

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

2024-000877

07/08/2024 02:17 PM

Request of: CLARK COUNTY TITLE



00018853202400008770080081

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

Skamania County
Real Estate Excise Tax

31250

JUL 08 2024

Legal description: A portion of the NE1/4 NW1/4 of Section 21, 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 21 0 0 0101 00.)

PAID exempt
Skamania County Treasurer
Washington Deputy

BPA Tract No.: NB-V-6-AR-4P3

United States of America
Department of Energy, Bonneville Power Administration

EASEMENT AGREEMENT
Access Road

This Easement Agreement is made between JAMES NORMAN WORTHINGTON, AS HIS SEPARATE ESTATE ("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:

Skamania County Assessor

Date 7-8-24 Parcel# 02062100010100
LM

1. Conveyance and Consideration.

Grantor, for and in consideration of the sum of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) 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.

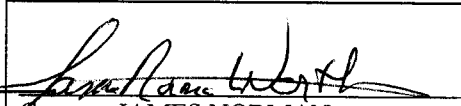
5. Grantee to Obtain Title Report and Record.

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

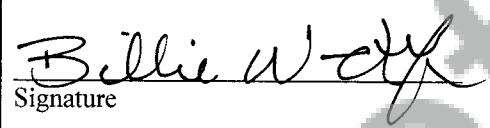
6. Heirs, Successors and Assigns Bound By Agreement.

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: JAMES NORMAN WORTHINGTON _____ Title (if applicable) <u>2/2/2024</u> Date	_____ Grantor: _____ Title (if applicable) _____ Date
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Accepted for the
UNITED STATES OF AMERICA


Signature

Realty Specialist
Title

06-03-2024
Date

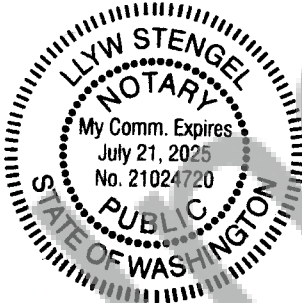
bjw 10/21/2022

INDIVIDUAL ACKNOWLEDGMENT

I certify that I know or have satisfactory evidence that James
Norman Warthington is the person who appeared before me, and
said person acknowledged that (he/she) signed this instrument and
acknowledged it to be (his/her) free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated this 2nd day of February 2024.

Customer Signature



Print Name

Llyw Stengel
Notary Public in and for the State of Washington

My appointment expires July 21st 2025

First Federal
For Bank Use Only

Account Number(s)

Contract # _____

Other # _____

Teller Stamp

FIRST FED

FEB 02 2024

Teller #701

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Oregon)
County Multnomah) ss.

On this 3rd day of June, 2024, before me personally appeared
Billie Woodman, 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 United States of America, Bonneville Power Admin.
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)

