

Skamania County, WA
Total: \$310.50
EASE
Pgs=8

2024-000477

04/24/2024 01:57 PM

Request of: CLARK COUNTY TITLE



00018294202400004770080087

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

Legal description: A portion of the SW1/4 NW1/4 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. 02 06 23 2 0 0107 00)

Skamania County

Real Estate Excise Tax

37136

APR 24 2024

PAID exempt
Skamania County Treasurer
M. Monaghan

BPA Tract No.:

NB-V-5-AR-11R1P4

United States of America
Department of Energy, Bonneville Power Administration

EASEMENT AGREEMENT
Access Road

This Easement Agreement is made between MICHAEL KELLY AND ANNE KELLY, HUSBAND AND WIFE ("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 FIVE HUNDRED DOLLARS (\$500.00) 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.

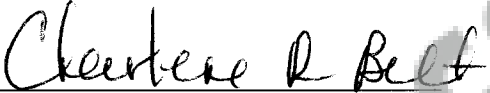
6. Heirs, Successors and Assigns Bound By Agreement.

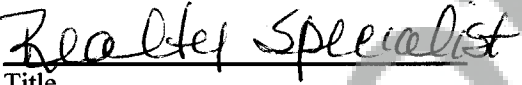
The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of Grantor and Grantee.

(Signatures on next page)

 Grantor: MICHAEL KELLY	 Grantor: ANNE KELLY
Title (if applicable)	Title (if applicable)
1/16/24 Date	1/16/24 Date

Accepted for the
UNITED STATES OF AMERICA


Signature


Title

01/27/2024
Date

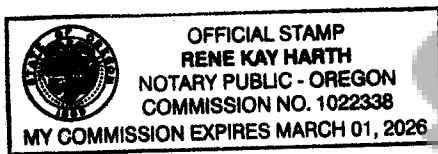
Imm 09/09/2022

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

State of Oregon)
County Wasco) ss

On this 16th day of January, 20 24, before me personally appeared Michael Kelly, 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)

Rene Harth
Notary Signature

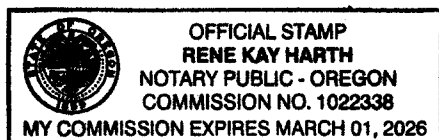
Rene Harth
Notary Printed Name

Notary Public in and for the
State of Oregon

Residing at The Dalles, OR

My commission expires March 1, 2026

On this 16th day of January, 20 24, before me personally appeared Anne Kelly, 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)

Rene Harth
Notary Signature

Rene Harth
Notary Printed Name

Notary Public in and for the
State of Oregon

Residing at The Dalles, OR

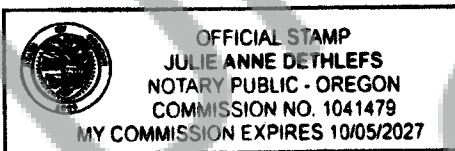
My commission expires March 1, 2026

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Oregon)
County Multnomah) ss.

On this 27th day of February, 20 24, before me personally appeared Charlene R. Belt, 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 for Bonneville Power Administration.
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)

Julie Anne Dethlefs
Notary Signature
Julie Dethlefs
Notary Printed Name

Notary Public in and for the
State of Oregon
Residing at Beaverton, OR
My commission expires 10/05/2027

NB-V-5-AR-11R1 Parcel 4

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 Tract 8 of Columbia River Estates as described in the Statutory Warranty Deed, recorded March 17, 2022, as Auditor's File No. 2022-000543, 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 4, 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	MICHAEL KELLY AND ANNE KELLY	PARCEL 4 SW/4NW/4 SEC 23	20'

