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BOOK 65 PAGE 224

Tract Ha-0-1009

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Agreement No. 34811

THIS AGREEMENT, made and entered into this 12th day of April, 1973, by and between THE UNITED STATES OF AMERICA, Department of the Interior, Acting through the BONNEVILLE POWER ADMINISTRATOR, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns, an easement for right of way for the construction, operation, use and maintenance of electric power transmission lines upon, over and across the following described lands in Skamania County, Washington, to wit:

The shorelands of the second class and bed of the Columbia River, owned by the State of Washington, in front of the B. B. Bishop D.L.C. No. 39 in Section 21, Township 2 North, Range 7 East, W.M., included within the limits of a strip 655 feet in width, having 555 feet of such width on the left and 100 feet of such width on the right side of the following described line:

Commencing at a point at the west line of said Section 21, having a "Y" Coordinate 117,337.1 and a "X" Coordinate 1,626,544.8, referred to Washington Coordinate System, South Zone, which is N 72° 41' 23" E 687.96 feet from the southwest corner of said B. B. Bishop D.L.C. No. 39, having a "Y" Coordinate 117,132.4 and an "X" Coordinate 1,625,888.0, referred to Washington Coordinate System, South Zone, running thence S 85° 09' 30" E 1,086.2 feet to the true point of beginning, and thence S 47° 12' 10" E 762.95 feet, more or less, to a point on the Oregon-Washington Interstate Boundary and the terminal point of this line description. The right of way hereinabove described has a total area of 9.45 acres as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Consideration

The consideration paid by the Grantee to the State is as follows:

\$300.00

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six (6) months of receipt of a notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon request, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six (6) months after such notice of nonuse has been given to the State or its assigns.

In the event that any portion of the right of way hereinbefore described is not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a construction phase period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of construction phase time as specified above may be granted upon written request prior to the expiration date of said five (5) year period and upon the terms and conditions as specified by the State. Such terms and conditions shall be limited to the State's right to extend the construction phase period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Construction phase period used herein shall mean the period of time from the effective date of the Agreement to the date of actual use of this facility as contemplated by this Agreement.

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after termination or abandonment of said easement.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not interfere with the rights of the Grantee.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands

occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

The Grantee's operations hereunder shall be conducted in such a way as to minimize damage to the shorelands of the second class and bed of the Columbia River hereinbefore described.

The Grantee shall exercise every necessary means to prevent contamination or pollution of the water as a result of any operation hereunder.

All essential care shall be taken by the Grantee to prevent fuel, oil, grease or other deleterious material from entering the water as a result of any operation in the right of way area. Refuse resulting from use, servicing, repair or abandonment of equipment shall be removed, buried or otherwise disposed.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with the U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. The Grantee shall record these references in the respective offices of the local county engineer and the Commissioner of Public Lands.

Installation Specifications (For Submerged Structures)

The Grantee shall so place and protect said electric power transmission lines so as to allow the unobstructed movement of any equipment or materials across the surface of the right of way and shall install said electric power transmission lines at such height as to not interfere with the normal and usual use of the water surface area.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its District Administrator at Castle Rock, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 12th day of April

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

THE UNITED STATES OF AMERICA
Department of the Interior
Acting through the
RONNEVILLE POWER ADMINISTRATOR

By Charles N. Watt
Head, Acquisition Section, Branch of Land Title

P. O. Box 3621
Portland, OR 97208



STATE OF OREGON }
COUNTY OF MULTNOMAH } ss:

On this day personally appeared before me, CHARLES N. WAIT, to me known to be the Head, Acquisition Section, Branch of Land, Bonneville Power Administration, described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 14th day of May, 1973.



Charles N. Wait
Notary Public in and for the
State of Oregon
Residing at Portland, Oregon

My commission expires: Sept. 20, 1973

