

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
OPTION FOR ELECTRIC TRANSMISSION LINE EASEMENT

(EXHIBIT "A")

TRACT NO. Ba-0-675

The undersigned (hereinafter called "the undersigned," whether one or more than one),
for and in consideration of the payment of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged,
do hereby grant to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the
name of the United States of America (hereinafter called "the Government"), for the sum of
Dollars (\$11,700.00), a perpetual easement
in, with, as now surveyed and stated in, over, upon and across that certain tract of land located in
the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 3 North, Range 7 East,
Willamette National Forest,

County of Washington, State of Washington, described in the instrument of Record in D Book 58,

Page 113, together with the present right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the undersigned, adjacent to the above-
described tract of way, which could fall within feet of the electric transmission
facilities hereinafter described; provided, however, it is understood and agreed that (1) compensation for trees or snags
which strips of land
in the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 3 North, Range 7 East, is included in the purchase price herein agreed upon; and (2) the right to top, limb or fell danger trees outside of said strips (hereinafter
called "additional danger trees") may only be exercised within a period of 3 years after all present danger trees have
been cut down, adjacent to such additional danger trees, and the Government shall pay the person who is the owner
thereof at the date of their cutting (in addition to the purchase price herein agreed to) the market value of such additional
danger trees prevailing at the date of their cutting under authority of the Government, such payment to be made within a
reasonable period of time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter and to erect,
maintain, repair, rebuild, operate and patrol one (1) line(s) of electric power transmission structures and a permanent
signal line, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are nec-
essary therefor, together with the present and future right to clear said right of way and keep the same clear of brush, timber,
structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

If the Administrator shall elect to exercise this option and unless otherwise specified herein, (1) title to all brush,
timber, or structures existing upon the right of way at the date of exercise of this option and to all present danger trees shall
vest immediately in the Government at said date of exercise of this option; and (2) title to any additional danger trees shall vest in the Gov-
ernment upon their being cut pursuant to the terms hereof.

It is understood and agreed that the purchase price named herein shall be accepted by the undersigned in full com-
pensation for all damages incidental to the exercise of any of said easements and danger tree rights, except payment for any
additional danger trees as defined hereinabove, which may be cut under authority of the Government as provided hereinabove.

This option shall continue in force for a period of six (6) months from the date hereof, and at any time within that
period the Administrator shall have the right to exercise said option by giving the undersigned written notice of his deter-
mination as to do, such notice to be delivered to the undersigned either in person or by United States mail to the address
of address as given above, at any time within said period or at any time after having exercised this option, the Admin-
istrator, his representatives, agents, assigns, or contractors, may enter upon the land of the undersigned for the purposes of
exercising any of the rights above-described. It being understood that in the event any of such rights are exercised prior to
the acceptance of this option the Administrator shall be deemed to have thereby finally exercised this option; PROVIDED,
HOWEVER, that the Administrator, his representative(s), agents, assigns or contractors, may enter upon the land of the under-
signed for the purpose of making surveys without it being deemed to have exercised this option.

If the Administrator shall elect to exercise this option, he shall have a reasonable time to examine and approve title
to the land affected, and to prepare a conveyance of the easement and right of way as herein provided for. The undersigned
agrees that at such time as the Administrator may name thereafter, the undersigned shall execute and deliver to the Admin-
istrator a properly executed instrument of conveyance containing covenants and warranties whereby the above-described easement
and right of way is conveyed to the Government free from encumbrances, including current or past due taxes; provided that
the Government shall pay the inspection and recording costs incidental to the release or subordination of mortgages or similar
encumbrances in respect to the easement rights to be acquired, and shall pay the recording costs of the said instrument of con-
veyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of the internal
recording stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title re-
quired in this transaction will be furnished by the Government at its expense. THE CONSIDERATION NAMED HEREIN
COVERS BOTH AN INTEREST OF THE OWNER AND THAT OF THE LESSEE, IF ANY.

This option shall run with the land, and the undersigned, his heirs, successors and assigns and launders to the benefit of both
the Government and its assigns and the easement rights may be exercised by the Government or its assigns through their
respective employees, agents or contractors.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above-described
easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned
for said easement and the award to be made for or in said proceedings shall be the amount of the purchase price herein
agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement
and danger tree rights, if any.

The addendum is attached

No verbal agreements, express or implied, not specifically made a part of this option shall be binding upon either party.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide
employees or bona fide salesmen of the undersigned, or bona fide salesmen of the undersigned, for the purpose of securing
business. For each violation of this warranty, the Government shall have the right to annul this contract without liability
to the undersigned, and the undersigned shall be bound to refund to the Government the full amount of such commission, percentage, bro-
kerage, or contingent fee.

No Member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this
contract or to any benefit that may arise therefrom, unless made with a corporation, for its general benefit.

Dated this 11th day of December, 1955

WITNESSES

Wm. H. H. H. H.
James A. H. H.

