BOOK 81 PAGE 463

94659

EASEMENT
FOR
RIGHT-OF-WAY

THE SECRETARY OF THE INTERIOR, by his authorized representative, the Regional Director, U.S. Fish and Wildlife Service, in accordance with Title 50 of the Code of Federal Regulations, Part 29, Subpart B, hereby grants to Public Utility District of Skamania County an easement for a 12.5 KV overhead electric line, for a period of fifty (50) years, over, under, and across a strip of land of the United States of America as shown on the map attached hereto as Exhibit B and made a part hereof.

By accepting this easement, the Grantee agrees to those portions of Part 29, Subpart B, of Title 50 of the Code of Federal Regulations, which are attached hereto as Exhibit A and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my Hand this 23 day of July, 1982.

The United States of America

Lawrence W. DeBates
Regional Director
U.S. Fish and Wildlife Service

ACKNOWLEDGEMENT

STATE OF Oregon)
) ss
County of Multnomah)

On this 23rd day of July, in the year 1982, before me personally appeared Lawrence W. DeBates, Acting Regional Director, U.S. Fish and Wildlife Service, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

NOTARY PUBLIC STATE OF OREGON

Mary H. Spence
Notary Public in and for the State of Oregon
residing at Milwaukie, Oregon

My commission expires: 2-24-85

Transaction in compliance with County sub-division ordinance
Skamania County Assessor - By: OL

NO.
Time
AUG 2 1982
Amount Exempt
Skamania County Treasurer
By Beverly J. Rollins Dep

Grant of Easement
(E-2) Skamania County P.U.D.
Page 1 of 7 pages

Unofficial Document

The above instrument, together with all terms and conditions thereof, is hereby accepted this 2nd day of August, 1982.

PUBLIC UTILITY DISTRICT OF SKAMANIA COUNTY

By Rolf E. Jemtegaard
Pres

ACKNOWLEDGEMENT

STATE OF Washington)
) ss
County of Skamania)

On the 2nd day of August, 1982, personally appeared before me Rolf E. Jemtegaard, to me known to be the described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington residing at Stevenson

My Commission Expires: June 19, 1986

92659

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY PUD #1
OF Columbia Rec
AT 10:10 M. Aug 3 1982
WAS RECORDED IN BOOK 81
OF Deeds PAGE 463
RECORDS
Lucy M. Collins
By Deputy

Registered
Indexed, Dir.
Indirect
Recorded X
Mailed

Grant of Easement
(E-2) Skamania County P.U.D.
Page 2 of 7 pages

EXHIBIT "A"

TERMS AND CONDITIONS

(a) Any right-of-way easement or permit granted will be subject to outstanding rights, if any, in third parties.

(b) An applicant, by accepting an easement or permit agrees to such terms and conditions as may be prescribed by the Regional Director in the granting document. Such terms and conditions shall include the following, unless waived in part by the Regional Director, and may include additional special stipulations at his discretion.

(1) To comply with State and Federal laws applicable to the project within which the easement or permit is granted, and to the lands which are included in the easement or permit area, and lawful existing regulations thereunder.

(2) To clear and keep clear the lands within the easement or permit area to the extent and in the manner directed by the project manager in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such a manner as to decrease the fire hazard and also in accordance with such instructions as the project manager may specify.

(3) To prevent the disturbance or removal of any public land survey monument or project boundary monument unless and until the applicant has requested and received from the Regional Director approval of measures the applicant will take to perpetuate the location of aforesaid monument.

(4) To take such soil and resource conservation and protection measures, including weed control on the land covered by the easement or permit as the project manager in charge may request.

(5) To do everything reasonably within his power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near lands to be occupied under the easement or permit area, including making available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.

(6) To rebuild and repair such roads, fences, structures, and trails as may be destroyed or injured by construction work and, upon request by the Regional Director, to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the easement or permit.

(7) To pay the United States the full value for all damages to the lands or other property of the United States caused by him or his employees, contractors, or agents of the contractors, and to indemnify the United States against any liability for damages to life, person, or property arising from the occupancy or use of the lands under the easement or permit, except where the easement or permit is granted hereunder to a State or other governmental agency which has no legal power to assume such a liability with respect to damages caused by it to lands or property, such agency in lieu thereof agrees to repair all such damages. Where the easement or permit involves lands which are under the exclusive jurisdiction of the United States, the holder or his employees, contractors, or agents of the contractors, shall be liable to third parties for injuries incurred in connection with the easement or permit area. Grants of easements or permits involving special hazards will impose liability without fault for injury and damage to the land and property of the United States up to a specified maximum limit commensurate with the foreseeable risks or hazards presented. The amount of no-fault liability for each occurrence is hereby limited to no more than $1,000,000.00.

