

<b>WHEN RECORDED RETURN TO:</b> PETER SHAMES HOOD RIVER SAND & GRAVEL 2630 OLD COLUMBIA RIVER RD HOOD RIVER OR 97031
--

<b>DOCUMENT TITLE(S)</b> BASEMENT - RIGHT OF WAY, UTILITY
<b>REFERENCE NUMBER(S)</b> of Documents assigned or released:  <input type="checkbox"/> Additional numbers on page ____ of document.
<b>GRANTOR(S):</b> KEN W PETERSON COMPANY INC  <input type="checkbox"/> Additional names on page ____ of document.
<b>GRANTEE(S):</b> HOOD RIVER SAND, GRAVEL & READY MIX, INC  <input type="checkbox"/> Additional names on page ____ of document.
<b>LEGAL DESCRIPTION</b> (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): LOT 2 OF J & M JEFFERSON SHORT PLAT  <input type="checkbox"/> Complete legal on page 1 of document.
<b>TAX PARCEL NUMBER(S):</b> 02 07 21 000 601 00  <input type="checkbox"/> 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.

## RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable considerations, the receipt and adequacy of which is hereby acknowledged, the undersigned, Ken W. Peterson Company, Inc. ("Grantor"), hereby grants and conveys to ~~Hook River Sand & Gravel & Quarry, LLC~~ (Grantee"), and its successors and assigns, a wide ten foot (10 foot) wide easement under and across the following described real property (the "Described Property"), lying in Skamania County, State of Washington, and more particularly described as follows:

*Lot 2 of J & M Jefferson Short Plot.*

Tax ID #: *02-07-21-0-0-0601-00* <sup>all</sup> *Skamania County Records*

**EASEMENT LOCATION:** The location of the electrical power line easement granted herein is shown on Exhibit "A," which is attached hereto and incorporated herein by this reference.

The Right-of-Way Easement is restricted to a buried power line, which is subject to the following terms and conditions:

- (1) The Grantor hereby grants and conveys to Grantee the right, privilege and authority to, without further consideration, use the space below the surface to construct, reconstruct, alter, protect, repair, maintain, patrol, replace, operate and remove lines and devices for the underground transmission and distribution of electrical energy.
- (2) The Grantor, grants unto Grantee the right of ingress to and egress from the above-described buried power line over and across the Described Property by means of roads and lanes on such property, if there is such, otherwise by such route or routes as shall cause the least damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the Described Property that is isolated from the above-described buried power line by any public road or highway, now crossing or hereafter crossing the Described Property.
- (3) The Grantor further grants unto the Grantee, without further compensation, the right to disturb or alter the surface of or space above the buried power line only to the extent necessary to conduct its purposes as set forth in paragraph 1 hereinabove. However, Grantee agrees not to cut down or trim trees without the express consent of Grantors, whose consent shall not be unreasonably withheld. All trees that Grantee is authorized to cut shall continue to be the property of Grantor.

### REAL ESTATE EXCISE TAX

*N/A*

SEP 25 2012

PAID

*N/A*

*Audrey Allen Deputy*  
SKAMANIA COUNTY TREASURER

(4) Grantee shall repair any damage it may do to Grantor's private roads or lanes on the Described Property, and shall indemnify and hold grantor harmless from and against any and all loss and damage that Grantee or Grantee's employees, agents, or Subcontractor shall cause.

(5) Grantor shall have the right to use the property over and within 5 feet on each side or the buried power line for purposes not inconsistent with Grantee's rights described in paragraph 1 hereinabove.


(6) The purpose of the Right-of-Way Easement between Grantor and Grantee is to provide electric utility services to Grantor for Grantor's private use. Thereafter the easement shall remain in full force and effect for so long as Grantor shall require utility services for its private use. Upon such termination by Grantor, Grantee may elect to abandon the conductor and other equipment that was then installed.

(7) The right, duties, privileges and immunities created under this document shall inure to and be binding upon the heirs, successors, and assigns of the respective parties hereto.

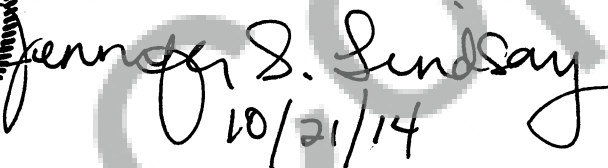
(8) The undersigned covenant that the Ken W. Perterson Company, Inc. is the owner of the above-described lands and that the lands are free and clear of encumbrances and liens of whatsoever character except those disclosed on the public records.

IN WITNESS WHEREOF, the undersigned have set their hands  
25 day of September 2012.

  
Daryl Peterson

  
President Ken W. Peterson Co. Inc.



  
Jennifer S. Lindsay  
10/21/14

**Exhibit "A"**

**Ken W. Peterson Co. Inc easement to Hood River Sand and Gravel Inc.**

**A ten foot wide easement centerline of said easement starting  
26 foot South of the Northeast corner of Jefferson lot 2, Skamania County parcel # 02-07-  
21-0-0-0601-00 and continuing Westerly 26 foot South of the North property line of said  
lot 2 for a distance of 225 feet.  
Said easement ending five foot West of the existing utility pole of Jefferson lot 2.**

Unofficial  
Copy