

OCT 1980

RECEIVED

ARMY

GENERAL

OFFICE

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY

No. DACW57-2-80-52

On Bonneville Lock and Dam (Lake Bonneville)
Second Powerhouse Project

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2568, hereby grants to the State of Washington, Department of Natural Resources hereinafter designated as the grantee, for a period not exceeding twenty-five (25) years from the date hereof, an easement for a right of way for maintaining a 50-foot protective clear zone adjacent to the grantee's water well site, over, across, in and upon land under the control of the Secretary of the Army at the location more or less as shown in red on the drawing marked Exhibit "A" attached hereto and made a part hereof. Said parcel of land is located within Government Lot 1, Section 14, T2N, R7E, W.M., Skamania County, Washington, being 50 feet in width and varying in length from approximately 154 feet on the southerly line to approximately 145 feet on the northerly line, containing .17 acres, more or less.

1. The maintenance of said protective clear zone shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

2. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

3. The grantee shall supervise protective clear zone and cause it to be inspected at reasonable intervals.

4. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

5. The United States reserves to itself the right to construct, use, and maintain across, over and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

6. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation of the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said protective clear zone.

8. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for non-use for a period of two consecutive years.

9. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to restore the premises, the United States shall have the option either to take over the property of the United States, without compensation therefor, and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents.

10. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

11. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 29th day of August 19 80.



D. H. NELLEN
Chief, Real Estate Division
U.S. Army Engineer District, Portland

7743
No. _____
TRANSACTION EXCISE 1.1

DEC 1 1980
Amount Paid _____
Shamokin County Treasurer
By _____

STATE OF OREGON)

COUNTY OF MULTNOMAH)

On the 29th day of August, 1980, personally came before me, as
Notary Public in and for said County and State, the within named D. H. Nellen

to me personally known to be the identical person described in and who executed
the within and foregoing instrument and acknowledged to me that he executed the
same as his free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal the day and year last above
written.

[Signature]
Notary Public in and for the
State of Oregon

My Commission Expires 13 Feb 1982

STATE OF WASHINGTON } 55
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY
Dept. of Natural Resources
OF Olympia, Wa.

AT 8:35 AM Oct 1 1980

WAS RECORDED IN BOOK 78

OF Deed AT PAGE 771
RECORDS OF SKAMANIA COUNTY, WASH.

RP Todd
COUNTY CLERK
BY E. Masford

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
BOOKED	<input checked="" type="checkbox"/>
SERIALIZED	<input checked="" type="checkbox"/>

91347

TRACT	LAND OWNER	ACRES	REMARKS
1000	John S. Brown	0.1	
1001	John S. Brown	0.1	
1002	John S. Brown	0.1	
1003	John S. Brown	0.1	
1004	John S. Brown	0.1	
1005	John S. Brown	0.1	
1006	John S. Brown	0.1	
1007	John S. Brown	0.1	
1008	John S. Brown	0.1	
1009	John S. Brown	0.1	
1010	John S. Brown	0.1	
1011	John S. Brown	0.1	
1012	John S. Brown	0.1	
1013	John S. Brown	0.1	
1014	John S. Brown	0.1	
1015	John S. Brown	0.1	
1016	John S. Brown	0.1	
1017	John S. Brown	0.1	
1018	John S. Brown	0.1	
1019	John S. Brown	0.1	
1020	John S. Brown	0.1	
1021	John S. Brown	0.1	
1022	John S. Brown	0.1	
1023	John S. Brown	0.1	
1024	John S. Brown	0.1	
1025	John S. Brown	0.1	
1026	John S. Brown	0.1	
1027	John S. Brown	0.1	
1028	John S. Brown	0.1	
1029	John S. Brown	0.1	
1030	John S. Brown	0.1	
1031	John S. Brown	0.1	
1032	John S. Brown	0.1	
1033	John S. Brown	0.1	
1034	John S. Brown	0.1	
1035	John S. Brown	0.1	
1036	John S. Brown	0.1	
1037	John S. Brown	0.1	
1038	John S. Brown	0.1	
1039	John S. Brown	0.1	
1040	John S. Brown	0.1	
1041	John S. Brown	0.1	
1042	John S. Brown	0.1	
1043	John S. Brown	0.1	
1044	John S. Brown	0.1	
1045	John S. Brown	0.1	
1046	John S. Brown	0.1	
1047	John S. Brown	0.1	
1048	John S. Brown	0.1	
1049	John S. Brown	0.1	
1050	John S. Brown	0.1	
1051	John S. Brown	0.1	
1052	John S. Brown	0.1	
1053	John S. Brown	0.1	
1054	John S. Brown	0.1	
1055	John S. Brown	0.1	
1056	John S. Brown	0.1	
1057	John S. Brown	0.1	
1058	John S. Brown	0.1	
1059	John S. Brown	0.1	
1060	John S. Brown	0.1	
1061	John S. Brown	0.1	
1062	John S. Brown	0.1	
1063	John S. Brown	0.1	
1064	John S. Brown	0.1	
1065	John S. Brown	0.1	
1066	John S. Brown	0.1	
1067	John S. Brown	0.1	
1068	John S. Brown	0.1	
1069	John S. Brown	0.1	
1070	John S. Brown	0.1	
1071	John S. Brown	0.1	
1072	John S. Brown	0.1	
1073	John S. Brown	0.1	
1074	John S. Brown	0.1	
1075	John S. Brown	0.1	
1076	John S. Brown	0.1	
1077	John S. Brown	0.1	
1078	John S. Brown	0.1	
1079	John S. Brown	0.1	
1080	John S. Brown	0.1	
1081	John S. Brown	0.1	
1082	John S. Brown	0.1	
1083	John S. Brown	0.1	
1084	John S. Brown	0.1	
1085	John S. Brown	0.1	
1086	John S. Brown	0.1	
1087	John S. Brown	0.1	
1088	John S. Brown	0.1	
1089	John S. Brown	0.1	
1090	John S. Brown	0.1	
1091	John S. Brown	0.1	
1092	John S. Brown	0.1	
1093	John S. Brown	0.1	
1094	John S. Brown	0.1	
1095	John S. Brown	0.1	
1096	John S. Brown	0.1	
1097	John S. Brown	0.1	
1098	John S. Brown	0.1	
1099	John S. Brown	0.1	
1100	John S. Brown	0.1	