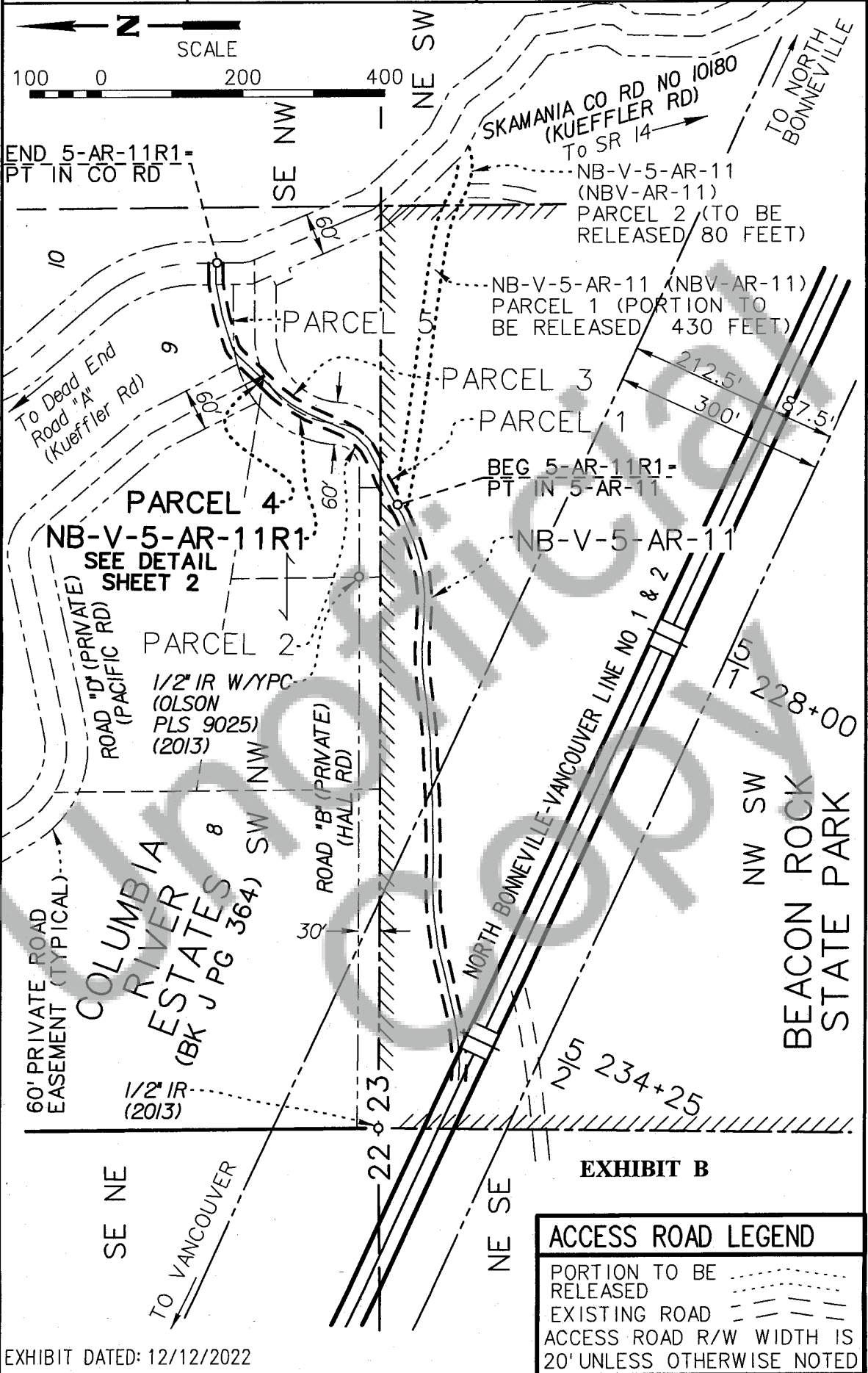


EXHIBIT DATED: 12/12/2022

BONNEVILLE POWER ADMINISTRATION
NORTH BONNEVILLE-VANCOUVER NO 1 & 2
ACCESS ROAD ACQUISITION EXHIBIT FOR:
NB-V-5-AR-11R1 PARCEL 4 SHEET 1 OF 2
SEC 23 T2N R6E WM
SKAMANIA COUNTY, WASHINGTON

DRAWN: DC CHECKED: GLH

Frank D. Mifsud 01/10/23
BPA Accepting Officer DATE

