

92733

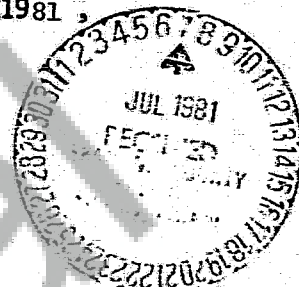
Tract No AFX-11-AR-1, P. 1,
3, and 5
AFX-12-AR-2, P. 2

CONTRACT AND GRANT OF EASEMENT
(Access Road)

BOOK 79 PAGE 943

11838
1-5-1400
2-5-1200
THIS AGREEMENT made this 17th day of March, 1981,
between BOISE CASCADE CORPORATION

, 1981,



(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, 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 Nine hundred seventy-five and no/100 Dollars (\$975.00) 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:

Existing roads in the S $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ fo Section 14; SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, and the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9, all in Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington. The width and approximate length as shown on Exhibit A attached hereto and by this reference make 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.

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By: *AF*

No. 8309
TRANSACTION EXCISE TAX

JUL 7 1981

Amount Paid *Example*

AR1

Skamania County Treasurer

By *Becky J. Palka* Op

Tract No AFX-11-AR-1, P. 1,
3, and 5
AFX-12-AR-2, P. 2

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, executors, 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

BOISE CASCADE CORPORATION

Grantor

Accepted for the
UNITED STATES OF AMERICA
By: 6-19-81
(Date)

Larry L. Wilkerson

Mr. R. B. Parish
Grantor Vice President

J. B. Gano
Grantor Assistant Secretary

Grantor

STATE OF OREGON)

COUNTY OF MULTNOMAH)

SS.

On the 19th day of June, 1981, personally came before me, a notary public in and for said County and State, the within-named Larry L. Wilkerson, Director Division 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.

Northwick, Brockle
Notary Public in and for the
State of Oregon
Residing at Milwaukie

My Commission expires: 9-4-84

HW:6-11-80
6/77

AR3

Tract No AEF-11-AR-1, P. 1
3, and 5
AEF-12-AR-2, P. 2

(Corporate Form)

STATE OF IDAHO
ADA
COUNTY OF

On this 18th day of March, 19 81, before me personally appeared
R. B. Parrish and J. B. Greene
Vice President and Assistant Secretary
executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned, and on oath stated
authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Monte J. Delia

Notary Public in and for the
State of Idaho
Residing at Boise

My commission expires 11-21-82

(SEAL)

STATE OF)
) ss:
COUNTY OF)

On the _____ day of _____, 19____, personally came before me, a notary public in
and for said County and State, the within-named

to me personally known to be the identical person described in and who executed the
within and foregoing instrument and acknowledged to me that _____ executed the same
as _____ 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.

Notary Public in and for the
State of _____
Residing at _____

My commission expires: _____

(SEAL)

