

**AFTER RECORDING, RETURN TO  
Bonneville Power Administration  
TERO-3  
P.O. BOX 3621  
PORTLAND, OR 97208-3621**

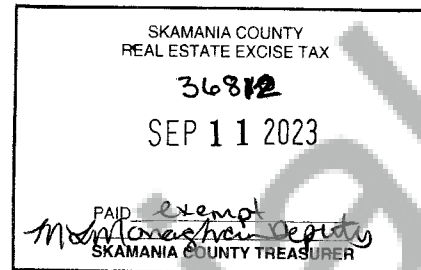
Skamania County, WA  
Total: \$211.50  
EASE  
Pgs=9  
Request of: CLARK COUNTY TITLE

**2023-001278**

09/11/2023 12:50 PM

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Legal description: A portion of the Southwest 1/4 Northwest 1/4 of Section 23, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, as described in Exhibit A and shown on Exhibits B & C. (Affects Tax Account No. 02062320010600.)



BPA Tract No.:

NB-V-5-AR-11R1P2  
(Easement)

**United States of America  
Department of Energy, Bonneville Power Administration**

**EASEMENT AGREEMENT  
Access Road**

This Easement Agreement is made between BETH J. HUDSON, Trustor and Trustee of the Beth R. Byron Trust, dated September 12, 2014, as amended, who acquired title as Beth J. Hudson, Trustor and Trustee of the Beth R. Byron Trust, dated September 12, 2017, as amended, and CAMERON BYRON, an unmarried man, ("Grantor"), whether one or more, and the UNITED STATES OF AMERICA and its assigns ("Grantee"), pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act, of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq.; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended, 16 U.S.C. §§ 839 et seq.

The parties agree as follows:

1. Conveyance and Consideration.

Grantor, for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) and the provisions contained herein, does hereby grant and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual non-exclusive easement for access road purposes in, upon, over, across, and under the land described in Exhibit A and shown on Exhibits B & C ("Easement Area"), attached hereto and made a part hereof. The acquiring federal agency is the Department of Energy, Bonneville Power Administration.

2. Grant of Rights.

This Easement Agreement includes the right to enter and to locate, construct, use, maintain, repair, and reconstruct one or more roads, and appurtenances thereto, including but not limited to culverts and bridges, together with cuts and fills, as needed. The Easement Area may be used for access to and from Grantee's existing and future facilities.

This Easement Agreement is subject to easements of record and the mineral rights of third parties.

Grantor reserves the right to use the Easement Area for ingress and egress. This reserved right shall be exercised in a manner that will not interfere with Grantee's use of the Easement Area. Structures or objects that interfere with Grantee's use of the Easement Area shall become the property of Grantee and may be disposed of by Grantee in any manner it deems suitable.

3. Grantee's Due Care.

Grantee shall exercise due care in the exercise of rights and privileges granted herein. Grantee agrees to repair or reasonably compensate Grantor for damage to Grantor's property caused by the exercise of Grantee's rights, unless such property interferes with Grantee's use of the Easement Area as specified in section 2. Payment for such damage shall be made on the basis of a damage estimate approved by Grantee.

4. Grantor's Warranty.

Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is granted, that Grantor has the lawful right to convey this easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.

5. Grantee to Obtain Title Report and Record.

Grantee shall pay for the procurement of any title report or title insurance that Grantee may require, and shall pay to record this instrument.

6. Heirs, Successors and Assigns Bound By Agreement.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of Grantor and Grantee.

(Signatures on next page)

<p><u><i>[Signature]</i></u> Grantor:</p> <p>_____ Title (if applicable)</p> <p><u>8/12/23</u> Date</p>	<p><u><i>Beth A Hudson, Trustee of the Beth A. Hudson Trust</i></u> Grantor:</p> <p>_____ Title (if applicable)</p> <p><u>8/12/23</u> Date</p>
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Accepted for the  
UNITED STATES OF AMERICA

*[Signature]*  
Signature

*Realty Specialist*  
Title

*August 16<sup>th</sup> 2023*  
Date

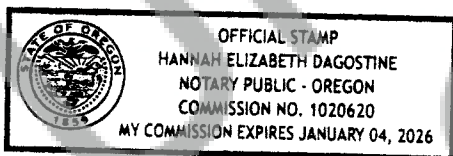
bjw 07/06/2022

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

State of Oregon )  
County Multnomah ) ss

On this 12 day of august, 2023, before me personally appeared Cameron Byron, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.



