

56321

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY
(PIPE LINE)

No. DA-35-026-CIVENG-60-65

ON BONNEVILLE DAM PROJECT

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to Pacific Northwest Pipeline Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware.

hereinafter designated as the grantee, for a period not exceeding (50) years from the date hereof, an easement for a right of way for ^{rights} underground, 26-inch, natural gas pipeline

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A", Drawing dated 29 April 1959 attached hereto and made a part hereof, and described as follows:

A parcel of land lying in Section 10, Township 2 North, Range 7 East of the Willamette Meridian in Skamania County, Washington, said parcel being a strip of land 50 feet in width over and across the northwest quarter of the northwest quarter of said Section 10, being 32 feet on the northwesterly side and 18 feet on the southeasterly side of the following described center line: Beginning at a point on the north line of Section 10, Township 2 North, Range 7 East, Willamette Meridian, from which point the northwest corner of said section bears westerly 600 feet; thence S. 39° 54' W. 723 feet; thence S. 35° 39' W. 242 feet to a point on the west line of said Section 10, from which point the northwest corner of said section bears northerly 710 feet.

The side lines of the above-described strip of land terminate in the north and west boundaries of Section 10.

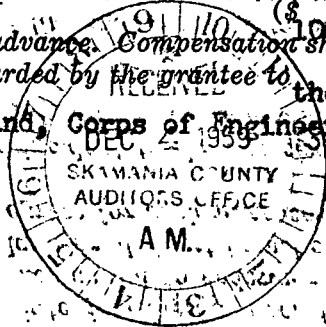
The herein described route of the 26-inch Main Transmission Line traverses the property of the United States of America for a total distance of 965 feet or 58.48 rods.

The parcel of land above described contains 1.09 acres.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of

One Hundred and No/100 Dollars (\$100.00) in full for the term payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to the District Engineer, U.S. Army Engineer District, Portland, Corps of Engineers, 628 Pittock Block, Portland 5, Oregon.



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2. The installation and/or operation and maintenance of said line 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.

3. 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.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. 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.

6. 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.

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 use and occupation of the said premises, nor for damages to the property of the grantee, ~~nor 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 or 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.

8. 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 line.

9. ~~In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall~~ from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities ~~to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.~~

10. 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 nonuse, or for abandonment.

11. 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, remove the said line from said land and 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 remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line 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, on account of the taking over of said line or on account of its removal.

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

13. The gas transmission piping system shall be installed and maintained in accordance with Section 8 of American Standard Code for Pressure Piping, (ASA B 31.1.8-1955) Gas Transmission and Distribution Piping Systems.

14. All buried pipeline shall have a cover of not less than 30 inches, except where solid rock is encountered, in which event the pipe may be buried to a lesser depth consistent with existing conditions.

15. That in the event it is deemed necessary to construct or provide for the construction of heavy haul or other public roads in the area, the grantee shall, without cost or expense to the Government upon written notice so to do, provide at such road crossings vented sealed casings in accordance with applicable specifications, or as instructed in the written notice.

16. Upon completion of construction or alteration thereto, the right of way herein granted shall be restored, as nearly as possible, to its original contour, fencing replaced, and all rocks larger than 12 inches, and other debris creating an unsightly appearance, shall be cleaned up, buried, or otherwise disposed of. The area shall be graded and replanted to grasses suitable to soil and climatic conditions,

and 12 (part)

17. Condition 7 was modified, 9 deleted and 13, 14, 15, 16, and 17 added prior to execution of this easement.

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

IN WITNESS WHEREOF I have hereunto set my hand this 27th day of October 1959, by direction of the Assistant Secretary of the Army.



