

A G R E E M E N T

This AGREEMENT, made and entered into on this 6th day of January, 1971, by and between the UNITED STATES OF AMERICA, acting through the Bonneville Power Administrator, as authorized by 16 U.S.C. 832, et seq., hereinafter called the Government, and the COUNTY OF SKAMANIA, STATE OF WASHINGTON, acting by and through its County Commissioners, hereinafter called the County,

W I T N E S S E T H:

WHEREAS the County has acquired the ownership of a right of way for the improvement of County Road No. 2027 (Ryan Allen Road), over and across the following described tracts of land:

~~W&NS&~~ and the ~~W&NS&~~ of Section 35, Township 3 North, Range 7 East, W.M., Skamania County, Washington

which right of way is in part located on property acquired by the Government for a right of way for the Bonneville Power Administration Bonneville-Coulee Nos. 1 & 2 electric power transmission lines, between Towers 14/7 and 5/3 on said No. 1 line and Towers 24 and 27 on said No. 2 line, as shown colored in orange on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS it is the desire of the said parties to adjust and modify the respective rights of said parties to permit the crossing of the Government's right of way with a minimum of conflict;

IT IS THEREFORE AGREED:

1. That the County will pay the Government the cost of any relocation of electric power transmission line structures within the boundaries of the Government's right of way at and adjacent to such crossings as the County may request.

2. That any and all damage or injury to the Government's property caused by or resulting from the construction or repair of the County's crossing or facilities may be repaired by the Government and the actual costs of such repair be charged against and paid by the County.

3. That the Government will not in the future, so long as said road right of way is used for public road purposes, by authority of the County, erect or construct any electric power transmission line supporting structures upon said road right of way and will erect, construct, and maintain the conductors (wires) of the existing and any future electric power transmission line or lines over said road right of way in such manner as will not interfere with or endanger the use of said road right of way for public road purposes.

4. Should any rights acquired by the County by this agreement no longer be used or needed for public road purposes, such rights granted shall terminate and revert to and revert in the Government.

5. This Agreement is subject to the rights heretofore granted to the owner of the adjoining land in said ~~W&NS&~~ of Section 35 for the use of said property for ingress and egress and for agricultural and other purposes by easement deed dated September 3, 1940.

The County covenants and agrees that it will comply with the terms and provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 241, to the extent that the provisions of said Act apply to the County. In the event of violation, the Government reserves the right to invoke the provisions of Section 17.4 of Title 43 C.F.R.

No Member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

By John H. Mulcahy
Chief, Branch of Land

COUNTY OF SKAMANIA, STATE OF WASHINGTON

By Samuel L. Smith
Commissioner

By James F. Atwood
Commissioner

By Lytle W. Terman
Commissioner

STATE OF OREGON)
County of Multnomah) ss.

On this day personally appeared before me John V. Mulcahy, to me known to be the ~~xxxx~~ Chief, Branch of Land, Bonneville Power Administration, described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 6th day of January, 1971.

Lytle W. Terman
Notary Public for Oregon
My commission expires: 8-31-71

APPROVED AS TO FORM:

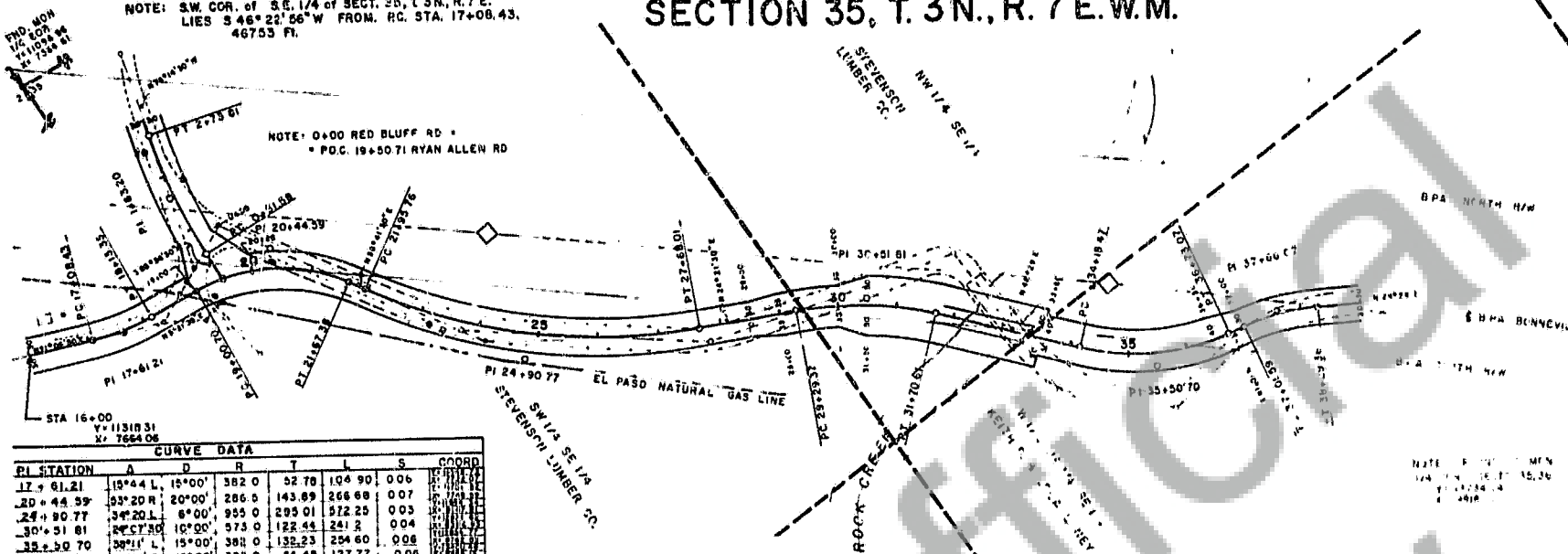
Lytle W. Terman
Notary Public



SECTION 35, T. 3 N., R. 7 E. W.M.

NOTE: S.W. COR. of S.E. 1/4 of SECT. 25, T. 3 N., R. 7 E.
LIES S 46° 22' 56" W FROM. RC. STA. 17+08.43.
46753 FT.

NOTE: 0+00 RED BLUFF RD =
P.O.C. 19+50.71 RYAN ALLEN RD



PI STATION	A	D	R	T	L	S	COORD.
17+61.21	15°44' L	15°00'	382.0	52.78	104.90	0.06	
20+44.59	53°20' R	20°00'	286.5	143.89	268.68	0.07	
24+90.77	34°20' L	8°00'	955.0	295.01	512.25	0.03	
30+51.81	2°57' R	10°00'	573.0	122.44	241.2	0.04	
35+50.70	30°11' L	15°00'	388.0	132.23	254.60	0.06	
37+66.57	19°10' R	15°00'	382.0	64.48	127.77	0.06	

RED BLUFF ROAD						
1+63.20	13°20' R	6°00'	955.0	111.62	222.23	CROWN

EXHIBIT A

SKAMANIA COUNTY -- WASHINGTON
COUNTY ENGINEERS OFFICE

RYAN ALLEN ROAD
CO. ROAD NO. 2027
MP 10 M.P.
Scale 1" = 100' Horiz
1" = 10' Vert

APPROVED _____
DATE _____ COUNTY ENGINEER

CHAIRMAN BOARD OF COUNTY COMMISSIONERS

C.E.P. NO. _____ SHEET 00

FILE DRAWER _____ TOLSON _____ SMITH _____