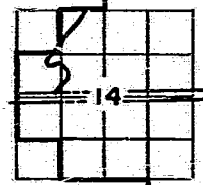
Registered
1500 S. Dir.
IX

92733

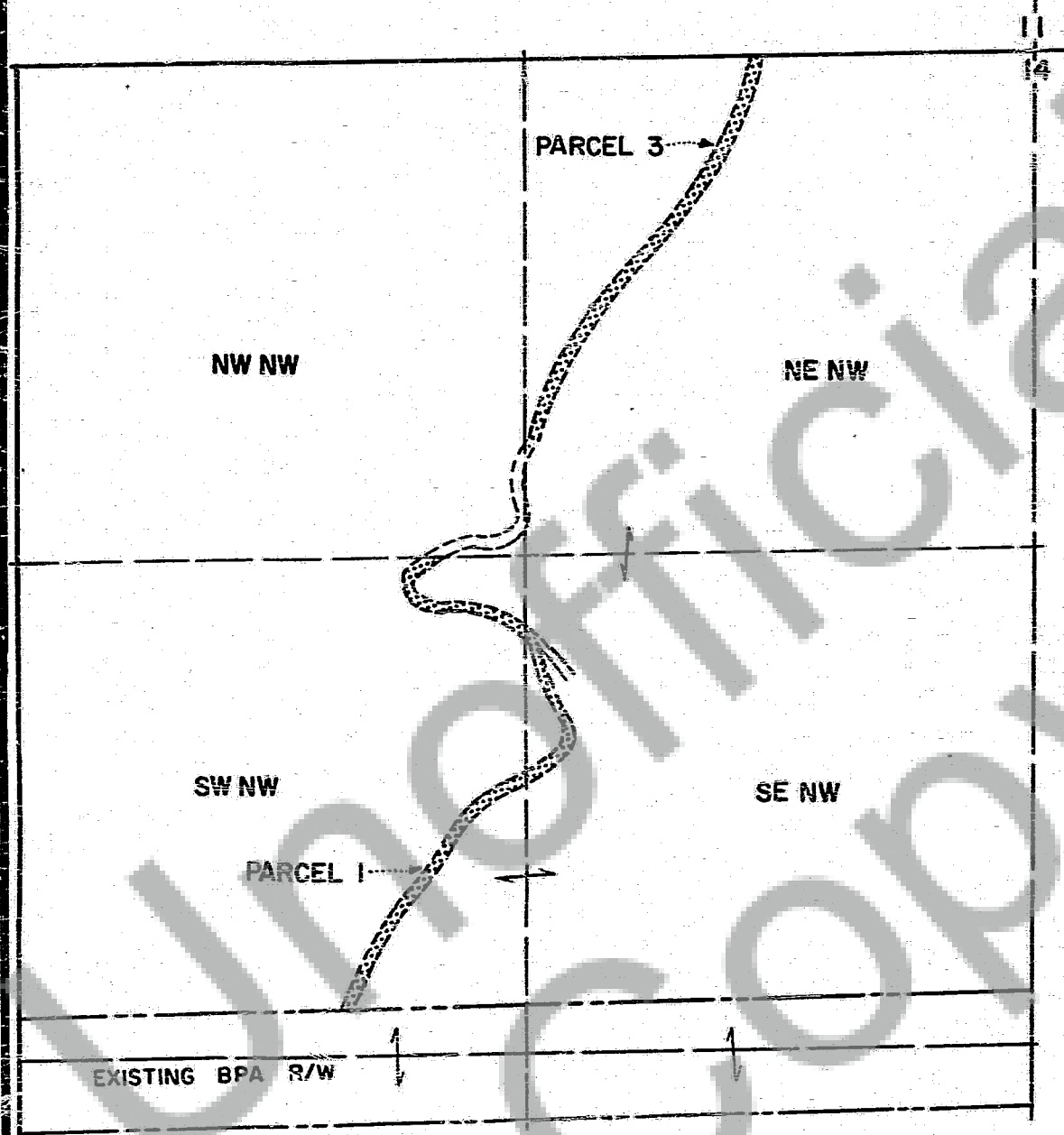
The within instrument was recorded on the 7th day of July, 1981
at 9:55 A.M. in BK 79 15 DEEDS, PAGE 943 File No. 92733
rec'd of Skamania County, Wa. (State).
request of Skamania County Title Co.
Stevenson, Wa.
By *D. J. Mesinger*
E. Mesford Deputy.

BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 1421
PORTLAND, OREGON 97208

SEC 14 T2 N R5 E WM
SKAMANIA COUNTY, WASHINGTON



OWNERSHIP MAP



AFX-II-AR-I
PARCEL 1 1630' OFF R/W
PARCEL 3 1220'

SCALE 1" = 400'

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

NORTH BONNEVILLE-VANCOUVER
NO 1 & 2
TRANSMISSION LINE
TRACT AFX-II-AR-I PARCEL 1 & 3

Dr. TSH

Sub.

Ch. ESH

Rec.

