

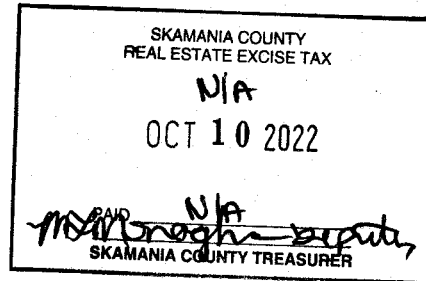
Skamania PUD  
P.O. Box 500  
Carson, WA  
98610

Skamania County, WA  
Total: \$205.50  
EASE  
Pgs=3

2022-002051

10/10/2022 11:06 AM

Request of: SKAMANIA COUNTY PUD



## RIGHT OF WAY EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned, Shawn K Humes & Sativa Huddleston, 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 Exhibit 'A'

**Tax Parcel #:** 02-05-27-0-0-1105-00

**PUD Work Order # 220127**

The undersigned grants a perpetual non-exclusive easement over, under and across a strip of land 15 feet wide centered on the underground primary and secondary power line on the above described lands to construct, operate and maintain an 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 and existing equipment 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

Exhibit 'A'

A parcel of land situated with in the West Half of the Northeast Quarter and the West Half of the East Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, and described more particularly as follows:

Commencing at the North Quarter corner of said Section 27 (from which a brass cap for a witness corner bears North 89° 05' 15" West, 147.35 feet), thence along the quarter section line South 01° 23' 12" West, 1,972.26 feet to the North corner of that certain tract, recorded February 9, 1999 in Book 186 at page 391 of Deeds; thence along the Northeasterly edge of said tract South 33° 20' 25" East, 87.98 feet to the Point of Beginning; thence South 88° 18' 31" East, 1,118.97 feet to the centerline of a private road; thence Southerly along said centerline, the chord of which bears South 02° 24' 28" West, 1,142.90 feet to the intersection with the centerline of Washougal River Road; thence South 35° 50' 27" West, 73.92 feet along said centerline of Washougal River Road to a point on the Southeasterly extension of the Southwesterly edge of a tract, recorded February 9, 1999 in Book 186 at Page 393 of Deeds; thence North 47° 23' 36" West, 739.04 feet to a point on the South line of said West Half of the Northeast Quarter of said Section 27 and the Southeast corner of the tract cited above in Book 186 at Page 391 of Deed records of said Skamania County; thence North 33° 20' 25" West, 879.24 feet, back to the Point of Beginning.

Excepting therefrom the following described tract:

Commencing at the North Quarter corner of said Section 27 (from which a brass cap for a witness corner bears North 89° 05' 15" West, 147.35 feet), thence along the quarter section line South 01° 23' 12" West, 1,972.26 feet to the North corner of that certain tract, recorded February 9, 1999 in Book 186 at Page 391 of Deeds; thence along the Northeasterly edge of said tract South 33° 20' 25" East, 87.98 feet to the Point of Beginning; thence South 88° 18' 31" East, 1,118.97 feet to the centerline of a private road; thence Southerly along the centerline of a private road the following four (4) courses; 1) thence South 45° 29' 10" East, 20.07 feet; 2) thence South 40° 24' 07" East, 101.96 feet; 3) thence South 18° 23' 05" East, 81.29 feet; 4) thence South 11° 44' 49" East, 9.76 feet; thence South 44° 22' 41" West, 741.16 feet to a point on the South line of said West half of the Northeast Quarter of said Section 27; thence North 88° 18' 31" West, 225.00 feet along the South line of West Half of the Northeast Quarter of said Section 27 to the Southeast corner of the tract described in Book 186 at page 391 of Deed records, of Skamania County; thence North 33° 20' 25" West, 879.24 feet, back to the Point of Beginning.

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 27<sup>th</sup> day of September, 2022.

Shawn K Humes  
Name (Print or type full name)

Sativa M Huddleston  
Name (Print or type full name)

[Signature]  
Signature

[Signature]  
Signature

STATE OF Washington COUNTY OF Skamania

Personally appeared the above named Sativa M. Huddleston on this 27<sup>th</sup> day of September, 2022, and acknowledged the foregoing to be their voluntary act and deed.

Before me: Jeri L Connolly  
Notary Public for Washington  
April 28, 2024  
My Commission Expires