OPTION APPROVED

770+30.0 BPA MON
 15" 15" WATER HOLE
 771+50 BURIED WATER LINE

(EXHIBIT "B")

BOOK 62 PAGE 126

7713+80 Fc
 OPP STA 7714+15

7715+43 Fc
 OPP STA 7717+70

SW/SE

7719+14 Cr

7721+00.0 BPA MON

7721+92.2 P/T RD

7723+25 L

10' 10" WATER HOLE

7726+87 1/2" WATER LINE

7725+31.7

7729+253 SKANAWA CO
 12" 12" P/R LINE
 OF THE NORTHWEST 1/4

BPA MON
 7733+48.3
 Δ 8°13'20" R
 Y 139.794.6
 X 1640.666.6

SKANAWA CO RD NO2062
 (MYERS RD)

SKANAWA CO RD NO2071
 (AMMICK RD)

GRASS CAP
 71401661
 X16395529

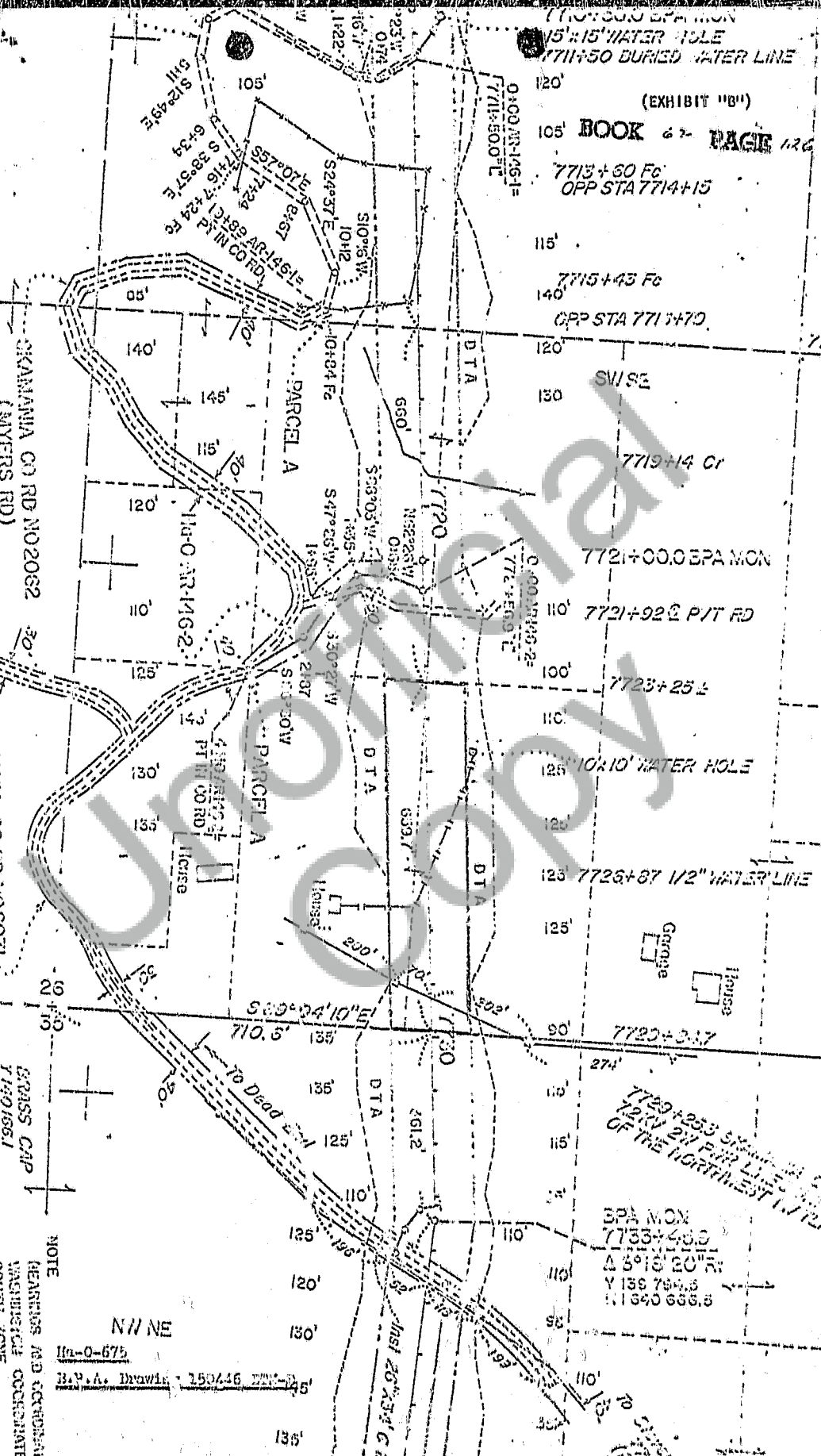
NOTE

BEARINGS AND COORDINATE
 WASHINGTON COORDINATE
 SOUTH ZONE

NW NE

11a-0-675

R.A.A. Drawing - 150446



(EXHIBIT "C")

ADDENDUM A

Tract No. 112-C-573

1. It is agreed that any damage to grantor's crops, fences, or irrigation or drainage systems, on the right of way resulting from and in the course of construction, reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or paid for by grantee or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the grantee.
2. The grantee shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by grantor.
3. For the purpose of preserving the natural appearance of the right of way, it is agreed by the grantor and the Government that the right of way shall not be used for the accumulation or dumping of litter, trash or other foreign material. The grantee agrees that any such accumulations resulting from its entry upon the right of way for construction or maintenance purposes will be removed or disposed of by grantee or its contractor.
4. It is understood and agreed that the above stated consideration includes an amount for any damage that may occur to the spring at approximate SS- 772460.