



00019926202400017020110111

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

Legal description: A portion of the SW1/4 NW1/4 of Section 23, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, as described in Exhibit A and shown on Exhibits B & C. (Affects Tax Account No. 02 06 23 2 0 0104 00.)

Skamania County

Real Estate Excise Tax

37490

NOV 18 2024

PAID

exempt

Skamania County Treasurer

BPA Tract No.: NB-V-5-AR-11R1P5

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

**EASEMENT AGREEMENT**  
**Access Road**

This Easement Agreement is made between SIMON LAMB AND RACHEL LAMB, A MARRIED COUPLE, Contract Buyer ("Grantor") and KENNY Q. LEE, AS HIS SEPARATE ESTATE ("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 ONE THOUSAND, ONE HUNDRED DOLLARS (\$1,100.00) 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 & 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.


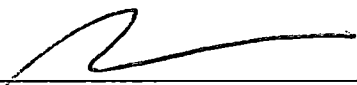
(Signatures on next page)

<u>Grantor: SIMON LAMB</u>	<u>Grantor: RACHEL LAMB</u>
<u>Title (if applicable)</u>	<u>Title (if applicable)</u>
<u>Date</u>	<u>Date</u>


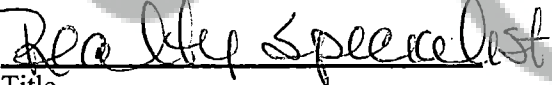
Kenny Q. Lee  
 Grantor: Kenny Q. Lee  
N.A.  
 Title (if applicable)  
6/10/2024  
 Date

Accepted for the  
 UNITED STATES OF AMERICA  
Charlotte R Bell  
 Signature  
Becky Spear  
 Title  
10/30/2024  
 Date

rcc 10/19/2022

 _____ Grantor: SIMON LAMB  _____ Title (if applicable)  10/17/24 _____ Date	 _____ Grantor: RACHEL LAMB  _____ Title (if applicable)  10/17/24 _____ Date
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_____ Grantor: Kenny Q. Lee  _____ Title (if applicable)  _____ Date
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Accepted for the UNITED STATES OF AMERICA   _____ Signature   _____ Title  10/30/2024 _____ Date
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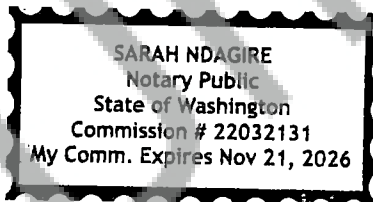
rcc 10/19/2022

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

State of Washington )  
County Clark ) ss

On this 10<sup>th</sup> day of June, 20 24, before me personally appeared  
Kenny Q. Lee, known to me, or proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to the within instrument and who  
acknowledged to me that he/she executed the same as his/her voluntary act and deed for the uses and purposes  
therein mentioned.



(SEAL)

[Signature]  
Notary Signature

Sarah Ndagire  
Notary Printed Name

Notary Public in and for the

State of Washington

Residing at Vancouver WA

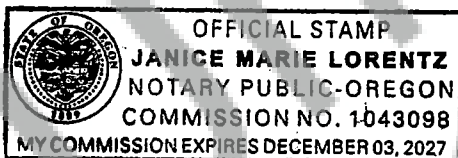
My commission expires NOV 21, 2026

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of OREGON )  
County Multnomah ) ss.

On this 30th day of October, 2024, before me personally appeared  
Charlene R 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.



Janice Marie Lorentz  
Notary Signature  
JANICE MARIE LORENTZ  
Notary Printed Name

Notary Public in and for the

State of OREGON

Residing at LAKE OSWEGO, OR

My commission expires DECEMBER 03, 2027

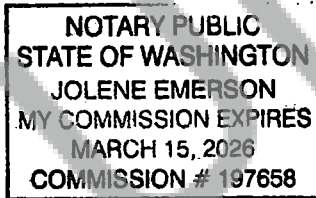
(SEAL)

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

PERSONAL ACKNOWLEDGMENT

State of Washington  
County Skamania ss

On this 17th day of October, 2021, before me personally appeared Simon + Rachel Lamb, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same as his/her voluntary act and deed for the uses and purposes therein mentioned.



