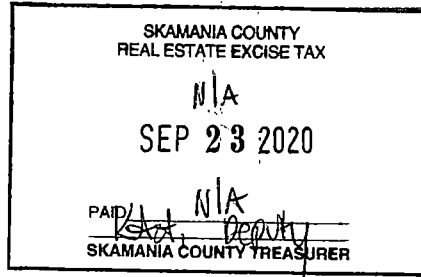




Skamania PUD  
P.O. Box 500  
Carson, WA  
98610



### RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned, LENDERS GROUP, LLC, 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:

**Abbreviated legal description: SEC 16 & 21 T2N R7E**

**Legal description: see attached exhibit 'A'**

**Tax Parcel #: 02-07-16-3-0-0501-00**

**PUD Work Order # 20-4000**

The undersigned grants a perpetual non-exclusive easement under and across a strip of land extending the length of Moffetts-Carpenter Road, also known as East Cascade Drive, from the centerline of the roadway to 30 feet inward on the above described lands to construct, operate and maintain underground electric distribution line or system 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 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 17<sup>th</sup> day of Sept., 2020

Christopher D. Bach  
Name (Print or type full name)

\_\_\_\_\_  
Name (Print or type full name)

Christopher D. Bach  
Signature

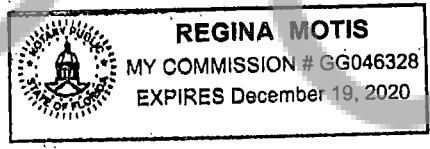
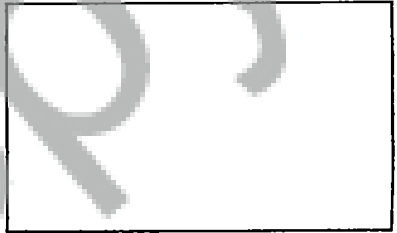
\_\_\_\_\_  
Signature

STATE OF Florida

COUNTY OF Polk

Personally appeared the above named Christopher D. Bach and \_\_\_\_\_ on this 17<sup>th</sup> day of Sept., 2020, and acknowledged the foregoing to be their voluntary act and deed.

Before me: Regina Motis  
Notary Public for ~~Washington~~ Florida  
12-19-20  
My Commission Expires



Attachment "A"

Section 16 and 21, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point on the West line of the Southwest Quarter of Section 16 that intersects with the centerline of Moffetts-Carpenter Road; Thence Southeasterly 1,125 feet, more or less, to the most Southerly point of the Jermann Tract as described at Book 113, Page 778, Deed records of Skamania County Auditor, and intersecting with the Southerly right of way line of the tract acquired by the United States of America for the Bonneville Administration's electric power lines; Thence North 32 27'30" East along said Southerly right of way line 1,372 feet, more or less, to intersection with the center line of the said Moffetts-Carpenter Road; Thence following the center line of said Road Northwesterly, Westerly, and Southwesterly, to the point of beginning.

Unofficial  
Copy