Tract No ST-8.1 Ha-O-AR-149-2, P. 5

10183

CONTRACT AND GRANT OF EASEMENT (Transmission Line and Access Road)

THIS AGREEMENT made this 124 day of Hel. WARM LAKE CLUB, a Weshington com Viscolum, hetween

, 1980.

(the Grantor), whether one or more, and the UNITED STATES OF AMERICAL Agrantia, ment of Energy, Bonneville Power Absinistration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Cn. 720, 50 Stat. 731, as manufed, 16 U.S.C. Project Act, Act of August 20, 1937, Cn. 720, 50 Stat. 731, as manufed, 16 U.S.C. 832.2 (1970), and the Federal Columbia Liver Transmission System Act, Act of 832.2 (1970), and the Federal Columbia Liver Transmission System Act, Act of October 18, 1974, P.L. 93-454 SO Stat. 1876, 18 U.S.C. 538 (Supp 1V).

WITNESSETH:

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That the parties hereto coverant and sprae as follows:

The Grantor, for and in consideration of the sum of your Theusand Six Randred and no/100 -- Dellars (\$4,600.00) and the provisions contained in this agreement, does hereby grant and convey to the United by us of America and its assigns, a perpetual casement 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, consequet, operate, maintain, repair, rebuild, upgrade, temove and patrol one line of poles or structures and appurtenances therete, supporting conductors of one or more electric circuits of any voltage together with the present or futures right to clear the right-of-way and to keep the same clear of all structures. trees, brush, and any other vegetation, end fire hezards, provided, heavyer, thete, crush, and any other venetation, and tite negative, province, hence is that vegetation and fire hazards shall not include agricultural crops. All enac vegetation and tire nagards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire bazards 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 drows suitable. Title to these and many better the disposed of the United States in any manner it. deems suitable. Title to trees and morehantable timber hereafter growing within the right-of-way shall be and remain in the United States.

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3. The Grantor also does hereby grant and convey to the United Stries of America and its assigns a perpetual, non-exclusive easement for access risk perposes in, upon, and across the following described land of the Grantor, to with Existing road in the SWANWA, Section 10, Township 2 Worth, Range 7 East, Willamette Meridian, Shamania 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), together 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) ray be used for access to and from any existing or future transmission lines of the critical 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 egainst the lawful claims and demands of all persons whomsoever.

- 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.

	King was Il Zugges 1 Res
Witness	Grantor
Accepted for the UNITED STATES OF AMERICA J. 7 80 (Date)	Grantor P. Foley See
Chall. Wat	Grantor
Acting Chief, Branch of Land	
	Grantor

STATE OF Orngon

COUNTY OF Multromah

On the 7th day of March , 1980, personally came before me, a notary public in and for said County and State, the within named Charles I. Walt, Acting Oniof, Exercited Bonneville Rower 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 him 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 Oregon

Residing at Gresham

My Commission expires: May 5, 1983

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Tract No ST-8.1, etc.

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(Corporate Form)

STATE OF LENGER COUNTY OF A

Leef to me knowned buttle of the corporation that on the frie and voluntely a't and fload of

experied the foregoing instrument, and acknowledged and instruand correction, for the uses and purposes thereit mentioned, and in fall anted application to erecute said instrument and that the seal affixed is the to perate seat of sale empo all all

CIVEN under my hand and official seal the tay and year last apply overtim

My compassion expires:

(SEAL)

"MINTATE OF CEnchington CCURTY OF MANNETER !

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On the Land day of Min. Ch., 1980, personally came before mo, a notary public in and for maid County and State, the within-named

to so personally known to be the identical person described in and who executed the executed the same within and foregoing instrument ind a knowledged to me that free and voluntar, 405 and dead, for the uses and purposes therein mentioned

GIVEN under my 'and and official seal the day and year last above writting

RESULTERES

COMPARED REAULIE

INDEXI.D: DIR.

MOTEOTAL RECORDED:

173519 TRANSACTION EXCISE TAX

MAR 1 1 1:30

Skemania County Transurer By it A Dumming Converge Dep Notary Public in and for the State of Residing at

dy commission offices:

in within instrument why recorded on the 10 2h at 4:00 PM, it which may be out of the 17 Pylo 45, records of bleeks,

duy of March Fle No. County. Washington lates.

BONNEYULE POWER ALMINISTRATION FIG. BOX No. 2521

ST-9.1

EXHIBIT A

A atrip of land 150 feet in width over and across the EDISWING, Section 10, Township 2 North, Range 7 East, Willamette Meridian, Skamahia County, Washingtor. The boundaries of the 150-foot wide strip of land lie 75 feet be each side of and parallel with the original curvey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission inc.

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

Beginning at a point in the west line of said Section 10, at Station 140,27.4, where bears 5.0°54'30"W, 447.5 lest from the west quarter corner of said Section 10; thence W.56°25'50"E. Station 186421.6; which bears R.Se'54'30"... 668.4 feet from the north quarter corner of said Section 10.

BT-B (I

EXHIBIT A

