

Contract No. EW-39-Z-81-0008
Tract Nos. BC-15, -16, and -17

AGREEMENT

This AGREEMENT, made and entered into on this 20 day of February, 1979, 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,

WITNESSETH:

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:

NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 3 North, Range 7 East, Willamette Meridian, 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 No. 1 (operated as Underwood Tap) and Bonneville-Coulee No. 2 (operated as North Bonneville-Midway No. 1) electric power transmission lines, between structures identified as UNDW TAP 1-5-2 and 1-5-4 and NBON MID 1-5-3 and 1-5-5, in accordance with County's drawing entitled "RYAN ALLEN ROAD CO. RD. NO. 20380", Sheets A1.35 and B1.35, C.R.P. No. 77-26 a copy of each of which is on file with the Branch of Land, BPA, Portland, Oregon; 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 rights-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 rights-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 reserves the right to erect, construct, and maintain the conductors (wires) of the existing and 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 right-of-way for public road purposes, as said road is now proposed to be located and used.
4. That the County will provide the Government with approaches to existing towers NBON MID 1-5-4 and UNDW TAP 1-5-3, opposite County station 41+75+, at no expense to the Government.
5. 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 revest in the Government.
6. This Agreement is subject to the rights heretofore granted to the owners of the adjoining land in said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35 for the use of said property for ingress and egress and for agricultural and other purposes by easement deeds dated November 7, 1939, September 3, 1940, and August 8, 1941.

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.