

Doc # 2007166323  
Page 1 of 5  
Date: 05/31/2007 03:06P  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$36.00

**AFTER RECORDING, RETURN TO**  
**Bonneville Power Administration**  
**TERS-3**  
**P.O. BOX 3621**  
**PORTLAND, OR 97208-3621**

SKAMANIA COUNTY TREASURER

Legal description: A portion of the  
W1/2NE1/4NE1/4 and the NW1/4NE1/4 of  
Section 27, Township 2 North, Range 5 East,  
Willamette Meridian, Skamania County,  
Washington, as shown on Exhibit A.  
(Affects Tax Account No. 02-05-27-0-0-1100-00.)

PAID  
MAY 31 2007  
REAL ESTATE EXCISE TAX

50229286  
**BPA COPY**

BPA Tract No(s): B-V-12-AR-1  
B-V-12-AR-2

**U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION**  
**EASEMENT**  
**Access Road**

THIS AGREEMENT, made this 31<sup>st</sup> day of January, 2007 between

HARVEY DALE ERICKSON, a single person,

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

**WITNESSETH:**

That the parties hereto covenant and agree as follows:

The Grantor, for mutual benefits 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:

B-V-12-AR-1 - A right-of-way 20 feet wide and approximately 1,935 feet long, over and along an existing road, over and across the W1/2NE1/4NE1/4 and the NW1/4NE1/4 of Section 27, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, as generally shown on Exhibit A, attached hereto and by this reference made a part hereof.

B-V-12-AR-2 - A right-of-way 20 feet wide and approximately 855 feet long, over and along an existing road, over and across the W1/2NE1/4NE1/4 and the NW1/4NE1/4 of Section 27, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, as generally shown on Exhibit B, 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.

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 non-structure supported agricultural crops less than 10 feet in height and to fences and irrigation and drainage systems permitted by the United States within the easement area. The United States shall repair or make compensation only for damage caused by the United States and which results from and during construction, reconstruction, removal, or maintenance activities within the easement area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

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 documents 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 any title report and title insurance that it may require.

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	 Grantor: HARVEY DALE ERICKSON
By _____	Grantor: _____
Title: _____	Grantor: _____
Date: _____	Grantor: _____

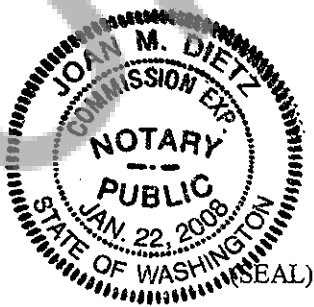
US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington )  
County Shanksville ) ss

On this 31<sup>st</sup> day of January, 2007, before me personally  
appeared Harvey Dale Erickson  
known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)  
is subscribed to the within instrument and who acknowledged to me that he  
executed the same as his voluntary act and deed for the uses and purposes therein  
mentioned.



Joan M. Dietz  
Notary Public in and for the  
State of Washington  
Residing at Portland, Oregon  
My commission expires 1/22/08

