

129046

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AFTER RECORDING RETURN TO
Bonneville Power Administration
TSRF-3
P.O. BOX 3621
PORTLAND, OR 97208-3621
1-800-836-6619

FILED FOR RECORD
SKAMANIA CO. WASH
D. Thomas Tucker

AUG 25 10:18 AM '97

AUDITOR
GARY H. OLSON

BOOK 168 PAGE 504

Please print or type information

Document Title(s) (or transactions contained therein):	
1. Easement for ingress, egress, and underground utilities	SEARCHED <input checked="" type="checkbox"/>
2.	INDEXED <input checked="" type="checkbox"/>
3.	SERIALIZED <input checked="" type="checkbox"/>
4.	FILED <input checked="" type="checkbox"/>
Reference Number(s) of Documents assigned or released: (on page all of document(s)) 960232	
Grantor(s) (Last name first, then first name and initials)	
1. Bonneville Power Administration	NA
2.	
3.	
4.	
5. <input type="checkbox"/> Additional names on page of document	REAL ESTATE EXCISE TAX
Grantee(s) (Last name first, then first name and initials)	
1. Tucker, Thomas J.	AUG 25 1997
2. Tucker, Corrine A.	PAID NA
3.	
4.	
5. <input type="checkbox"/> Additional names on page of document	SKAMANIA COUNTY TREASURER
Legal description (abbreviated: i.e., lot, block, plat or section, township, range) SE1/4SE1/4, Sec. 26, T2N, R5E, W.M. Skamania County, WA 145	
<input type="checkbox"/> Additional legal is on page of document	
Assessor's Property Tax Parcel/Account Number 103770	
<input type="checkbox"/> Additional legal is on page of document	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

Tract No. BV-37 (FEE)
Case No. 960232

BOOK 168 PAGE 505

After recording, return to:
Bonneville Power Administration - TSRF-3
P.O. Box 3621
Portland, OR 97208-3621

Consideration is \$ 4,500

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the United States of America, Department of Energy, Bonneville Power Administration (BPA) does hereby grant unto Thomas J. and Corrine A. Tucker (hereinafter called the Grantee), and THEIR assigns, an easement for ingress, egress, and underground utilities over, upon, across, and under BPA's fee-owned North Bonneville-Troutdale lines 1 and 2 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 26, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, said fee-owned property having been acquired by Declaration of Taking No. 26, Volume 27, Page 319, dated February 6, 1939, Auditor's File 26973, Skamania County; said easement being more particularly described as follows:

An easement over and across an existing road in Fee Tract BV-37 of the Bonneville Power Administration (BPA) North Bonneville-Troutdale No. 1 and 2 transmission lines 300-foot wide right-of-way in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington. Said road lies between McCloskey Creek Road at centerline station 573+70 of the BPA North Bonneville-Troutdale No. 2 transmission line and traverses said 300-foot wide right-of-way southeasterly to a point 67.5 feet southerly of and opposite centerline station 566+70 of the BPA North Bonneville-Troutdale No. 1 transmission line and termination of said easement.

The above-described easement contains 0.293 acre(s), more or less, and is shown on a segment of the BPA drawing, North Bonneville-Troutdale lines 1 and 2, Serial 3372, marked Exhibit A, attached hereto, and by this reference made a part hereof.

Subject to outstanding rights.

Subject also to the following conditions:

1. Maintain a minimum distance of 15 feet between construction equipment and transmission line conductors (wires).
2. Storage of flammable materials or refueling of vehicles/equipment is prohibited.

