

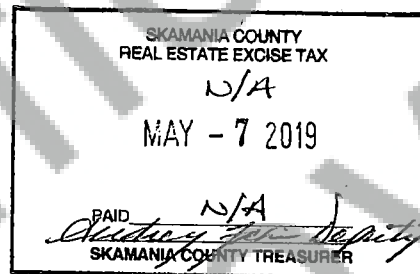
Skamania PUD
P.O. Box 500
Carson, WA
98610

RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned, Port of Skamania County, a municipal corporation organized in Washington State does 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'



Tax Parcel #: 02-07-19-0-0-0300-00 JM 5/6/19

Abbreviated Legal: SW ¼ SEC 19 T2N R7E

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.

IN WITNESS WHEREOF, we have set our hands this 30th day of April, 2019.

J. Pat Albaugh

Name (Print or type full name)

Executive Director

Title

J. Pat Albaugh

Signature

STATE OF Washington

COUNTY OF Shamania

Personally appeared the above named J. Pat Albaugh on this 30th day of April, 2019, and acknowledged the foregoing to be their voluntary act and deed.

Before me:

Cindy Bradley
Notary Public for Washington
2/10/21
My Commission Expires

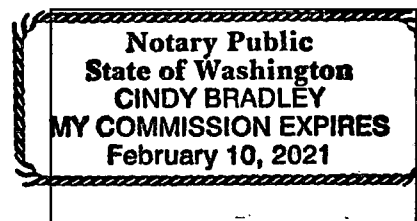


Exhibit 'A'

Government Lot Six, Government Lot Nine, the Southwest Quarter of the Southeast Quarter and that portion of the Southeast Quarter of the Southwest Quarter lying Southerly of Primary State Highway No. 8 in Section Nineteen, Township Two North, Range Seven East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT right of way acquired by the Spokane, Portland and Seattle Railway Company;

AND EXCEPT the following described tract of land: Beginning at a point of the Northerly right of way line of Primary State Highway No. 8 145.2 feet South and 286.7 feet East of the Northwest corner of the Southwest Quarter of the Southeast Quarter of the said Section Nineteen; thence North 322.3 feet; thence East 164.3 feet; thence South 208.2 feet to the Northerly right of way line of said Primary State Highway No. 8; thence South 55°13; West 200 feet along said right of way to the point of beginning;

AND EXCEPT the following described tract of land: Beginning at the Northeast corner of the said Government Lot Six; thence South 21°19' East 432.2 feet along the Westerly line of the Hamilton D.L.C.; thence South 42°43' West 71 feet; thence South 17°53' West 90.7 feet to the initial point of the tract hereby described; thence North 48°10' West 210 feet; thence South 17°53' East 206 feet to the initial point.

AND EXCEPT that portion conveyed to the United States of America recorded November 15, 1976 in Book 71, Page 873, Skamania County Deed Records.

AND EXCEPT that portion conveyed to The United States of America recorded November 15, 1976 in Book 71, Page 879, Skamania County Deed Records.

AND EXCEPT that portion conveyed to The United States of America recorded November 16, 1976 in Book 71, Page 906, Skamania County Deed Records.