

SK10161
2-7-2000CONTRACT AND GRANT OF EASEMENT
(Transmission Line and Access Road)Tract No. ST-8,
Pa-O-AE-149-2, P. 4,
Pa-O-AE-149-3

THIS AGREEMENT made this 13th day of February, 1977,
between SKAMANIA COUNTY, a Municipal Corporation of the State of Washington,

(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 Two Thousand Five Hundred Fifty and no/100-----Dollars (\$2,550.00) and the provisions contained in this agreement, does hereby grant and convey to the United States of America and its assigns, a perpetual easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land, to wit: as described on Exhibit A attached hereto and made a part hereof.

2. The grant shall include the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove and patrol one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present or future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any other vegetation, and fire hazards, provided, however, that vegetation and fire hazards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof, and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way shall be and remain in the United States.

Transaction in compliance with County sub-division ordinance,
Skamania County Fee-ear: Dyr 146

3. The Grantor also 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 of the Grantor, to wit: Existing roads in the SW¹/₄ NW¹/₄, Section 10, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, the width and approximate location are shown on Exhibit B attached hereto and made a part hereof,

for the following purposes, namely: the right to enter and locate, construct, use, maintain, repair and rebuild a road(s), whether with cuts and fills as needed.

(a). 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(s) by the United States.

(b). The United States shall repair damage to the road(s) caused by or arising out of its use thereof.

4. Above listed access road(s) may be used for access to and from any existing or future transmission lines of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

5. 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.

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 transmission line right-of-way or 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. 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 the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

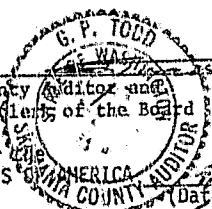
11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, and the assigns of the United States.

12. Future expenditures to be made by the United States as provided herein are subject to the availability of funds therefor.

13. 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.

Skamania County Auditor and
Ex-Officio Clerk of the Board

Accepted for the
UNITED STATES OF AMERICA
By:



Thomas Kornellis
Thomas Kornellis
Chief, Branch of Land

S.E. Schutze
Grantor

E. Casselman
Grantor

Grantor

Grantor

STATE OF Washington
COUNTY OF Skamania

On the 15th day of February, 1979, personally came before me, a notary public in and for said County and State, the within-named B. E. Schutze and E. D. Casselman and G. P. Todd to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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.

Robert M. E. ...
Notary Public in and for the
State of Washington
Residing at Ste. ...

My Commission expires: June 2, 1980

(Corporate Form)

STATE OF
COUNTY OF

In this

day of

and
and

19

before us personally appeared

to me known to be the
of the corporation this

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 sworn
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.

(SEAL)

Notary Public in and for the
State of
Residing at

My commission expires

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss:

On the 3rd day of April, 1979, personally came before me, a Notary Public in
and for said County and State, the within-named Thomas Kornelis, Chief, 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.

Walter R. [Signature]
Notary Public in and for the
State of Oregon
Residing at Greham

My commission expires

No. 4591

May 5, 1979

TRANSACTION EXCISE TAX

APR 11 1979

Amount Paid: *Exempt*

Skamania County Treasurer

By *W. L. Kornelis*

The within instrument was recorded on the
at M. in
records of

day of

County,

File No.

(State)

By

Deputy,

BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 2837
PORTLAND, OREGON 97208

OPTIONAL FORM NO. 10 PREPARED BY THE NATIONAL ARCHIVES

BPA 173
Rev. July 1968

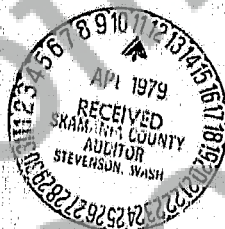
ST-2

EXHIBIT A

A strip of land 150 feet in width over and across the S. 1/4 NW 1/4 and the NW 1/4 NW 1/4, Section 10, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington. The boundaries of the 150-foot wide strip of land lie 75 feet on each side of and parallel with the original survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line.

