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SK-11891

CONTRACT AND GRANT OF EASEMENT (Access Road)

THIS AGREEMENT made this 7th day of May, 1980, between ARTHUR H. ARP,

(the Grantor), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1970), and the Federal Columbia River Transmission System Act, Act of October 18, 1974, F.L. 93-454 88 Stat. 1376, 16 U.S.C. 838 (Supp IV).

WITNESSETH:

That the parties here's covenant and agree as follows:

1. The Grantor, for and in consideration of the sum of the precisions constained in this agreement, 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, and across the following described land, to wit: purposes in, upon, and across the following described land, to wit: perpetual non-exclusive easement for access road purposes in, upon, and across the following described land, to wit: provide the states in the Swinwa of Socion American, "Road B." of Columbia River Estates in the Swinwa of Socion American, Township 2 North, Range 6 Fast, Willamette Merician, Skamania County, 23, Township 2 North, Range 6 Fast, Willamette Merician, Skamania County, Washington. The width and approximate location are shown or Exhibit A attached hereto and by reference made a part hereof,

for the following purposes, namely: the right to enter and locate, construct, use, maintain, repair and rebuild a road(x), together with cuts and fills as reeded.

2. Above listed access road(s) may be used for access to and from any existing or future transmission lines belonging to the United States, which have been or may be constructed adjacent or nearly adjacent thereto.



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- of acceptance of this instrument by the United States of States
- 3. Notice of acceptance of this instrument by the United States shall be given to the Grantor at his last known address within six months from the date hereof, or this offer shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exercise the rights granted herein.
- 4. The Grantor reserves the right to use the road(s) for ingress and egress insofar as the same is located on the land of the rantor, such reserved right to be exercised in a manner that will not interfere with the use of the road by the United States.
- 5. The United States shall repair damages to the road(r) caused by or arising out of its use theraof.
- 6. The rights granted herein are subject to easements of record and mineral rights of third parties.
- 7. In addition to the consideration recited herein, the United States shall repair or compensate the Grantor for damage to agricultural crops, fences, and irrigation and drainage systems within the access road that occurs as a result of and during the construction, reconstruction, removal or maintenance of the transmission line(s). Payment for such damage shall be made on the basis of an appraisal approved by the United States.
- 8. The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States, and obtain such curative evidences of title as may be requested by the United States.
- The United States shall pay all costs incidental to the preparation and recordation of this instrument, and for the procurement of the title evidence.
- 10. It is further understood and agreed by the Grantor that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.
- 11. The Grantor covenants to a d with the United States that the Grantor is lawfully seized and possessed of he land aforesaid; has a good and lawful right and power to sell and convey the same; that the same is free and clear of encumbrances, except as herein provided; and the Grantor will forever warrant and defend the title + said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.
- 12. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, succe sors and assigns of the Grantor, and the assigns of the United States.
- 13. Future expenditures to be made by the United States as provided herein are subject to the availability of funds therefor.

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14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share an, part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

Witness	arantor H. Chyp
Accepted for the UNITED STATES OF AMERICA By: Auting Head, Acquisition Section Branch of Land	Grantor Grantor
Bonneville Fower Administration	Grantor
COUNTY OF Skamania On the 7th day of "av	19 90 panconally come hoffer an arrange
public in and for said County and State to me personally known to be the ident	19 90, personally came before me, a matar e, the within-named the secured ical person described in and who executed d acknowledged to me that executed t and deed, for the uses and purposes
GIVEN under my hand and official s	seal the day and year last above written.
7530 Transaction excise tax	Notary Public in and State of Mashington State of Mashington State of Mashington May 100 May 1
1980 Amount Paid	man di L

Skumania County Treaser

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On the 14th day of May , 1980, personally came before me, a notary public in and for said County and State, the within seed Donald H. Munro, Acting Hend, a sition Section Branch of Land Bonneville Power Administration Processing the Section Personally most to be the Section Person described in an executed the within and foregoing instrument and acknowledged to me that he executed the same within and foregoing instrument and acknowledged to me that he executed the same within and foregoing instrument and acknowledged to me that

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the Shate of Oregon Farding at STESham

Ny commission expires: May 5, 1983

OR STARLES

pentioned.

STATE OF) set

#SEAL)

I CERTIFY that the within instrument ras received for the record on the day of , 19 , at U., and recorded in book on page , records of said County.

Witness my hand and neal of County affixed.

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13	·y	 	Deputy.	

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TITLE SECTION, BEANTH OF LAND BONHEYILLE HOWP'S ADMINISTRATION P.O. FOR NO. 3471 PORTI, AND, OFFICE #1348

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