

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

Skamania County, WA
Total: \$210.50
EASE
Pgs=8

2023-001806

12/12/2023 12:06 PM

Request of: CLARK COUNTY TITLE

00017481202300018060080082

Legal description: A portion of the N1/2 SE1/4 and the SW1/4 SE1/4 of Section 21, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, as described in Exhibit A and shown on Exhibits B and C. (Affects Tax Account No. 02 06 21 0 0 0500 00.)

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

36974

DEC 12 2023

PAID *exempt*
Memorandum
SKAMANIA COUNTY TREASURER

BPA Tract No.: NB-V-6-AR-4P6

**United States of America
Department of Energy, Bonneville Power Administration**

**EASEMENT AGREEMENT
Access Road**

This Easement Agreement is made between REEVE RESOURCES, L.L.C. ("Grantor"), whether one or more, and the UNITED STATES OF AMERICA and its assigns ("Grantee"), 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 parties agree as follows:

1. Conveyance and Consideration.

Grantor, for and in consideration of the sum of TWO THOUSAND DOLLARS (\$2,000.00) and the provisions contained herein, 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, over, across, and under the land described in Exhibit A and shown on Exhibits B and C ("Easement Area"), attached hereto and made a part hereof. The acquiring federal agency is the Department of Energy, Bonneville Power Administration.

2. Grant of Rights.

This Easement Agreement includes the right to enter and to locate, construct, use, maintain, repair, and reconstruct one or more roads, and appurtenances thereto, including but not limited to culverts and bridges, together with cuts and fills, as needed. The Easement Area may be used for access to and from Grantee's existing and future facilities.

This Easement Agreement is subject to easements of record and the mineral rights of third parties.

Grantor reserves the right to use the Easement Area for ingress and egress. This reserved right shall be exercised in a manner that will not interfere with Grantee's use of the Easement Area. Structures or objects that interfere with Grantee's use of the Easement Area shall become the property of Grantee and may be disposed of by Grantee in any manner it deems suitable.

3. Grantee's Due Care.

Grantee shall exercise due care in the exercise of rights and privileges granted herein. Grantee agrees to repair or reasonably compensate Grantor for damage to Grantor's property caused by the exercise of Grantee's rights, unless such property interferes with Grantee's use of the Easement Area as specified in section 2. Payment for such damage shall be made on the basis of a damage estimate approved by Grantee.

4. Grantor's Warranty.

Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is granted, that Grantor has the lawful right to convey this easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.

5. Grantee to Obtain Title Report and Record.

Grantee shall pay for the procurement of any title report or title insurance that Grantee may require, and shall pay to record this instrument.

6. Heirs, Successors and Assigns Bound By Agreement.

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

(Signatures on next page)

<u><i>Mike Reese</i></u> Grantor: REEVE RESOURCES, LLC	<u><i>Mike Reese</i></u> Grantor:
<u>Manager</u> Title (if applicable)	<u>Manager</u> Title (if applicable)
<u>01/15/23</u> Date	<u>01/15/23</u> Date

Accepted for the
UNITED STATES OF AMERICA

Charlene R Beet
Signature

Realty Specialist
Title

September 13, 2023
Date

Imm 10/11/2022

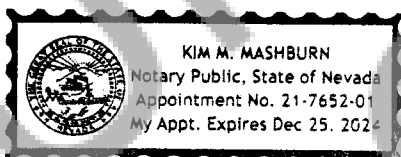
U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Nevada)
County Clark) ss.

On this 15 day of August, 2023, before me personally appeared
Milton James Reeve, known to me, or proved to me on the basis of
satisfactory evidence to be the person who executed the within instrument as the manager

acknowledged to me that he/she executed the same freely and voluntarily in such capacity; and on oath stated
that he/she was authorized to execute said instrument in such official or representative capacity.



(SEAL)

[Signature]
Notary Signature

Kim Mashburn
Notary Printed Name

Notary Public in and for the
State of Nevada

Residing at 9480 S Eastern #105

My commission expires 12-25-24

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Oregon)
County Multnomah) ss.

On this 13th day of September, 2023, before me personally appeared Charlene Belt, known to me, or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Realty Specialist for Bonneville Power Administration acknowledged to me that he/she executed the same freely and voluntarily in such capacity; and on oath stated that he/she was authorized to execute said instrument in such official or representative capacity.