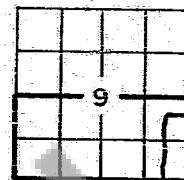
APPROVED:

Kath E. Williams
NSM B Map

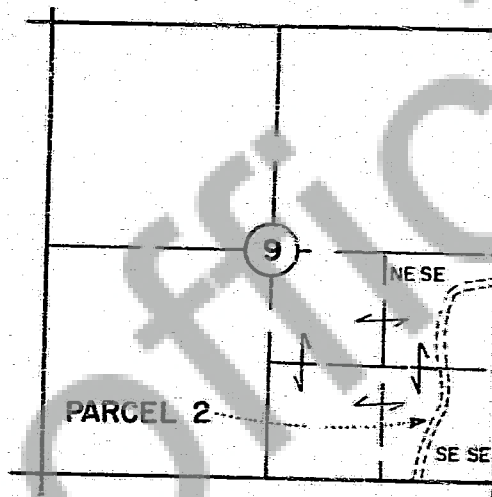
Date 3-13-80

EXHIBIT A, Page 1

SEC 9 T 2 N R 5 E WM
SKAMANIA COUNTY WASHINGTON



OWNERSHIP MAP



AFX-12-AR-2
PARCEL 2 2800'

SCALE 1" = 2000'

TRACED FROM STATE OF WASHINGTON
DEPT. OF NATURAL RESOURCES
ORTHO PHOTO MAP FOR T 2 N R 5 E

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

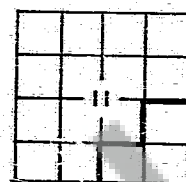
NORTH BONNEVILLE-VANCOUVER
NO 1 & 2
TRANSMISSION LINE
TRACT AFX-12-AR-2 PARCEL 2

Dr. <i>SA</i>	Sub. _____	APPROVED: <i>Kirk E. Williams</i>
Ch. <i>SM</i>	Rec. <i>LLW</i>	By <i>ccw</i> Hd Surv B Map
		Date 3-13-90 Sh of

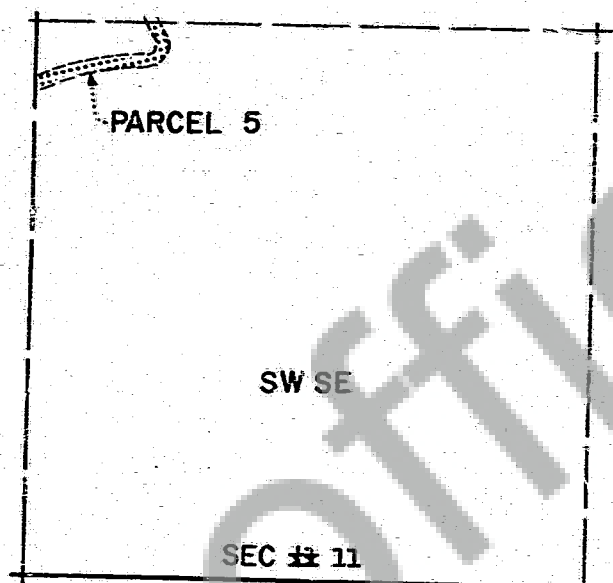
EXHIBIT A

Page 2

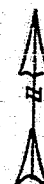
SEC 11 T2 N R5 E WM
SKAMANIA COUNTY, WASHINGTON



OWNERSHIP MAP



AFX-II-AR-1
PARCEL 5, 350'



SCALE 1" = 400'

UNITED STATES DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON		
NORTH BONNEVILLE-VANCOUVER NO 1 & 2 TRANSMISSION LINE TRACT AFX-II-AR-1, PARCEL 5		
Dr. <i>T.T.H.</i>	Sub. <i>L.L.W.</i>	APPROVED <i>L.L.W.</i> Date <i>3-12-80</i>
Ch. <i>L.L.W.</i>	Rec. <i>L.L.W.</i>	of
EXHIBIT A Page 1A		