(8) To notify promptly the project manager in charge of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States in advance of construction such sum of money as the project manager may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

(9) That all or any part of the easement or permit granted may be suspended or terminated by the Regional Director for failure to comply with any or all terms and conditions of the grant, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure of the holder to use for any continuous 2-year period the easement or permit for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the Regional Director will notify in writing the holder of the easement or permit of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefor, unless prior to that time the holder completes such corrective actions as are specified in the notice. The Regional Director may grant an extension of time within which to complete corrective actions when, in his judgment, extenuating circumstances not within the holder's control such as adverse weather conditions, disturbance to wildlife during breeding periods or periods of peak concentration, or other compelling reasons warrant. Should the holder of a right-of-way issued under authority of the Mineral Leasing Act, as amended, fail to take corrective action within the 60-day period, the Regional Director will provide for an administrative proceeding pursuant to 5 U.S.C. 554, prior to a final Departmental decision to suspend or terminate the easement or permit. In the case of all other right-of-way holders, failure to take corrective action within the 60-day period will result in a determination by the Regional Director to suspend or terminate the easement or permit. No administrative proceeding shall be required where the easement or permit terminates under its terms.

(10) To restore the land to its original condition to the satisfaction of the Regional Director so far as it is reasonably possible to do so upon revocation and/or termination of the easement or permit, unless this requirement is waived in writing by the Regional Director. Termination also includes permits or easements that terminate under the terms of the grant.

(11) To keep the project manager informed at all times of his address, and, in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

(12) That in the construction, operation, and maintenance of the project, he shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.

(13) That the grant of the easement or permit shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the land affected thereby. The applicant agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the easement or permit area not actually occupied for the purpose of the granted rights to the extent that it does not interfere with the full and safe utilization thereof by the holder. The holder of an easement or permit also agrees that authorized representatives of the United States shall have the right of access to the easement or permit area for the purpose of making inspections and monitoring the construction, operation and maintenance of facilities.

(14) That the easement or permit herein granted shall be subject to the express covenant that any facility constructed thereon will be modified or adapted, if such is found by the Regional Director to be necessary, without liability or expense to the United States, so that such facility will not conflict with the use and occupancy of the land for any authorized works which may hereafter be constructed thereon under the authority of the United States. Any such modification will be planned and scheduled so as not to interfere unduly with or to have minimal effect upon continuity of energy and delivery requirements.

(15) That the easement or permit herein granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easement or permit area unless approved in writing by the Regional Director.

CONSTRUCTION

(a) If construction is not commenced within two (2) years after date of right-of-way grant, the right-of-way may be canceled by the Director of the U. S. Fish and Wildlife Service at his discretion.

(b) Proof of construction: Upon completion of construction, the applicant shall file a certification of completion with the Regional Director.

Unofficial Copy

DISPOSAL, TRANSFER OR TERMINATION OF INTEREST

(a) Change in jurisdiction over and disposal of lands. The final disposal by the United States of any tract of land traversed by a right-of-way shall not be construed to be a revocation of the right-of-way in whole or in part, but such final disposition shall be deemed and taken to be subject to such right-of-way unless it has been specifically canceled.

(b) Transfer of easement or permit. Any proposed transfer, by assignment, lease, operating agreement, or otherwise, of an easement or permit must be filed in triplicate with the Regional Director and must be supported by a stipulation that the transferee agrees to comply with and be bound by the terms and conditions of the original grant. A $25 nonreturnable service fee must accompany the proposal. No transfer will be recognized unless and until approved in writing by the Regional Director.

(c) Disposal of property on termination of right-of-way. In the absence of any agreement to the contrary, the holder of the right-of-way will be allowed 6 months after termination to remove all property or improvements other than a road and useable improvements to a road, placed thereon by him; otherwise, all such property and improvements shall become the property of the United States. Extensions of time may be granted at the discretion of the Regional Director.

