

Option for Access Road (Continued)

Upon notification by the Administrator to the undersigned at the above address of his acceptance of this Option the Government, its employees, contractors, or assistants, may enter into immediate possession and occupancy of said right of way for the purposes of the easement to be conveyed by the undersigned. Care shall be exercised, however, in regard to the protection of adjoining land and crops and in regard to the maintenance of all existing structures, including fences for stock.

If the Administrator shall accept 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 for road 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 Administrator a properly executed instrument of conveyance containing covenants of warranty whereby the above described easement is conveyed to the Government free from encumbrances, including current or past due taxes provided, that the Government shall pay inspection and recording costs incidental to the release or subordination of mortgage or similar security in respect to the easement rights to be acquired, and shall pay the recording costs of said instrument of conveyance and the undersigned undertakes and hereby agrees that the purchase price above stated, less the cost of internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The amount of certificate of title required in this transaction will be furnished by the Government at its expense.

It is further agreed that in the event the Administrator determines for any reason to acquire the above described easement in the name of the Government by condemnation proceedings, the undersigned shall be charged by the undersigned for said easement and the award to be made therefor shall be made payable to the amount of the purchase price herein agreed upon, and the undersigned shall be deemed to have accepted as a satisfaction of the fair market value of said easement.

It is further understood and agreed that the purchase price herein stated shall be a cash price and the undersigned shall have no claim or right of action against the Government of said easement rights.

No verbal agreements, covenants or conditions, not specified herein, shall be binding as to the binding upon either party herein.

The undersigned warrants that no person or persons have been authorized or retained to sell or to execute this contract, and no agreement or understanding for a commission, percentage, brokerage or similar fee, or compensation for the acquisition of land, has been made or entered into by the undersigned for the purpose of procuring the execution of this contract, or in violation of this contract. Government shall have the right to annul this contract without liability or, in its discretion, to pay from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

No Member of the Federal Congress, or Resident Commissioner, shall be admitted to any share or interest in this contract or in any benefit that may arise therefrom unless it be made with a view to the general benefit.

This agreement shall be binding upon, and the parties herein referred to shall mean to the heirs, assigns, administrators, executors, devisees or assigns of the undersigned.

Dated this 1st day of Apr, 1967.

WITNESSES:

H. Bond

Alma W. Faris
Alma W. Faris

PAYMENT APPROVED: \$30.00

(BPA) Lillian E. Hester

Lillian E. Hester
Head, Acquisition Section
Bureau of Land

103034

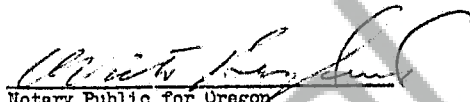
STATE OF

COUNTY OF MULTNOMAH

ss:

On this 9th day of September, 1967, personally appeared L.E. Grant, personally known to me to be the same person who was a subscribing witness to the foregoing instrument, who, being sworn, stated that he resides at Portland, Oregon, and that he knew Therone I. Paris and Alma D. Paris, the persons described in and who executed the foregoing instrument, and he acknowledged said instrument to be their voluntary act.

(SEAL)


 Notary Public for Oregon

My commission expires: May 5, 1971

The within instrument was recorded on the _____ day of _____,
 197 , at _____ M., in _____,
 File No. _____ records of
 Skamania County, Washington.

After recording:

Return to Bonneville Power Administration - ELMB
 P. O. Box 3621
 Portland, Oregon 97208

83634

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY
Shirley L. Smith
 OF Skamania County
 AT 11 M. 20 P.M. 77
 WAS RECORDED IN BOOK 72
 OF 820 AT PAGE 318
 RECORDS OF SKAMANIA COUNTY, WASH.
W. J. [Signature]
 COUNTY AUDITOR

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT	<u>E</u>
RECORDED	<u>E</u>
COMPARED	<u>E</u>
MAILED	<u>E</u>