R. F. ALEXANDER
Colonel, GS
Executive

STATE OF VIRGINIA)
) ss
ARLINGTON COUNTY)

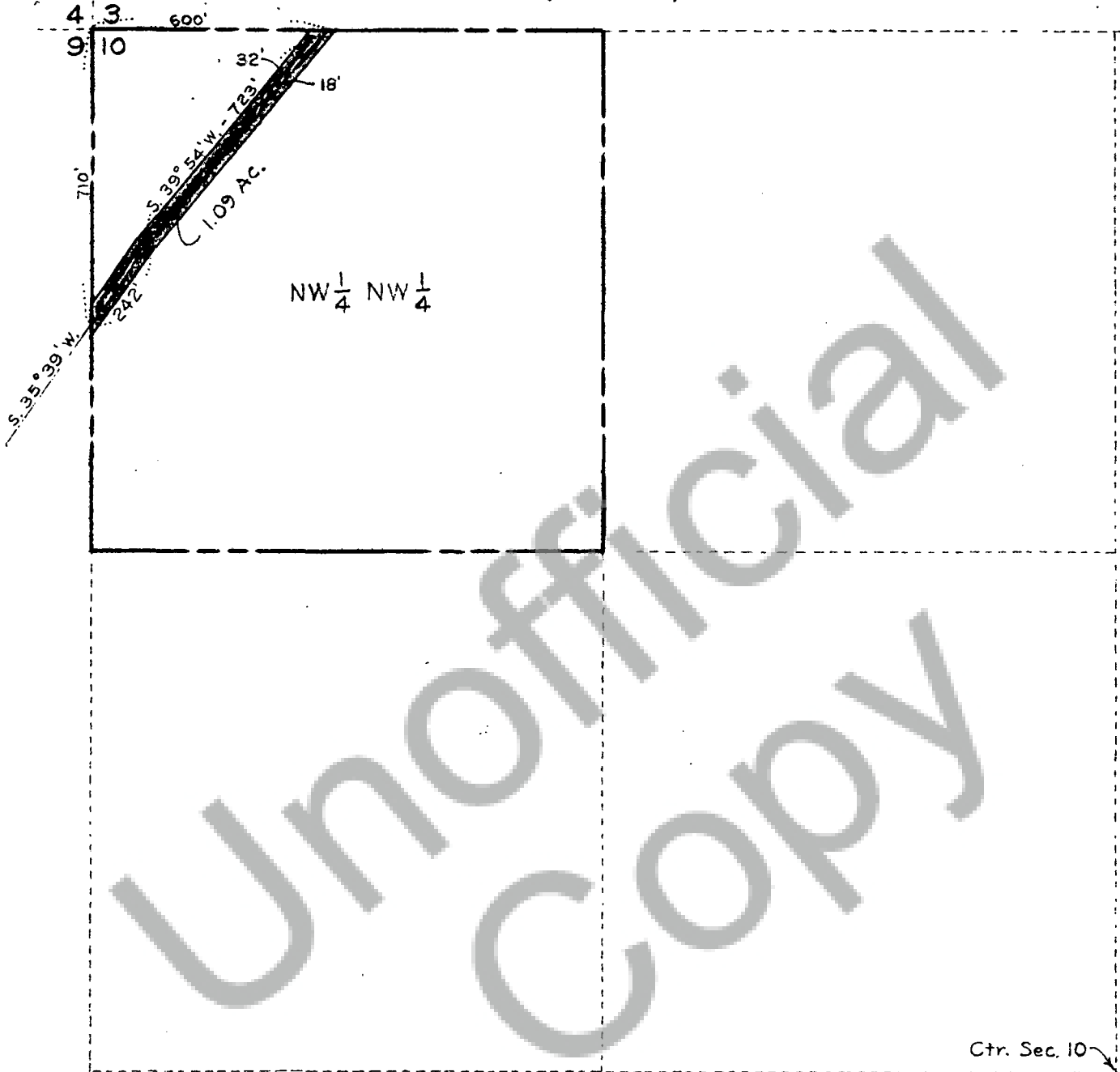
On this 27th day of October 1959, before
me personally appeared R. F. Alexander,
to me known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that he signed the same by
direction of the Assistant Secretary of the Army as the free and
voluntary act and deed of the United States of America, for the uses
and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my
official seal the day and year first above written.

Lloyd T. Ford
Notary Public in and for the County
of Arlington, State of Virginia,
residing at 1277 S. Hornum St.
Arlington, Va.

My Commission Expires:
My Commission Expires Sept 17, 1963

T. 2 N., R. 7 E., W. M.



Bonneville Dam
Skamania County, Washington

Easement to Pacific Northwest Pipeline Corporation

Scale: 1" = 400'

29 Apr. 1959