(SEAL)

Hannah Elizabeth Dagostine  
Notary Signature  
Hannah Elizabeth Dagostine  
Notary Printed Name

Notary Public in and for the

State of Oregon

Residing at Portland U.S. Bank

My commission expires January 04, 2026

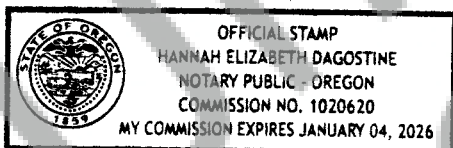
U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Oregon )  
 ) ss.  
County Multnomah )

On this 12 day of August, 20 23, before me personally appeared  
Beth Hudson, known to me, or proved to me on the basis of  
satisfactory evidence to be the person who executed the within instrument as the Trustee  
of the Beth R Byron Trust

acknowledged to me that he/she executed the same freely and voluntarily in such capacity; and on oath stated  
that he/she was authorized to execute said instrument in such official or representative capacity.



(SEAL)

Hannah Elizabeth Dagostine  
Notary Signature  
Hannah Elizabeth Dagostine  
Notary Printed Name

Notary Public in and for the

State of Oregon

Residing at Portland U.S. Bank

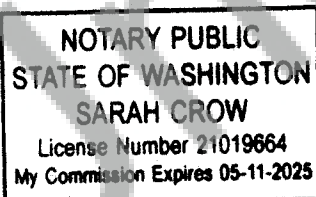
My commission expires January 04, 2026

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Washington       )  
  ) ss.  
County of Snohomish       )

On this 16<sup>th</sup> day of August, 2023, before me personally appeared Patrick Munyua, known to me, or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Realty Specialist of Bonneville Power Administration acknowledged to me that he executed the same freely and voluntarily in such capacity; and on oath stated that he was authorized to execute said instrument in such official or representative capacity.



*Sarah Crow*  
Notary Signature

Sarah Crow  
Notary Printed Name

Notary Public in and for the

State of Washington

Residing at Everett, Washington.

My commission expires May 11, 2025.

NB-V-5-AR-11R1 Parcel 2

That portion of a right-of-way 20 feet wide, over and along an existing road, over and across part of the SW1/4NW1/4 of Section 23, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, lying within a portion of the tract described in the Statutory Warranty Deed, recorded November 7, 2022, as Auditor's File No. 2022-002196, records of said county, also lying within a portion of Road "B", a 60 foot wide private road easement as described in the document entitled Legal Description for Columbia River Estates, recorded as Auditor's File No. 75655, in Book J, Page 358, Miscellaneous Records of said county, also lying within a portion of said private road easement, identified as Road "B" on the survey of Columbia River Estates, recorded as Auditor's File No. 75656, in Book J, Page 364, Miscellaneous Records of said county, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for NB-V-5-AR-11R1 Parcel 2, sheets 1 and 2, dated December 12, 2022, attached hereto and made a part hereof.

## **EXHIBIT A**

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH
NB-V-5-AR-11R1	BETH R. BYRON - TRUST CAMERON BYRON	PARCEL 2 SW/4NW/4 SEC 23	230'

