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**Board of Commissioners** 

Merritt H. (Buz) Ketcham

Mark McCrady

Edward M. (Ned) Piper

General Manager Brian L. Skeahan

January 18, 2011

Michael Green, Superintendent Woodland School District #404 800 3<sup>rd</sup> Street Woodland, WA 98674

RE: Electric Service at Dike Access Road - JO 30932 / 30995

Dear Mr. Green:

The School District owns land on Dike Access Road that will be affected by some changes to the electric service at this location. A power pole and anchor will be moved north at the Southwest corner of the school property. From this pole, a new underground line will be routed to the adjacent property to the West for the extension of their new service. The area affected is a 50-ft by 50-ft square.

I have prepared a Right-of-Way Easement for this new electric service. If this is acceptable to you, please sign and notarize the enclosed document, and return to me in the enclosed envelope. Thank you for your cooperation with Cowlitz PUD.

If you have any questions, please contact me at (360) 577-7526.

Sincerely,

Cherie Petersen

Right of Way Agent

herie Petersen

PUD No. 1 of Cowlitz County P. O. Box 3007 961 12<sup>th</sup> Avenue Longview, WA 98632-0307

J.O. 30932 / 30995 M-507

## RIGHT-OF-WAY EASEMENT ELECTRIC POWER

Parcels Nos.: 508530100 508540100 508560100

KNOW ALL PERSONS BY THESE PRESENTS that, WOODLAND SCHOOL DISTRICT NO. 404; hereinafter called "Grantor," in consideration of the mutual benefits to the parties hereto, does hereby grant unto PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON, a municipal corporation, hereinafter known as "District," its successors and assigns, an easement, over, under, across, and upon the following described real estate in the County of Cowlitz, State of Washington, to wit:

The Southerly 50 feet of the Westerly 50 feet of Government Lot 1 of Section 11, Township 5 North, Range 1 West, and that portion of the Solomon Strong Donation Land Claim located Northerly of Dike Access Road; EXCEPTING road rights-of-way.

TOGETHER WITH the right to make future underground electric line extensions from said electric line system across and through all property within said Government Lot 1 and Solomon Strong Donation Land Claim without regard to subsequent lot lines or division of ownership, as deemed necessary by the District to provide electrical service to all buildings constructed within the subdivision, with any extensions being at an easement width of 10.0 feet.

Upon which easement the District shall have the right, privilege and authority to place, construct, operate, maintain, repair, replace and remove its lines for the overhead and underground transmission of electric energy, including all associated facilities and appurtenances connected therewith, as the District may from time to time require.

The Grantor also grants unto the District, its successors and assigns, the right, privilege and authority to trim or remove any trees, brush, structures or material as may now or hereafter interfere with or endanger the successful construction, operation, and maintenance of said lines; and do grant unto the District the right to ingress and egress to the easement area at any and all times for purposes related to this easement.

The Grantor covenants on behalf of itself, its successors or assigns that it is the owner in fee simple of said real estate, and has full and good right to execute this easement and that they will not place permanent structures on the strips of land within which the District's facilities are established. It is, however, understood and agreed that the Grantor shall have the right to use the easement area for the planting of lawns, flowers, shrubs, gardens, weed control or such other use as will not interfere with the District's exercise of easement rights.

The District, its successors and assigns shall: (1) have a continuing right of ingress and egress over, across, along and upon the Grantor's property described in paragraph two above at any and all times for the purposes of this easement; (2) in performing any activities on the above easement area, leave the premises in good condition and restore the premises to a neat and proper appearance, including but not limited to, lawns, flowers, or shrubs disturbed or removed; and (3) except for claims of loss arising from forces of nature and/or acts of God, indemnify and save harmless the Grantor, its successors and assigns, from third party claims for loss or damage by reason of the locating of the District's facilities within the easement area described herein, and from loss or damage the Grantor may suffer resulting from the District's negligent operation, maintenance or repair of the said facilities.

IN WITNESS WHEREOF, the Gr	antor has set its hand and seal this day of
, 20	11.
WOODLAND SCHOOL DISTRICT NO.	404
By: Michael Green, Superintendent	
STATE OF WASHINGTON ) ) ss. County of Cowlitz )	
who appeared before me, and said person stated that he is authorized to execute the	actory evidence that MICHAEL GREEN is the person nacknowledged that he signed this instrument, on oath instrument and acknowledged it as the Superintendent 2.404, to be the free and voluntary act of such party for instrument.
Notary Public (signature)	Dated: My appointment expires:
Notary Public (type or print)	

02/02/10 THIS MAP IS TO ASSIST IN LOCATING PROPERTY ONLY. COWLITZ CO. ASSESSOR

