



EASEMENT

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. 730) 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 93-251, Section 83, undertaken the relocation of the City of North Bonneville, Washington, which necessitated the abandonment of certain easements for electric powerlines and the relocation and reconstruction of Pacific Power & Light's electric powerlines; 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 Exchange 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. 804; 33 U.S.C. 558b) as amended by the Act of Congress approved 11 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, Dir. ☒
Indirect ☒
Recorded ☒
Mailed ☒

No. 7874
TRANSACTION EXCISE TAX

DEC 12 1980
Amount Paid *Enough*

By *Skamania County Treasurer*
Beverly J. Kelly Or