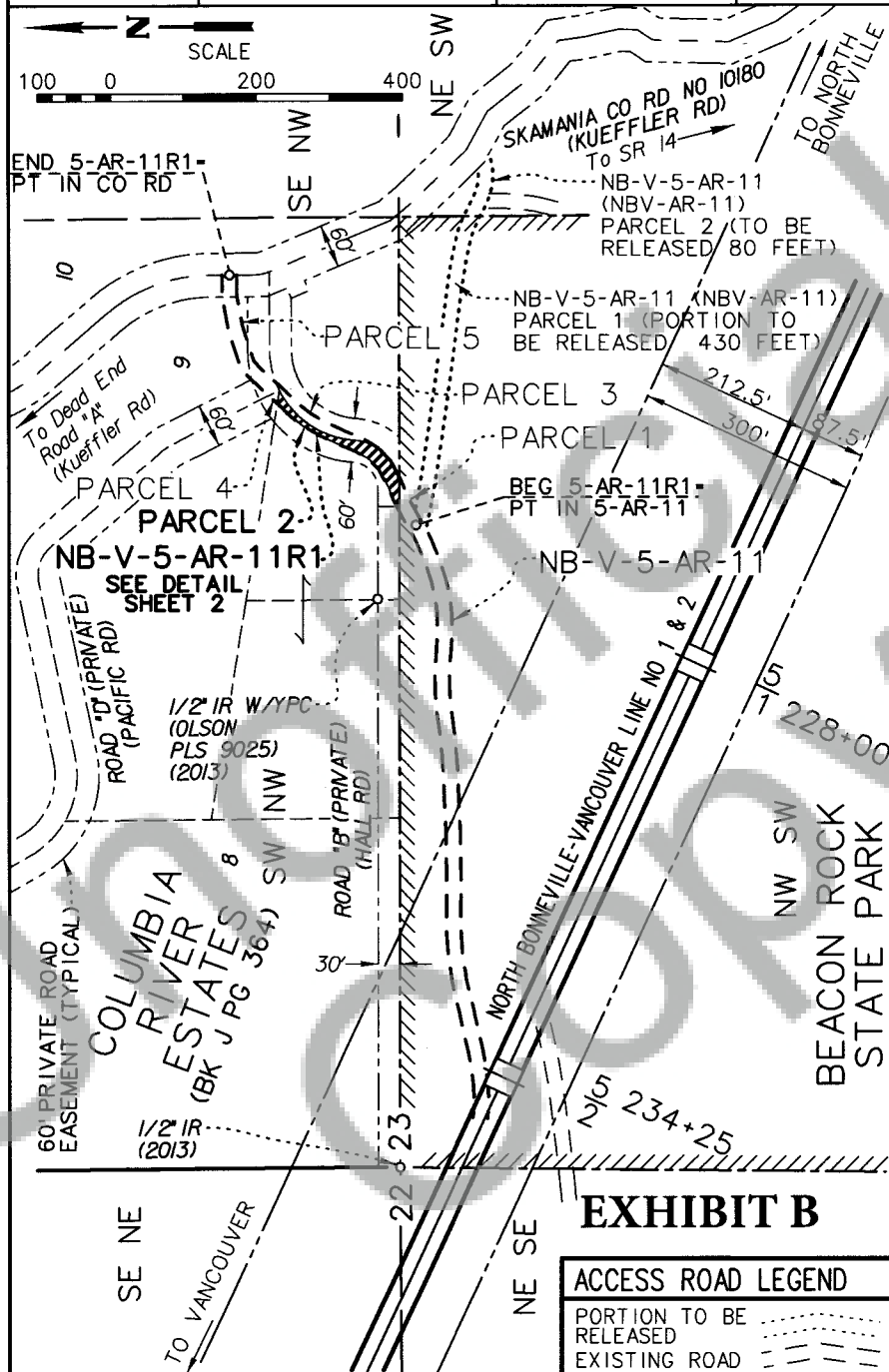


EXHIBIT DATED: 12/12/2022

ACCESS ROAD LEGEND	
PORTION TO BE RELEASED	
EXISTING ROAD	
ACCESS ROAD R/W WIDTH IS 20' UNLESS OTHERWISE NOTED	

**BONNEVILLE POWER ADMINISTRATION**

NORTH BONNEVILLE-VANCOUVER NO 1 & 2

DRAWN: DC CHECKED: GLH..

ACCESS ROAD ACQUISITION EXHIBIT FOR:

