

PASSEPORT

UNITED STATES OF AMERICA
TO
PACIFIC POWER & LIGHT COMPANY

Whereas, the United States of America has, under authority of Public Law 75-329 (50 Stat. 139) approved 20 August 1937 (16 U.S.C. 832), undertaken the development of a hydroelectric project known as Bonneville Lock and Dam Second Powerhouse on the Columbia River in Washington and Oregon; and under authority of Public Law 55-284, Section 85, undertaken the relocation of the City of North Bonneville, Washington, which necessitated the abandonment of certain easements for electric transmission and the relocation and reconstruction of Pacific Power & Light's electric transmission; and

Whereas, on the 4th day of September 1980, the United States of America and Pacific Power & Light Company, a Maine Corporation, entered into Memorandum of Agreement for Abandonment of Easement Interests, fixing and imposing certain obligations upon said parties relative to the abandonment and relocation of electric transmission lines; and

Whereas, under the terms of said Memorandum of Agreement, the United States of America agreed to convey to Pacific Power & Light Company a perpetual easement for their relocated electric transmission line; and

Whereas, the relocation of the electric transmission line has been accomplished as provided in said Memorandum of Agreement;

Now therefore, the United States of America, acting by and through its Secretary of the Army pursuant to the authority vested in him by the Act of Congress approved 20 June 1938 (52 Stat. 866; 33 U.S.C. 558b) as amended by the Act of Congress approved 21 August 1939 (53 Stat. 1414; 33 U.S.C. 558b-1) hereby grants to Pacific Power & Light Company, a Maine Corporation, its successors and assigns an easement for right-of-way for electric transmission lines over, across, and upon land of the United States at the location shown in green on the Exhibit "A" attached hereto and made a part hereof and described in Exhibit "B" attached hereto and made a part hereof.

This easement is granted subject to the following conditions:

1. That the operation and maintenance of said facilities 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.
2. That the right-of-way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by the said officer, and in no event shall exceed a width of twelve feet (12') on each side of the center line thereof.
3. That the grantee shall supervise the said facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection. Upon 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. The grantee shall have the right of ingress and egress for such purposes.
4. That 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.
5. That the United States, its successors and assigns 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.

Registered ☒
 Indexed ☒
 Direct ☒
 Recorded ☒
 Mailed ☒

No. 76780
 TRANSACTION EXCISE TAX

DEC 12 1980

Amount Paid Enough

Washoe County Treasury
 By Barbara J. [Signature]

6. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the grantees, or for injuries to the person of the grantees (if an individual), or for damages to the property or injuries to the person of the grantees'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 governmental activities; and the grantees shall hold the United States harmless from any and all such claims.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the maintenance, and use of said facilities.

8. That the provisions and 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 grantees.

9. 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 grantees shall obtain such permission as may be necessary on account of any other existing rights.

10. That at no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right-of-way, nor shall any equipment or material of any kind that exceeds twenty (20) feet in height be placed or used thereon by the Grantor or by Grantor's successors or assigns.

11. That all rights hereunder shall cease if and when such lines shall have been abandoned.

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

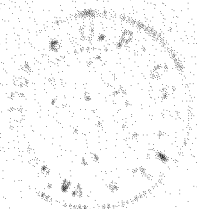
IN WITNESS WHEREOF I have hereunto set my hand this 2nd day of October, 1980, by direction of the Assistant Secretary of the Army (H & PM).


Gordon M. Hobbs
Assistant for Real Property
OASA (H&PM)

COMMONWEALTH OF VIRGINIA)
)
 COUNTY OF ARLINGTON)

BEFORE ME, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, personally appeared GORDON M. HOBBS, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument in the capacity therein stated for the purposes therein expressed as the act and deed of the United States of America.

GIVEN UNDER MY HAND AND SEAL, this 20 day of OCTOBER, 1980.



W.R. Galt
 Notary Public in and for
 County of Arlington
 Commonwealth of Virginia

My Commission Expires 26 Feb 1983

STATE OF WASHINGTON
 COUNTY OF SKANAWAY

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF 11A FILED BY
Boyle, King & Light Co.
Portland, Oregon
1245 PM Dec 12 1980
 AS RECORDED IN BOOK 79
 AT PAGE 79
 RECORDER OF SKANAWAY COUNTY, WASH.
E. Masland
 COUNTY AUDITOR
W. Johnson

EXHIBIT D

EASEMENT TO PACIFIC POWER & LIGHT

A strip of land lying in the southeast quarter of Section 19, Township 2 North, Range 1 East of the Willamette Meridian, Skamania County, State of Washington, said strip of land being 24 feet in width, lying 12 feet on each side of the following described line:

Commencing at the Northeast corner of said Section 19; thence South $01^{\circ}26'54''$ West 357.77 to the North line of the Hamilton D.L.C.; thence South $00^{\circ}55'15''$ West 3,037.45 feet to the North right-of-way line of the former State Highway 14; thence North $81^{\circ}11'45''$ West along said right-of-way line 762.41 feet to the POINT OF BEGINNING:

thence South $55^{\circ}59'24''$ West, 207.70 feet;

thence South $82^{\circ}41'20''$ West, 357.78 feet;

thence South $64^{\circ}38'56''$ West, 48.24 feet and the point of terminus of this description.

The side lines of said strip of land are lengthened or shortened to abut on said right-of-way line and the most westerly line of the proposed Fifth Addition to the Plats of Relocated North Highway 14.

The strip of land herein described contains 0.34 of an acre, more or less.