The survey line is described, with reference to the Washington State Coordinate System, South Zone, as follows:

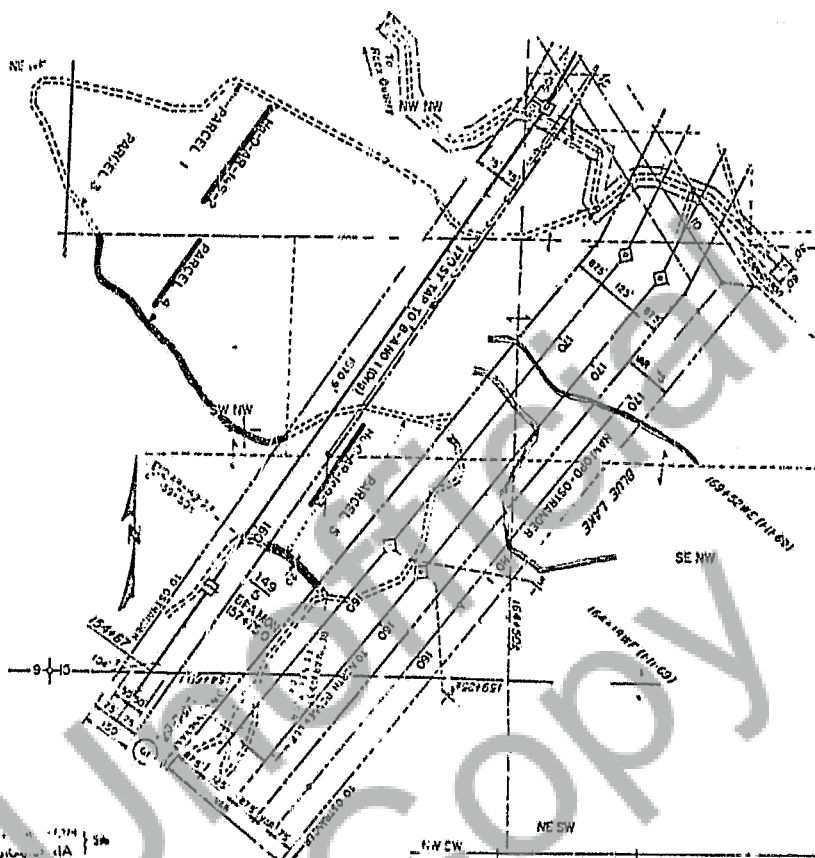
Beginning at a point in the west line of said Section 10, at Station 149+27.4, which bears S. 0° 54' 30" W., 443.5 feet from the west quarter corner of said Section 10; thence N. 36° 25' 30" E., 3694.2 feet to a point in the north line of said Section 10, at Station 186+21.6, which bears N. 88° 54' 30" W., 669.4 feet from the north quarter corner of said Section 10.



ST-2

EXHIBIT A

88321



STATE OF OREGON
COUNTY OF CLATSOP

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

Spa. Co. Title Co.

OF Stevensburg, WA

AT 1:10 P.M. April 11, 1979

WAS RECORDED IN BOOK 76

OF Deeds AT PAGE 365

OF CLATSOP COUNTY, OREGON

Spa. Co. Title Co.

COUNTY AUDITOR

W. Schuler

DEPUTY

REGISTERED ☒
INDEXED: DIF.
INDIRECT ☒
RECORDED:
COMPARED
MAILED

15-0449-10	SPRING CO	PART OF SW 1/4 SEC 10	225 0'
15-0449-11	SPRING CO	PART OF SW 1/4 SEC 11	225 0'
15-0449-12	SPRING CO	PART OF SW 1/4 SEC 12	225 0'

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
NEEDHAMVILLE DISTRICT OFFICE
HANFORD-OSTRANDER NO. 1
EUGEN-BONNEVILLE SECTION
[LONGITUDE 149 OF 183 MILES FROM HANFORD 5352']

HORIZONTAL SCALE 1"=200'
VERTICAL SCALE 1"=20'

150449 DTM-D

EXHIBIT B