(SEAL)

[Signature]
Notary Signature

Laura Marie Master
Notary Printed Name

Notary Public in and for the

State of Oregon

Residing at Multnomah County

My commission expires Jan. 26th, 2026

NB-V-6-AR-4 Parcel 6

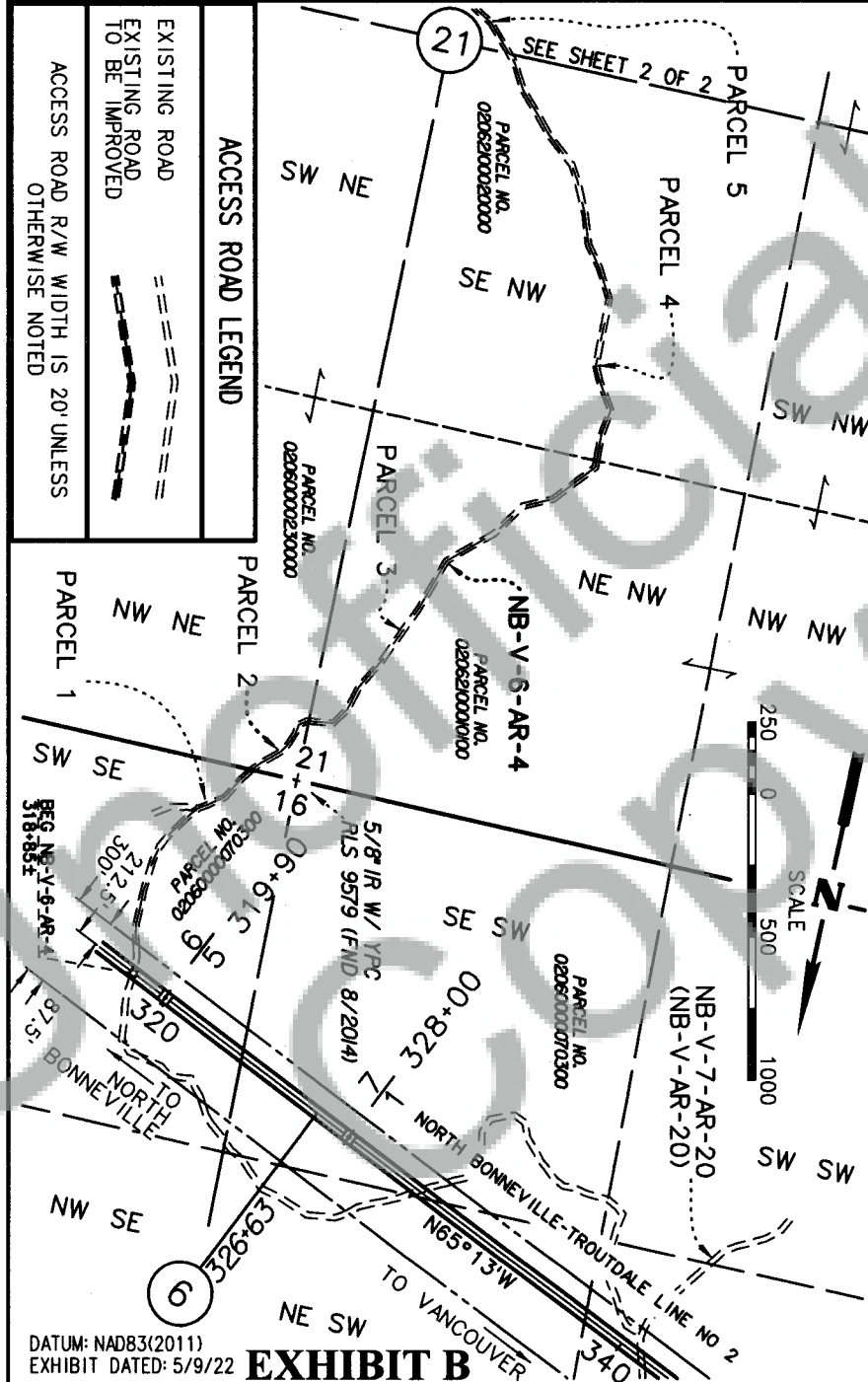
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the NW1/4SE1/4 and SW1/4SE1/4 of Section 21, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, as described in Quit Claim Deed recorded March 5, 2007, as Instrument No. 2007-165201, records of said county. As shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for NB-V-6-AR-4 Parcel 6, sheets 1 and 2, dated May 9, 2022, attached hereto and made a part hereof.

EXHIBIT A

Prepared By DCorvidae 5/20/22

Checked By GLHarbeson 5/23/2022

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH
NB-V-6-AR-4	REEVE RESOURCES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY	PARCEL 6 NW/4SE/4 & SW/4SE/4 SEC 21	1550' EXISTING 260' TO BE IMPROVED



DATUM: NAD83(2011)
EXHIBIT DATED: 5/9/22

EXHIBIT B

BONNEVILLE POWER ADMINISTRATION
NORTH BONNEVILLE-VANCOUVER NO 1 & 2
ACCESS ROAD ACQUISITION EXHIBIT FOR:
NB-V-6-AR-4 PARCEL 6 SHEET 1 OF 2
SEC 21 T2N R6E WM
SKAMANIA COUNTY, WASHINGTON

DRAWN: DC CHECKED: GLH

Frank D. Wilsrud 05/27/22
BPA Accepting Official DATE

