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WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. FILE

JAN 30 1 18 PM '98

P. Johnson
AUDITOR
GARY H. OLSON

Return Address
AFTER RECORDING RETURN TO
Bonneville Power Administration
TSR-3
P.O. BOX 3621
PORTLAND, OR 97208-3621

NA
REAL ESTATE EXCISE TAX

JAN 30 1998

PAID NA

Please print or type information

Document Title(s) (or transactions contained therein):

1. Contract and Grant of Easement - Access Road
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page ___ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. TATSUNOSHIN OHKI AND MYOKO OHKI, husband and wife, and
2. NIHON 100 KYOSHITSU KYOKAI, a Japanese Association
- 3.
- 4.
5. ☐ Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials)

1. UNITED STATES OF AMERICA, Department of Energy, Bonneville
2. Power Administration
- 3.
- 4.
5. ☐ Additional names on page ___ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 23, Township 3N, Range 8E, WM, Skamania County, Washington

☐ Additional legal is on page ___ of document.

Assessor's Property Tax Parcel/Account Number

03-08-23-0-0-4000-00 and 03-08-23-0-0-5000-00

☐ Additional legal is on page ___ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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B-C-R-13-AR-1
Tract No. B-C-R-13-AR-2

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
CONTRACT AND GRANT OF EASEMENT
Access Road

THIS AGREEMENT, made this 12th day of September, 1997
between TATSUNOSHIN OHKI and MYOKO OHKI, husband and wife; and NIHON IDO KYOSHITSU
KYOKAI, a Japanese Association,

the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy,
Bonneville Power Administration, pursuant to the Bonneville Project Act, approved August 20, 1937,
Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission
System Act, approved October 18, 1974, (P.L. 93-454), 88 Stat. 1376, 16 U.S.C. 838 (Supp IV); the
Department of Energy Organization Act, approved August 4, 1977, (P.L. 95-91); and the Pacific
Northwest Electric Power Planning and Conservation Act, approved December 5, 1980, (P.L. 96-501).

WITNESSETH:

That the parties hereto covenant and agree as follows: Gary H. Martin, Skamania County Assessor
Date 1/30/98 Parcel # 3-B-23-
400,5000

The Grantor, for and in consideration of the monies received for timber that was cut on their property that
belonged to BPA, and the provisions contained in this agreement, hereby grants and conveys to the United
States of America a perpetual, non-exclusive easement for access road purposes in, upon, and across the
following-described land, to wit:

Existing roads as shown on Exhibit A, which is BPA Access Road Acquisition Exhibit, attached
hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and
reconstruct the road or roads, together with cuts and fills as needed

The Grantor reserves the right to use the access 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 access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing or future transmission
facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make
compensation for damage to agricultural crops, fences, and irrigation and drainage systems within the
easement area that occurs as a result of and during construction, reconstruction, removal, or maintenance
activities. Payment for such damage shall be made on the basis of a damage estimate approved by the
United States.

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The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative evidences of title as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of the title evidence.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same, that the land is free and clear of encumbrances, except as herein provided; and that 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.

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

Accepted for the
UNITED STATES OF AMERICA

7/23/97
Date

Tatsunoshin Ohki
Grantor TATSUNOSHIN OHKI

By

Lawrence M. Linn

Myoko Ohki
Grantor MYOKO OHKI

Estate Field Svc.
Title Manager for Real Property Acquisition

For: NIPPON IDO KYOSHITSU KYOKAI,
a Japanese Association

By:

Grantor (Title:)

Tract No. B-C-R-13-AR-1
B-C-R-13-AR-2
GDB:gdb:10/23/96

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

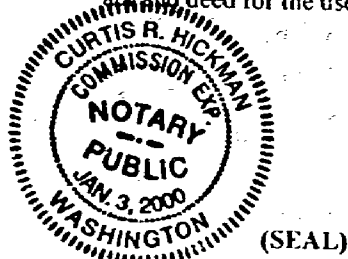
REAL PROPERTY ACQUISITION

MULTIPLE ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County Skamania) ss

On this 12th day of September, before me personally appeared Miyoko Oski, E Tatsuo Oski known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and who acknowledged to me that they executed the same as voluntary act and deed for the uses and purposes therein mentioned.

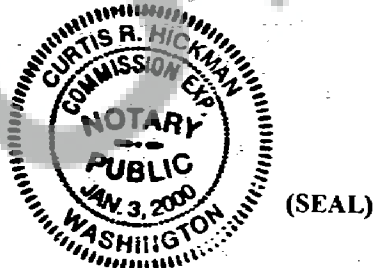


Curtis R. Hickman
Notary Public in and for the

State of Washington
Residing at The Dalles, Oregon
My commission expires 1/3/2000

State of Washington)
County Skamania) ss

On this 12th day of September, 1997, before me personally appeared Tatsuo Oski and Miyoko Oski known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the within instrument and who acknowledged to me that they executed the same as voluntary act and deed for the uses and purposes therein mentioned.



Curtis R. Hickman
Notary Public in and for the

State of Washington
Residing at The Dalles, Oregon
My commission expires 1/3/2000

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U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
REAL PROPERTY ACQUISITION

CORPORATION ACKNOWLEDGMENT
Washington, Oregon, Idaho, Montana, and California

State of Washington)
County of Skamania) ss.

On this 12th day of September, 19 97, before me personally
appeared Myeko Ohki and Tatsushiro Ohki,
known to me, or proved to me on the basis of satisfactory evidence, to be a the representative

_____ of the corporation that executed the within
instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf of
the corporation; acknowledged to me that such corporation executed the same; 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 stated that The ARC authorized to execute said
instrument and that seal, if any, affixed is the corporate seal of said corporation.

Curtis R. Hickman
Notary Public in and for the

State of Washington

Residing at The Dalles, Oregon

My commission expires 1/3/2000



(SEAL)

