

Tract, No AFR-2-AR-1, P. 1

CONTRACT AND GRANT OF EASEMENT
(Access Road)THIS AGREEMENT made this 5TH day of June, 1970,
Between John Tol, Executor of Estate of Lillian Tol, deceased

(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. 812-2 (1970), and the Federal Columbia River Transmission System Act, Act of October 19, 1974, P.L. 93-454 88 Stat. 1376, 16 U.S.C. 838 (Supp IV).

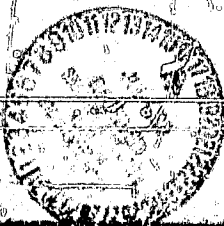
WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The Grantor, for and in consideration of the sum of FIVE HUNDRED And 00/100 (\$ 500.00) and the provisions contained 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:
An existing road 20 feet in width and approximately 210 feet in length in the NE 1/4 of Section 20, Township 2 North, Range 7 East, Willavette Meridian, Blaine County, Washington. Said road is northerly from the center line of the Natural Gas Company's pipe line to the edge of BPA's Bonneville-Bendover transmission line right-of-way. The width and approximate location are shown on 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(s), together with cuts and fills as needed.

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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Bonneville-Bendover Line

6/77

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 Grantor, 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(s) caused by or arising out of its use thereof.
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.
9. 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 and with the United States that the Grantor is lawfully seized and possessed of the 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 to 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, executor, administrators, successors 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.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any 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

Grantor

Accepted for the
UNITED STATES OF AMERICA

By:

6/27/80
(Date)

Grantor

Grantor

Grantor

Acting Head, Acquisition Section
Branch of Land
Bonneville Power Administration

STATE OF OREGON

COUNTY OF Multnomah

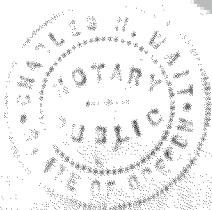
SS.

On the 27th day of June, 1980, personally came before me, a notary public in and for said County and State, the within-named Donald H. Munro, Acting Head, Acquisition Section, Branch of Land, Bonneville Power Administration to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Charles H. Hault
Notary Public in and for the
State of Oregon
Residing at Portland

My Commission expires: 12-27-80



ENR-4-80

6/77

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Tract No ARZ-1-18-1, P. 1

On this day of June, 1980, personally came before me, a notary public in and for said County and State the within-instrument John T. [unclear]
It is generally known to me the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same
Free and voluntarily say and deed, for the uses and purposes therein
contained.

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

ISCAL

[Signature]
Notary Public in and for the
State of Illinois
Residing at [unclear]
My commission expires 1/20/82

7596

No. 7596
TRANSACTION EXCISE TAX

JUL 17 1980

Amount Paid \$ [unclear]

Skaneateles County Treasurer

By *[Signature]* County Clerk

STATE OF

COUNTY OF

I CERTIFY that the within instrument was received for the record on the day of
1980 at
[unclear] County, on page [unclear] of [unclear] Records

Witness my hand and seal of County affixed.

Transaction in compliance with County subdivision ordinance
Skaneateles County Register - By *[Signature]*

Deputy

NO. 78

SECTION 13 N 1/2 E 10M
SKAMANIA COUNTY, WASHINGTON



OWNERSHIP MAP

LOT 2 LOT 3

BPA R/W

EXISTING

EXISTING BPA R/W

EXISTING BPA R/W

G.W. JOHNSON
DLC NO 38

S M HAMILTON
DLC NO 40

END CORU
20' FROM BRIDGE

AK-1-AR-1, PARCEL 1
270' OFF ROAD

R/W

SCALE 1" = 400'

UNITED STATES DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION WASHINGTON, PORTLAND, OREGON	
NORTH BONNEVILLE-VANCOUVER NO 1 B 2 TRANSMISSION LINE TRACT AK-1-AR-1, PARCEL 1	
DATE 12/1/78	APPROVED R. E. Johnson 12/1/78
BY J. L. L...	DATE 12/1/78
EXHIBIT A	