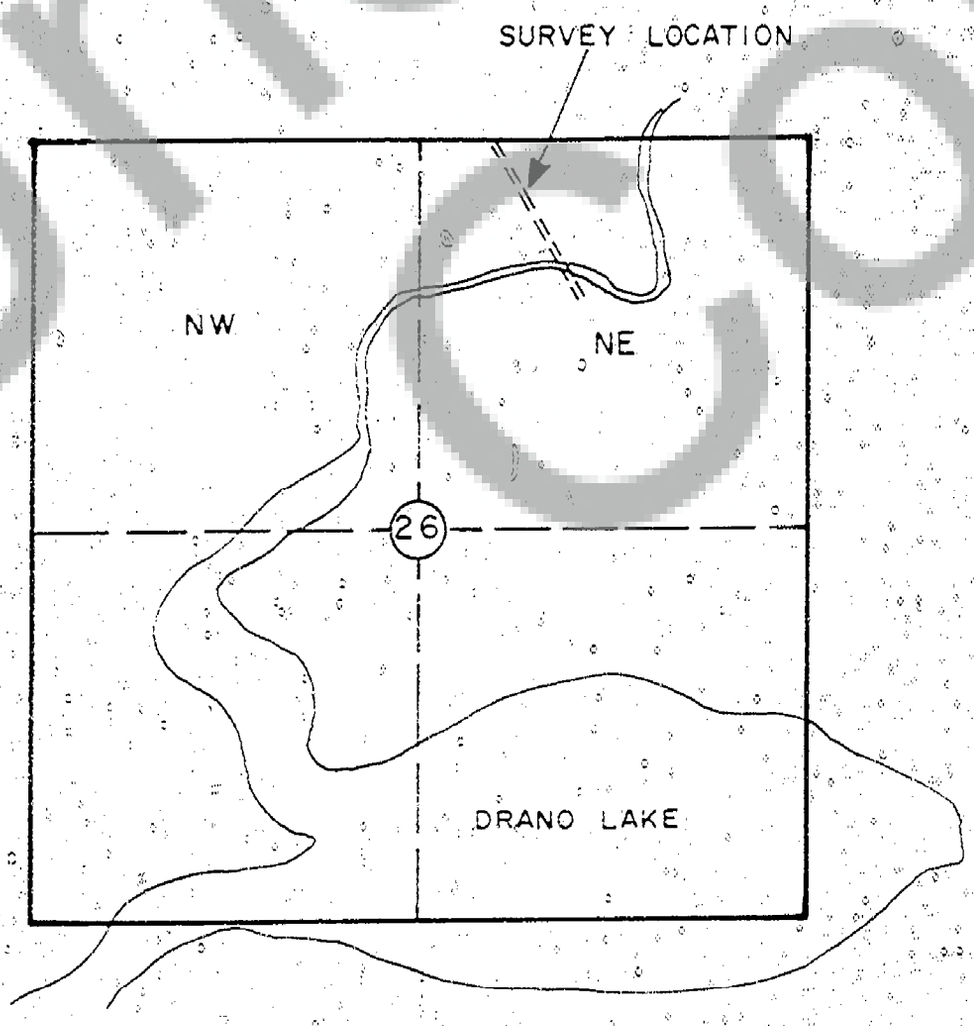
FOUND:
U.S. FISH & WILDLIFE
BRASS MONUMENT
(1947)

23
26

475.35

CENTERLINE OF TRANSMISSION EASEMENT
1174.85'
S 24° 14' 21" E

BEARING REFERENCE
LAMBERT CONFORMAL PROJECTION
θ = -0° 49' 39"



VICINITY MAP
SECTION 26, T. 3N, R. 9 E.W.M.

Unofficial Copy

EXHIBIT "B"

FOUND:
U.S. FISH & WILDLIFE
BRASS MONUMENT
(1947)

2636.34
S 87° 21' 09" E

1/16 CORNER
(CALCULATED)

1318.17

23 24
26 25

NW 1/4 NE 1/4

NE 1/4 NE 1/4

EASEMENT CENTERLINE

COMMENCING AT A POINT ON THE NORTH LINE OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 9 EAST W. M., SAID POINT LYING S 87° 21' 09" E 475.35 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 26, THENCE S 24° 14' 21" E 1174.85 FEET.

LITTLE WHITE SALMON RIVER

POND

SHOP

TRANSMISSION LINE EASEMENT
IN THE
NW 1/4 of the NE 1/4
of
SECTION 26 T 3 N., R 9 E W.M.
for
SKAMANIA COUNTY P.U.D. #1
SCALE 1" = 100'

SKAMANIA COUNTY ENGINEERING DEPARTMENT
WORK ORDER #81-V-01 JANUARY 1982

OK JK 1/22/82

Unofficial Copy