

SKAMANIA CO. TITLE

Nov 21 1961
J. J. DwyerTract No. BV-37
Case No. 910724

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, Department of Energy, Bonneville Power Administration (BPA) does hereby grant unto GTE Northwest Incorporated and unto Skamania County Public Utilities District No. 1, Grantees, their successors and assigns, a perpetual 2-foot-wide joint use utility easement for a buried 7.2-kV electrical cable and telephone communication cable over, under, and across a portion of BPA's fee-owned property identified and acquired as Tract No. BV-37, in Civil No. 26, Declaration of Taking, dated December 20, 1938, on record in the District Court of the United States for the Western District of Washington, Southern Division. The easement conveyed herein is more particularly described as follows:

A 2-foot-wide joint-use utility easement located in a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 2 North, Range 5 East, Skamania County, Washington. The centerline of said easement is described as follows:

Beginning on the northerly boundary line of Tract BV-37, at a point that is 87.5 feet northerly of station 565+69 on the North Bonneville-Troutdale No. 2 line; thence westerly to a point that is 55 feet right of station 566+10; thence northwesterly to a point that is 44 feet right of station 568+38; thence continuing northwesterly to a point that is 40 feet right of station 569+00; thence continuing northwesterly to a point that is 60 feet right of station 570+70; thence continuing northwesterly to a point that is 40 feet right of station 571+70; thence northwesterly and northerly to a point on the northerly boundary of Tract BV-37 that is 87.5 feet northerly of station 571+80.

The above-described easement contains 0.037 acre, more or less, and is shown on a segment of BPA Drawing No. 3372, marked Exhibit A, attached hereto, and by this reference made a part hereof.

Subject to outstanding rights.

Subject also to the following conditions:

1. Grantees shall mark, with permanent markers, where the buried electrical and communication cables enter and leave the BPA right-of-way and at any angle points within the right-of-way.
2. The electrical cable shall be buried with a minimum cover of 30 inches for protection from our heavy maintenance vehicles.

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3. The underground communications cable shall be buried with a minimum cover of 24 inches from protection from our heavy maintenance vehicles.

4. A minimum clearance of 15 feet shall be maintained between construction or maintenance equipment and transmission line conductors (wires) at all times.

5. A minimum clearance of 50 feet shall be maintained between the closest tower leg of structure 10/4 of the No. 2 line and the underground cables.

6. The underground cables shall be constructed and maintained in compliance with applicable national, state, or local standards.

7. Grantees, and their assigns, shall restore the BPA right-of-way to its original condition or better following construction or maintenance of Grantee facilities.

This easement shall not interfere with any use by the United States of America of its fee-owned property.

Reserving unto the United States of America, and its assigns, the right to operate, maintain, rebuild, and upgrade existing electric transmission lines and to erect, operate, maintain, rebuild, and upgrade future transmission lines over, under, and across the easement area.

Reserving also unto the United States of America, and its assigns, the right of access to and along its fee-owned property.

The Grantees, and their assigns, shall be liable for any damage to the property of the United States of America, including transmission lines and structures, arising out of or resulting from any act or omission of the Grantee or its employees, agents, or assigns acting within their authority in the construction, reconstruction, or maintenance of said electrical and communication cables upon the fee-owned property of the United States of America.

Should the rights granted herein no longer be used or needed for the purposes defined in this easement for a consecutive two-year period, or be abandoned, then upon written notice by the United States of America to the Grantees, or their assigns, all rights granted by this easement shall automatically terminate and the title thereto revert in the United States of America.

TO HAVE AND TO HOLD the above-described easement unto the Grantees, and their assigns, forever.

The true and actual consideration for this easement is TWO HUNDRED DOLLARS (\$200.00).

This conveyance is made pursuant to the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319) and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of this easement will not be adverse to the interests of the United States of America.

Dated at Portland, Oregon, this 14th day of November, 1991

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Renee M. Ferrera
Chief, Land Management Section

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me Renee Ferrera, to me known to be the Chief, Land Management Section, Bonneville Power Administration, described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of November, 1991.

Jill A. Benninger
Notary Public for Oregon
My Commission expires: 3-21-93

(SEAL)



