

February 19, 2014

Michael Green Woodland School District No. 404 800 3<sup>rd</sup> Street Woodland, WA 98674

Dear Mr. Michael Green:

Attached you will find one original and one copy of the Right-of-Way Easement required for the installation of underground electric service. Please return the original document, with the notarized signatures of all parties, to this office prior to the new service being energized. The copy is for your records.

The attached document will not be acceptable for recording by the Cowlitz County Auditor if any writing, markings, notary seals or stamps appear within the one-inch margin of the pages of this document. Also, no attachments may be taped, glued, or stapled to the pages of this document (RCW 36.18 and 65.04).

If you have any questions regarding the project, please call Engineering Planner Clint Kiser at (360) 577-7520, or (in Washington state) 1-800-631-1131, extension 520. If you have any questions regarding the enclosed documents, please contact me at (360) 577-7526, or 1-800-631-1131, extension 526.

Sincerely.

Peter Eggersgluss Right-of-Way Agent

Woodland School District #404

FEB 2 1 2014

Received

Attachments

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

W.O. 8127 N-300

## RIGHT-OF-WAY EASEMENT POWER UNDERGROUND

Parcels Nos.: 508530100 508540100

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:

A tract of land being Government Lot 1 in Section 11, Township 5 North, Range 1 West of the Willamette Meridian, and a portion of the Solomon Strong Donation Land Claim (D.L.C.) Northerly of Dike Access Road, and a portion of the Southwest Quarter (SW1/4) of Section 12, Township 5 North, Range 1 West of the Willamette Meridian described as follows: BEGINNING at the East Quarter corner of said Section 11 as shown in layout plan for Site 12D in an April 2004 map by Minister-Glaeser Surveying, Inc. (Design #2000D075, Project #1105/22796); thence North 87°46'41" West along the East-West quarter section line a distance of 1,312.95 feet to the Northwest corner of said Government Lot 1; thence South 02°01'41" West along the Westerly line of said Government Lot 1 a distance of 1,269.31 feet to the intersection of the Westerly line of said Government Lot 1 with the Westerly line of the Solomon Strong D.L.C.; thence South 12°43'24" West along the Westerly line of said D.L.C. a distance of 69.82 feet to the centerline of Dike Access Road; thence along said centerline South 87°29'09" East a distance of 831.35 feet; thence on a curve to the right concave to the South having a radius of 706.86 feet through a delta angle of 16°06'38" an arc distance of 198.76 feet; thence South 71°22'31" East a distance of 342.75 feet to the intersection of the centerline of said Dike Access Road with the centerline of Eldon Robinson Road: thence leaving said Dike Access Road centerline along the centerline of said Eldon Robinson Road on a curve to the left being concave to the West having a radial bearing of South 78°58'04" East with a radius of 1,145.92 feet through a delta angle of 09°22'53" an arc distance of 187.63 feet; thence North 01°33'55" East along said Eldon Robinson Road centerline a distance of 1,062.50 feet to the end of said centerline as established by Vacation Order recorded in Volume 1066, at Page 818 under Fee No. 891101026; thence North 88°26'05" West a distance of 20 feet to the Northwest corner of said Eldon Robinson Road Right-of-Way; thence North 01°33'55" East on the Northerly extension of the Westerly Right-of-Way line of said Eldon Robinson Road a distance of 218.60 feet to a point South 87°46'41" East from the Point of Beginning; thence North 87°46'41" West a distance of 13.26 feet to the East quarter corner of said Section 11 and the POINT OF BEGINNING. EXCEPT any portion within Dike Access Road and Eldon Robinson Road Right-of-Ways.

This easement is for a 10.0-foot wide strip of land for the location of underground electrical facilities, said strip of land being 5.0 feet on each side of the centerline of the installed electrical facilities, with said facilities being located, as staked and constructed, approximately as follows: Beginning at a point on the Grantor's East property line approximately 400 feet South of the Grantor's Northeast property corner; thence Southwesterly approximately 50 feet; thence Westerly approximately 200 feet; thence Southerly approximately 75 feet to, and including, an underground electrical connection pedestal; thence Southwesterly approximately 20 feet to, and including, a pad-mounted transformer; thence beginning at the underground electrical connection pedestal, Southwesterly approximately 500 feet to, and including, a second pad-mounted transformer; ALSO, Beginning at a point on the Grantor's East property line approximately 900 feet South of the Grantor's Northeast property corner; thence West and Southwesterly approximately 50 feet to, and including, a pad-mounted transformer; TOGETHER WITH the right to make future underground electric line extensions from said underground electric line system. to accommodate future development within the Grantor's property described above, with any extensions from the above described electric line system also 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 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 WHER   | EOF, the Grantor has   | s set its hand and seal this day o  |
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| <u> 1</u>   | , 2014.  |   |
| WOODLAND SCHOOL DIS   | TRICT NO. 404  |   |
| By: Michael Green, Superio                                  | ntendent   |   |
| STATE OF WASHINGTON   | )<br>) ss.   |   |
| County of Cowlitz   | )  |   |
| who appeared before me, and stated that he is authorized to | d said person acknow<br>execute the instrume<br>STRICT NO. 404, to | vidence that MICHAEL GREEN is the person<br>vledged that he signed this instrument, on oath<br>ent and acknowledged it as the Superintendent<br>be the free and voluntary act of such party for<br>ent. |
| Notary Public (signature                                    | <del>)</del>   | Dated:  |
|   |  | My appointment expires:   |
| Notary Public (type or p                                    | rint)  |   |



