

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

Legal description: A portion of the SW1/4NE1/4 of Section 8, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, as described in Exhibit A and shown on Exhibit B. (Affects Tax Account No. 01-05-08-0-0-0901-00 & 01-05-08-0-0-0901-89.)

32327  
BPA COPY

REAL ESTATE EXCISE TAX

30745

AUG 19, 2013

PAID EXEMPT  
Audrey Thomas Deputy  
SKAMANIA COUNTY TREASURER

BPA Tract No(s): BCV-14-AR-1P2

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

EASEMENT  
Non-Exclusive Access Road

THIS AGREEMENT, made between RANDI L. JACOBS, AN UNMARRIED WOMAN, the Grantor, whether one or more, and the United States of America, Department of Energy, Bonneville Power Administration (Grantee or Bonneville Power Administration), pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act, of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq.; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended, 16 U.S.C. §§ 839 et seq.

The Grantor, for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual non-exclusive easement and right-of-way for access purposes in, upon, under, over and across the following described land (Access Easement Area), as described in Exhibit A and shown on Exhibit B, attached hereto and by this reference made a part hereof.

A. Access Easement Area

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, and appurtenances thereto, including but not limited to culverts and bridges, 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 above-listed access may be used for access to and from any existing and future facilities of the United States.

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B. General Provisions

In addition to the consideration paid hereunder, the United States shall repair or make compensation only for damage caused by the United States that is not incidental to the exercise of any of the above said rights and which results from and during construction, reconstruction, removal, or maintenance activities associated with the purposes of this agreement on and adjacent to the Access Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

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

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	
	
Signature	Grantor: RANDI L. JACOBS
<b>Supervisory Realty Specialist</b>	<i>R.L.</i>
Title	<u>2/3/13</u> <u>2/4/13</u>
Date	Date
<u>8-15-13</u>	
Date	

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

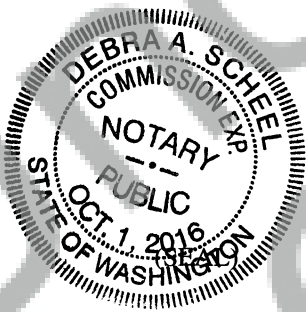
PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of WA )  
County Clark ) ss

On this 4<sup>th</sup> day of February, 2013, before me personally  
appeared Randi L Jacobs

known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)  
Randi L Jacobs subscribed to the within instrument and who acknowledged to me that S he executed  
the same as her voluntary act and deed for the uses and purposes therein mentioned.



Debra A Scheel  
Signature  
Debra A Scheel  
Print Name  
Notary Public in and for the  
State of WA  
Residing at Washougal  
My commission expires WA, 10-1-16

BCV-14-AR-1 Parcel 2

A portion of a right-of-way 20 feet wide, over and along an existing road, over and across part of the SW1/4NE1/4 of Section 8, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, as shown on Bonneville Power Administration (BPA) Access Road Exhibit for BCV-14-AR-1 Parcel 2, dated August 28, 2012, attached hereto and made a part of hereof.

Skamania County Assessor  
Date 8-19-13 Parcel# 1-5-8-901  
1-5-8-901-89

Unofficial Copy

## EXHIBIT A

Prepared By YK  
Checked By [Signature]

