

Skamania PUD
P.O. Box 500
Carson, WA
98610

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned John F. Peyrollaz and Cloida F. Peyrollaz, Trustees of the John F. Peyrollaz and Cloida F. Peyrollaz agreement dated November 13, 1996 do hereby grant unto Public Utility District #1 of Skamania County (Skamania PUD), and its successors and assigns, the right to enter upon the lands of the undersigned, situated in Skamania County, Washington, and more particularly described as follows:

Legal description:

See attached exhibit 'A'

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A
OCT 31 2016

Tax Parcel #: 03-08-28-2-0-0900-00

PAID *Exempt*
Clifford J. Fawcett
SKAMANIA COUNTY TREASURER

Abbreviated Legal: NW ¼ SEC 28 T3N R8E

Grantor reserves the right of access over the right-of-way for the installation of roads, utilities etc. for the purpose of developing their property. Roads and utilities will not be installed by Grantor without Grantee's prior written consent, which consent shall not unreasonably be withheld. Grantee and Grantor shall work together to insure proper cover or insulation, to guarantee these access points or utilities do not negatively impact or interfere with the utility or road access.

The Grantee will indemnify and hold harmless Grantor and their agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of Grantee's work on the premises, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused in whole or in part by any negligent or willful act or omission of the Grantee or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The undersigned grants a perpetual non-exclusive easement over, under and across a strip of land 15 feet wide centered on the underground or overhead power line on the above described lands to construct, operate and maintain an overhead or underground electric distribution line or system and/or all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Skamania PUD may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of circuits, wires, poles, cables, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or other means of trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); and the right to permit the installation of communication and other circuits as part of said electric distribution system.

The undersigned agree that all poles, wires, and other facilities, including any 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.

The undersigned covenant that they will not erect or maintain any structure over or under the electric facilities and that structure, if any, not be constructed closer than ten (10) feet from the nearest electric facilities; that if such a structure is built or placed, they will remove the same at the request of the Grantee at no cost to the Grantee, or in the alternative and in Grantee's sole discretion, pay the Grantee the cost of rerouting the utilities around the structure; 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 easement shall be non-exclusive, except as set forth above and as to any use that is inconsistent with Grantee's use. Every other use in this easement is subordinate to Grantee's use and Grantee reserves the right to exclude and eject any use and user that it finds to be inconsistent to Grantee's use or in its judgment compromises the health or safety of its employees or the public.

Grantor retains use and actual control of the above described lands for all purposes, except as provided herein. 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.

Exhibit 'A'

A tract of land located in the Northwest Quarter (NW $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington; being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 East; Thence North $89^{\circ}58'51''$ West, 30.00 feet to the **Point of Beginning**; Thence North $89^{\circ}58'51''$ West, along the North line of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 28, a distance of 745.93 feet; Thence South $00^{\circ}01'09''$ West, 231.00 feet; Thence North $89^{\circ}58'51''$ West, 295.00 feet; Thence North $00^{\circ}01'09''$ East, 231.00 feet to a point on the North line of said Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$); Thence North $89^{\circ}58'51''$ West, along the North line of said Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), a distance of 283.94 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 28; Thence North $00^{\circ}56'25''$ East, along the West line of said Section 28, a distance of 2.79 feet to a point; Thence North $89^{\circ}32'26''$ East, a distance of 1324.90 feet to a point; Thence South $00^{\circ}09'16''$ West, a distance of 13.86 feet to the **Point of Beginning**.

IN WITNESS WHEREOF, we have set our hands this 27 day of October, 2016.

John Peyrollaz, Trustee
Name (Print or type full name)

Cloida Peyrollaz, Trustee
Name (Print or type full name)

John Peyrollaz, Trustee
Signature

Cloida Peyrollaz, Trustee
Signature

STATE OF Washington

COUNTY OF Skamania

Personally appeared the above named John Peyrollaz and Cloida Peyrollaz
on this 27 day of October, 2016 and acknowledged the foregoing to be their voluntary act and
deed.

Before me:

Kelly Tapp
Notary Public for Washington

1/23/2018
My Commission Expires