Notary Signature

Notary Printed Name

Notary Public in and for the

State of Oregon

Residing at Multnomah

My commission expires January 26, 2026

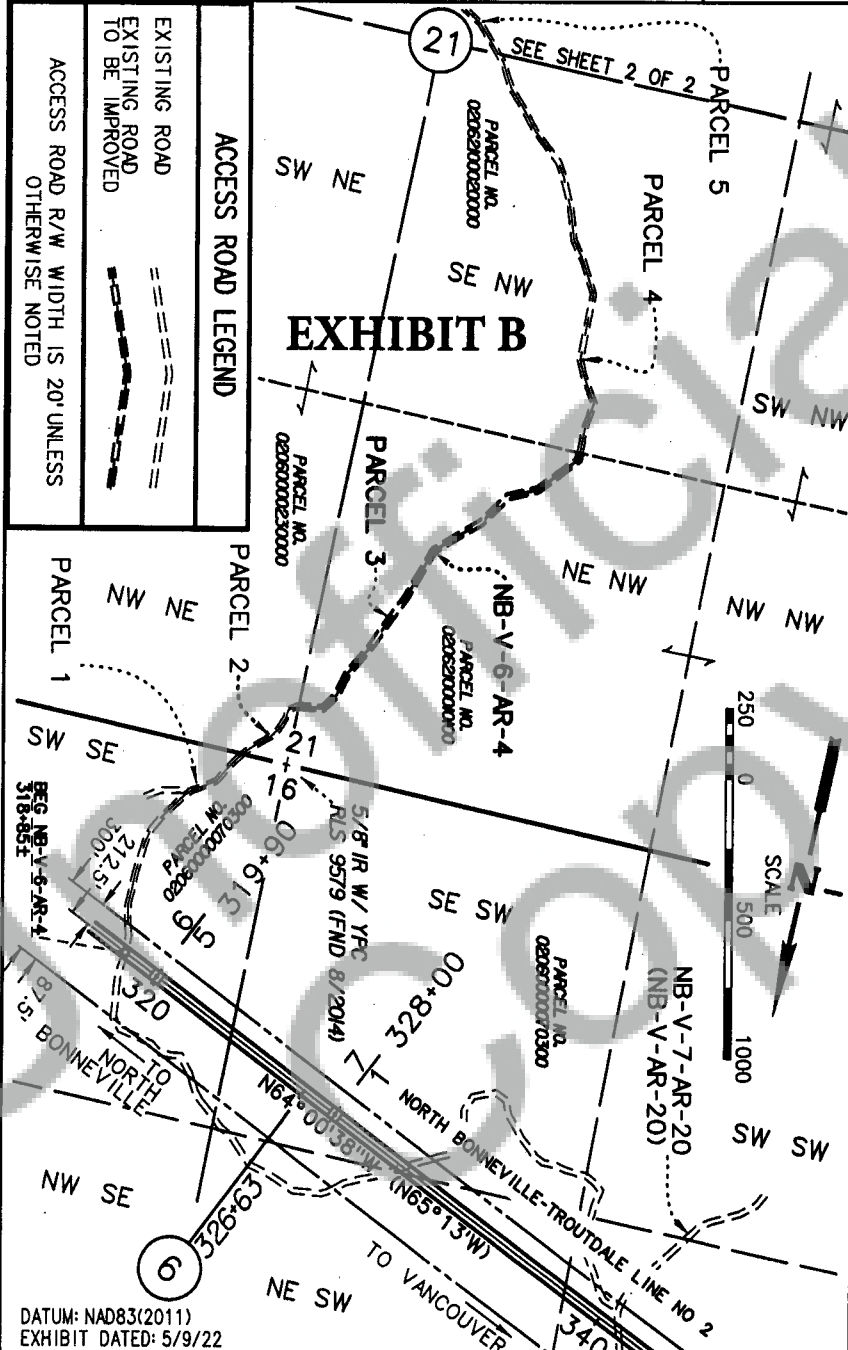
NB-V-6-AR-4 Parcel 3

A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the NE1/4NW1/4 of Section 21, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, as described in Statutory Warranty Deed recorded March 12, 2018, as Instrument No. 2018-000478, records of said county. As shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for NB-V-6-AR-4 Parcel 3, sheets 1 and 2, dated May 9, 2022, attached hereto and made a part hereof.

EXHIBIT A

Prepared By DConvidae 5/20/22
Checked By GLHarbeson 5/23/2022

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH
NB-V-6-AR-4	JAMES NORMAN WORTHINGTON	PARCEL 3 NE/4NW/4 SEC 21	1440'



DATUM: NAD83(2011)
EXHIBIT DATED: 5/9/22

BONNEVILLE POWER ADMINISTRATION
NORTH BONNEVILLE-VANCOUVER NO 1 & 2
 ACCESS ROAD ACQUISITION EXHIBIT FOR:
NB-V-6-AR-4 PARCEL 3 SHEET 1 OF 2
SEC 21 T2N R6E WM
SKAMANIA COUNTY, WASHINGTON

DRAWN: DC CHECKED: GLH
Frank D. Miffland 05/27/22
 BPA Accepting Official DATE

DRAWN: DC CHECKED: GLH

Frank D. Mifsud 05/27/22
BPA Accepting Official DATE