(SEAL)

Notary Signature

Jolene Emerson

Notary Printed Name

Notary Public in and for the

State of Washington

Residing at Stevens

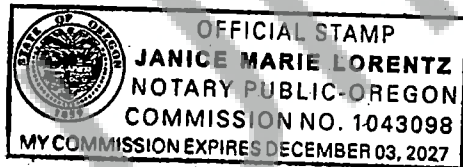
My commission expires 3-15-2026

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of OREGON )  
County MULTNOMAH ) ss.

On this 30th day of October, 2024, before me personally appeared Charlene R 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)

Janice Marie Lorentz  
Notary Signature

JANICE MARIE LORENTZ  
Notary Printed Name

Notary Public in and for the

State of OREGON

Residing at LAKE OSWEGO, OR

My commission expires DECEMBER 03, 2024

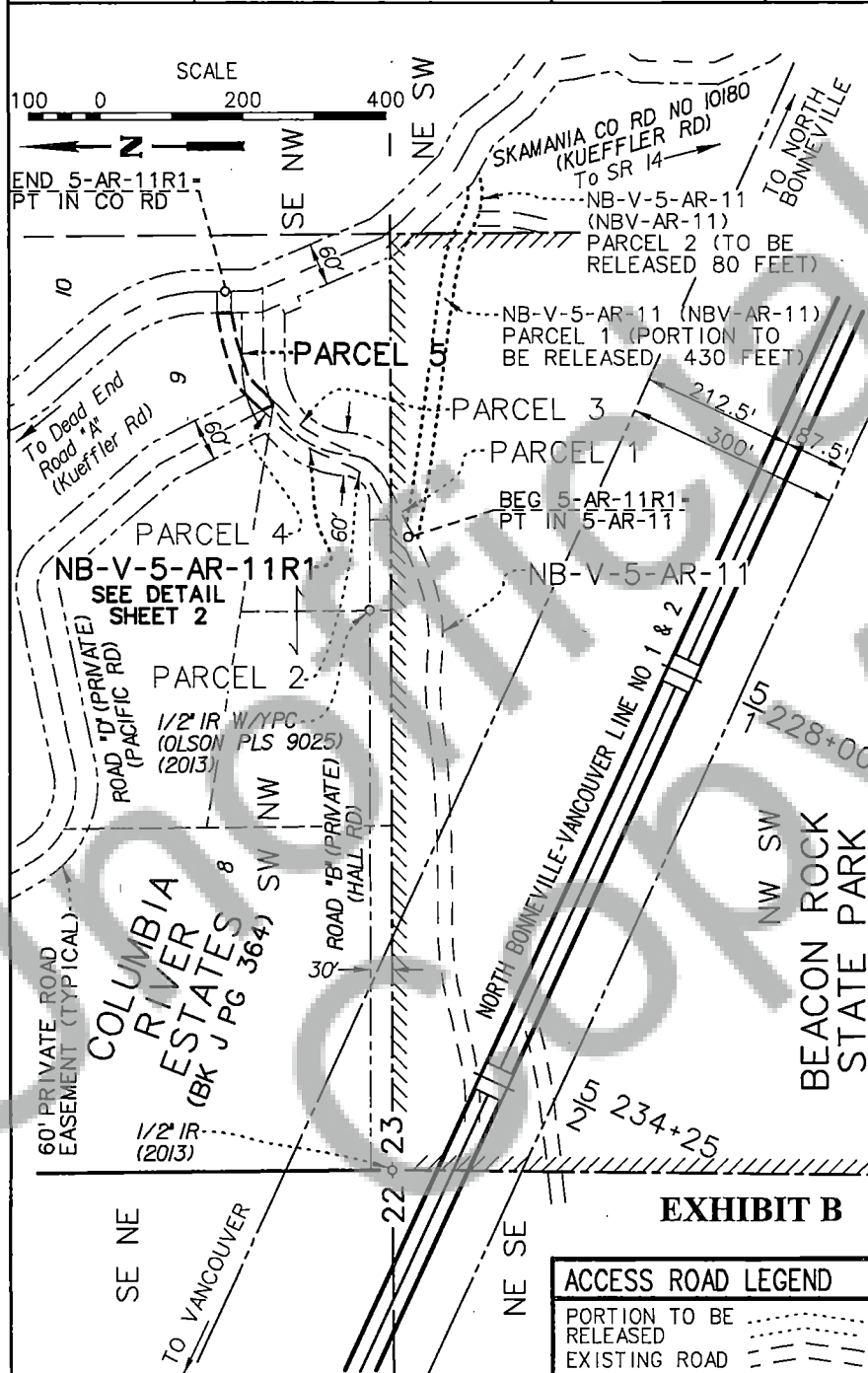


## EXHIBIT A

NB-V-5-AR-11R1 Parcel 5

A right-of-way 20 feet wide, over and along an existing road, over and across part of the SW1/4NW1/4 of Section 23, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, identified as that portion of Tract 9 of Columbia River Estates as described in the Real Estate Contract, recorded November 1, 2022, as Auditor's File No. 2022-002170, records of said county, also being over and across a portion of Road "B", a 60 foot wide private road easement as described in the document entitled Legal Description for Columbia River Estates, recorded as Auditor's File No. 75655, in Book J, Page 358, Miscellaneous Records of said county, also lying within a portion of said private road easement, identified as Road "B" on the survey of Columbia River Estates, recorded as Auditor's File No. 75656, in Book J, Page 364, Miscellaneous Records of said county, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for NB-V-5-AR-11R1 Parcel 5 sheets 1 and 2, dated December 14, 2022, attached hereto and made a part hereof.

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH
NB-V-5-AR-11R1	SIMON LAMB AND RACHEL LAMB	PARCEL 5 SW/4NW/4 SEC 23	150'



### EXHIBIT B

#### ACCESS ROAD LEGEND

PORTION TO BE RELEASED  
EXISTING ROAD  
ACCESS ROAD R/W WIDTH IS 20' UNLESS OTHERWISE NOTED

EXHIBIT DATED: 12/14/2022

BONNEVILLE POWER ADMINISTRATION

NORTH BONNEVILLE-VANCOUVER NO 1 & 2

DRAWN: DC CHECKED: GLH

ACCESS ROAD ACQUISITION EXHIBIT FOR:

NB-V-5-AR-11R1 PARCEL 5 SHEET 1 OF 2

SEC 23 T2N R6E WM

SKAMANIA COUNTY, WASHINGTON

Frank D. Wilsoud 01/10/23  
BPA Accepting Official DATE

# EXHIBIT C

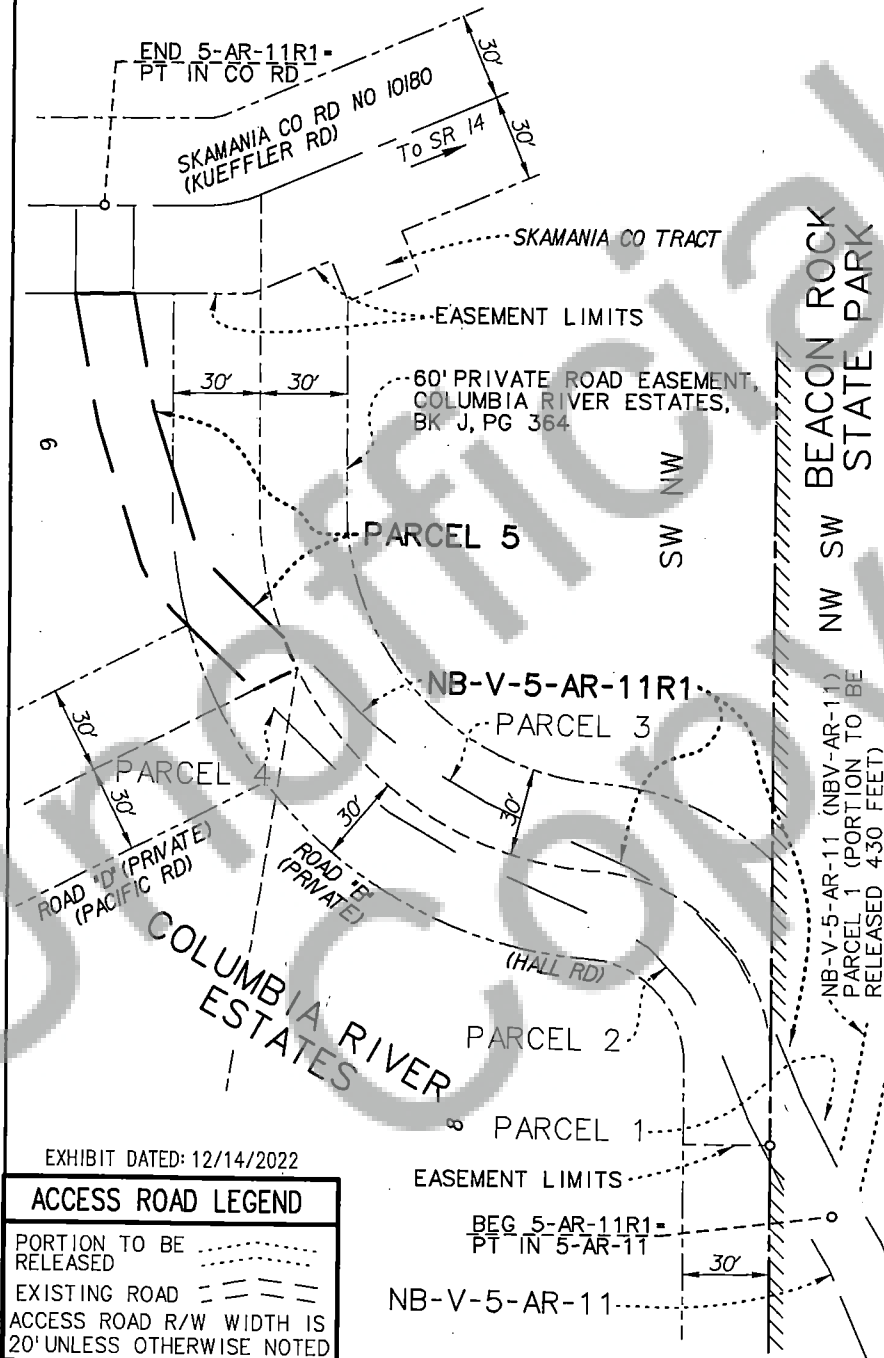
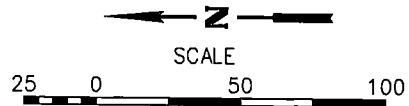


EXHIBIT DATED: 12/14/2022

## ACCESS ROAD LEGEND

PORTION TO BE  
RELEASED

EXISTING ROAD

ACCESS ROAD R/W WIDTH IS  
20' UNLESS OTHERWISE NOTED

BONNEVILLE POWER ADMINISTRATION

NORTH BONNEVILLE-VANCOUVER NO 1 & 2

DRAWN: DC CHECKED: GLH

ACCESS ROAD ACQUISITION EXHIBIT FOR:

NB-V-5-AR-11R1 PARCEL 5 SHEET 2 OF 2

SEC 23 T2N R6E WM

SKAMANIA COUNTY, WASHINGTON

Frank D. Mifsud  
BPA Accepting Official

01/10/23  
DATE