3. Maintain a minimum distance of at least 50 feet between your facilities and the point where the transmission line (steel lattice structure/wood pole/guy anchor/steel pole) enters the earth. If this clearance cannot be met, install guard devices such as barriers, guardrails, or posts, for the protection of BPA's structures. Specifications and installation plans for these protective structures must be submitted to and approved by BPA prior to construction. Barriers should be put up to protect structures 10/4 of the No. 1 line and 10/4 of the No. 2 line from logging trucks.
4. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock.
5. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
6. Bury the cable with a minimum cover of 36 inches. Construct and maintain the cable to comply with applicable national, state, or local standards.
7. Mark the location of the underground utilities with permanent signs, and maintain such markings, where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
8. Restore BPA's right-of-way to its original condition, or better following construction. No grade changes to facilitate disposal of overburden shall be allowed. If the design of the road requires cutting or filling, the elevations of the proposed finished grade and original ground grade shall be submitted to this office for final approval.
9. Grade changes to existing ground elevations are not permitted. If grade changes are required, you must submit grading plans to this office for further approval by BPA. These plans should clearly indicate proposed finished elevations as well as existing ground elevations.
10. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 50 feet to any BPA structure.
11. BPA shall not be liable for damage to your property, facilities, or injury to persons which might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.
12. Damage to BPA property, resulting from your use, shall be repaired or replaced by BPA at its option. The actual costs of such repair or replacement shall be charged to and paid by you.

13. Construction/installation, use, and maintenance of the road or utilities shall be at no cost to BPA.
14. Should your use interfere with the construction, use or maintenance of said lines, you shall be required to remove such interference at no expense to BPA.
15. Modification of your present use requires BPA's written approval prior to implementation.

ENVIRONMENTAL RESPONSIBILITY: You shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state or federal laws or regulations applicable to the facility. You shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. You shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by you. Violations of such requirements by you shall make this agreement voidable at the election of BPA.

You should be aware that: (a) Immediate access may be required during power outages or other emergency situations resulting in the destruction or removal of fences or structures on the right-of-way, and (b) BPA will NOT be liable for ANY damage to your property which might occur as a result of maintenance activities.

This easement shall not interfere with any use by the United States of America of its fee-owned property.

Reserving unto the United States of America, and its assigns, the right to operate, maintain, rebuild, and upgrade existing electric transmission lines and to erect, operate, maintain, rebuild, and upgrade future transmission lines over, under, and across the easement area.

Reserving also unto the United States of America, and its assigns, the right of access to and along its fee-owned property.

The Grantee, and THEIR assigns, shall be liable for any damage to the property of the United States of America, including transmission lines and structures, arising out of or resulting from any act or omission of the Grantee or its employees, agents, or assigns acting within their authority in the construction, reconstruction, or maintenance of said Access road and utilities upon the fee-owned property of the United States of America.

TO HAVE AND TO HOLD the above-described easement unto Thomas J. and Corrine A. Tucker, and THEIR assigns, forever, EXCEPT, should the rights granted herein no longer be used or needed for the purposes defined in this easement for a consecutive two-year period, or be

abandoned, then upon written notice by the United States of America to the Grantee, or assigns, all rights granted by this easement shall automatically terminate and the title thereto revert in the United States of America.

The true and actual consideration for this easement is \$4,500

This conveyance is made pursuant to the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319) and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of this easement will not be adverse to the interests of the United States of America.

Dated at Portland, Oregon, this 31 day of July 1997

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Rene Ferrera
Manager, Real Estate Field Services

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me Rene M. Ferrera, to me known to be the Manager, Real Estate Field Services, Bonneville Power Administration, who subscribed to and executed the within instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