NB-V-5-AR-11R1 PARCEL 2 SHEET 1 OF 2

SEC 23 T2N R6E WM

SKAMANIA COUNTY, WASHINGTON

*Frank D. Miford* 01/10/23  
BPA Accepting Official DATE



# EXHIBIT C

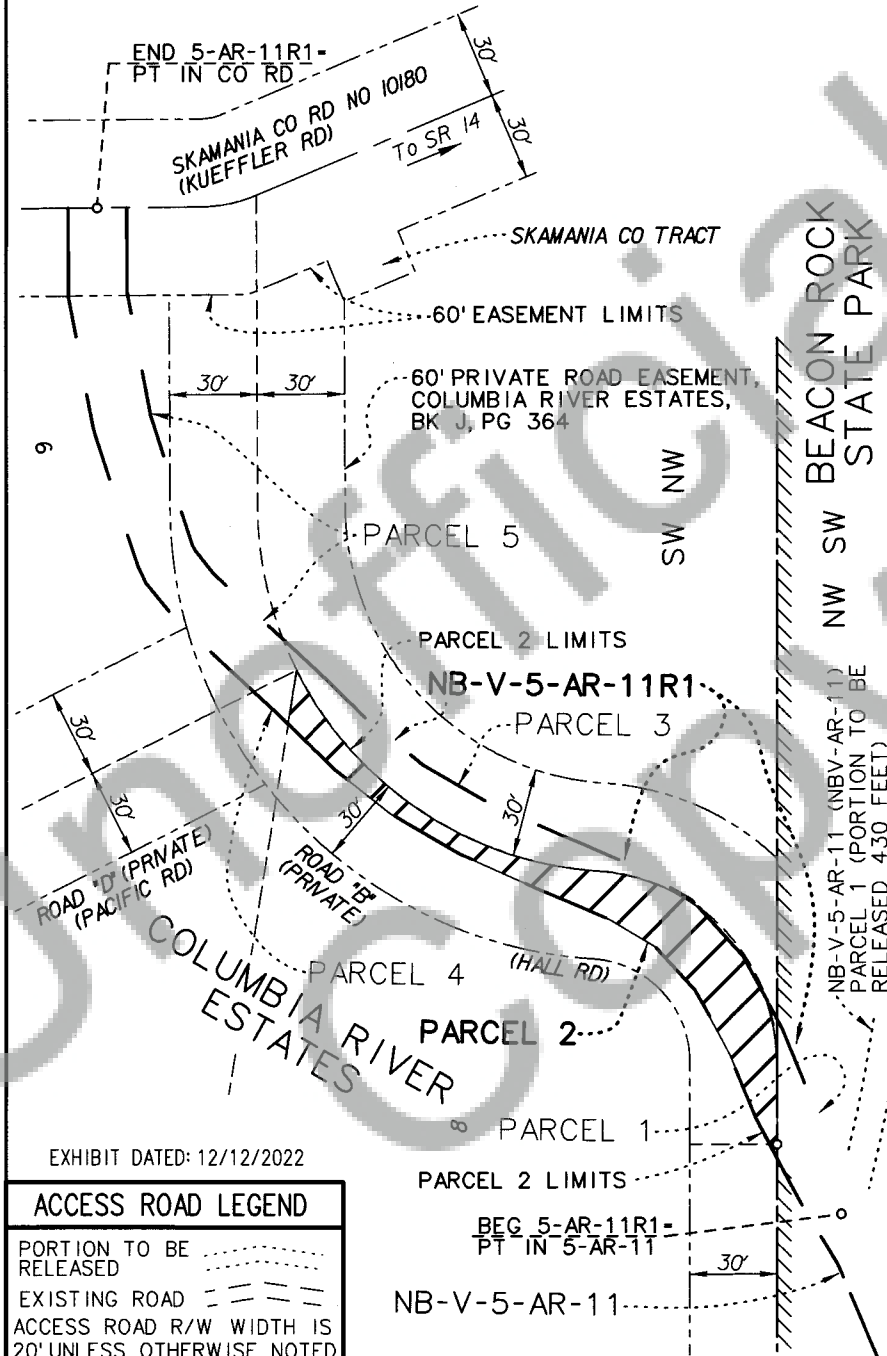
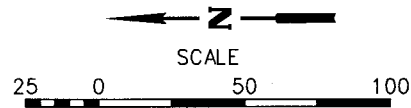


EXHIBIT DATED: 12/12/2022

## ACCESS ROAD LEGEND

PORTION TO BE RELEASED  
EXISTING ROAD  
ACCESS ROAD R/W WIDTH IS 20' UNLESS OTHERWISE NOTED

## BONNEVILLE POWER ADMINISTRATION

NORTH BONNEVILLE-VANCOUVER NO 1 & 2

DRAWN: DC CHECKED: GLH

ACCESS ROAD ACQUISITION EXHIBIT FOR:

NB-V-5-AR-11R1 PARCEL 2 SHEET 2 OF 2

SEC 23 T2N R6E WM

SKAMANIA COUNTY, WASHINGTON

*Frank D. Mifaud* 01/10/23  
BPA Accepting Official DATE