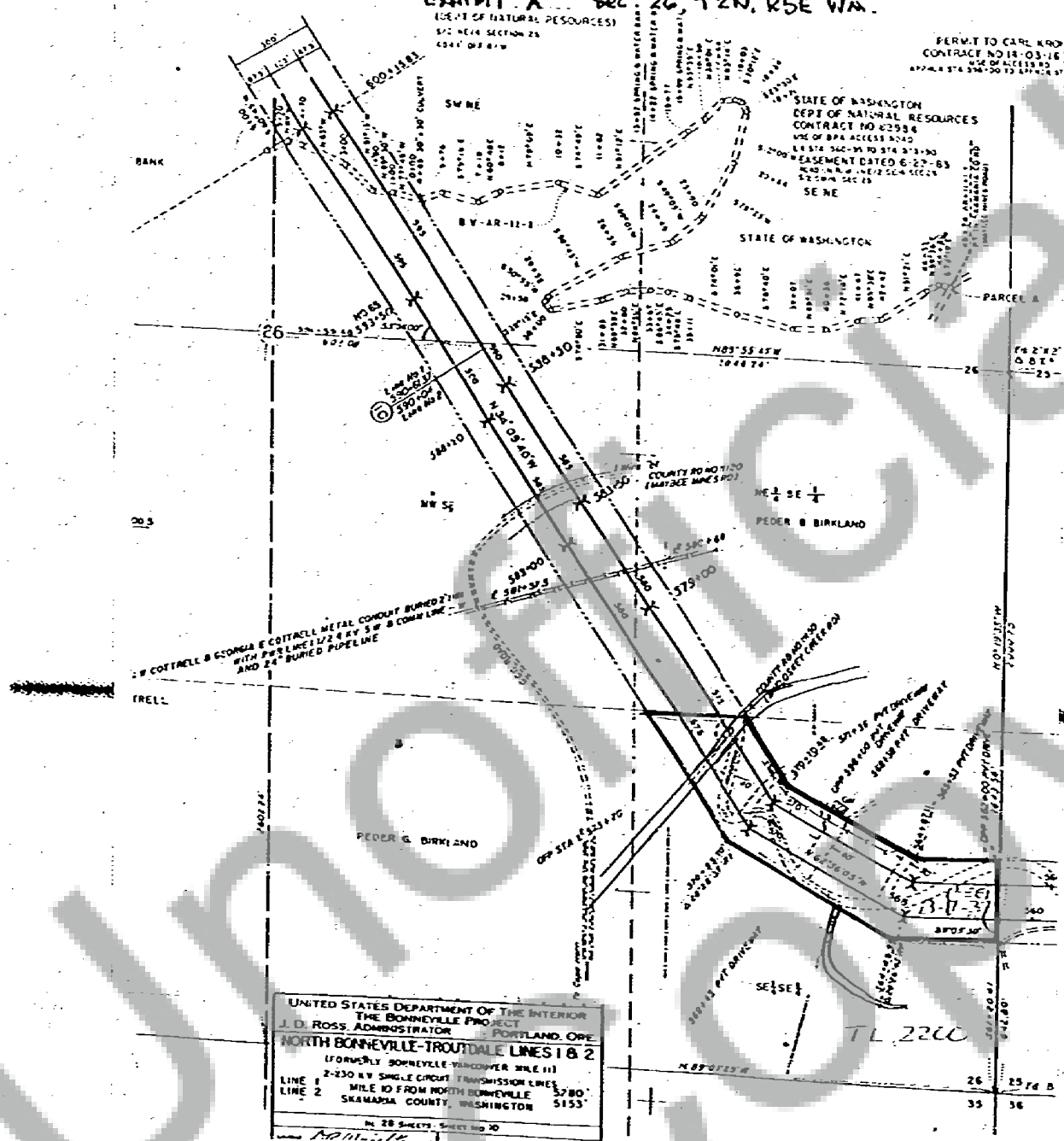
GIVEN under my hand and official seal this 31 day of July 1997.

Sue Kinish
Notary Public for Oregon

(SEAL)

My Commission expires: 12-8-98





UNITED STATES DEPARTMENT OF THE INTERIOR
 THE BONNEVILLE PROJECT
 J. D. ROSS, ADMINISTRATOR
 NORTH BONNEVILLE-TROUTDALE LINES 1 & 2
 (FORMERLY BONNEVILLE-YACOVVER LINE 1)
 2-230 KV SINGLE CIRCUIT TRANSMISSION LINES
 LINE 1 MILE 10 FROM NORTH BONNEVILLE 5780'
 LINE 2 SKAMAGIA COUNTY, WASHINGTON 5153'
 PL. 28 SHEETS, SHEET NO. 20