

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

AT 24408

Legal description: A portion of the NE1/4, of Section 36, Township 3 North, Range 15 East, Willamette Meridian, Klickitat County, Washington, as described in Exhibit A. (Affects Tax Account No. 03-15-3600-0003/00.)

REAL ESTATE ENCLAVE TAX
Chapter 82.05 and Chapter 82.06, RCW

\$ 85264 611615
Receipt
By Dejasa Deputy

BPA Tract No: AZE-16-A-1

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

EASEMENT
Exclusive Transmission

THIS AGREEMENT, made between KLIICKITAT COUNTY, the Grantor, whether one or more, and the United States of America and its assigns, the 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 Grantor, for and in consideration of the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) and the provisions contained in this agreement, hereby grants and conveys to the United States of America and its assigns, a perpetual exclusive easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land ("Transmission Easement Area"), as described in Exhibit A, attached hereto and by this reference made a part hereof. The acquiring federal agency is the Department of Energy, Bonneville Power Administration.

A. Transmission Easement Area

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and any communication lines or equipment and appurtenances thereto (collectively, "Facilities").

The grant further includes the right of ingress and egress over and across the Transmission Easement Area, including the right to grade and gravel routes of access if necessary, as determined by the Grantee.

The Grantor also hereby grants and conveys to the United States and its assigns the present and future right to clear the Transmission Easement Area and to keep it clear of all types of trees, shrubs, brush and other vegetation, except as reserved below.

Lead Tract: AZE-16-A-1

1 of 3



The Grantor reserves the right to grow and maintain non-woody low growing plants, such as non-structure-supported agricultural crops or vegetative cover with a mature height not to exceed 10 feet. Any other trees, shrubs, brush or other vegetation within the Transmission Easement Area will not be allowed unless the Grantor contacts the Grantee and secures a written agreement allowing such use. In no event shall the Grantor plant any agricultural crops or vegetative cover, or trees, shrubs, brush or other vegetation covered by the written agreement within a 50-foot radius of all poles or structures. The Grantor also agrees not to obstruct access to these poles or structures within the Transmission Easement Area at any time. Any rights reserved by the Grantor shall not interfere with the rights of the Grantee.

The Grantor also hereby grants and conveys to the United States and its assigns the present and future right to clear the Transmission Easement Area and to keep it clear of any and all structures, above and below ground improvements or infrastructure, fire and electrical hazards.

The Grantor agrees that prior to undertaking any activity (including, but not limited to, building a structure, placing any manmade item, planting, digging, earth-moving, burning, piling or storing materials) within the Transmission Easement Area, the Grantor agrees to contact the Grantee to seek a determination from the Grantee as to whether the proposed activity is safe and compatible with the Grantee's use, and does not interfere with the Grantee's current or future needs. The Grantor shall not proceed with any proposed activity within the Transmission Easement Area without written consent from the Grantee.

All unauthorized trees, shrubs, brush and other vegetation, structures, above and below ground improvements or infrastructure, fire and electrical hazards within the Transmission Easement Area shall become the property of the Grantee on the date of acceptance of this agreement and thereafter, and may be disposed of by the Grantee in any manner it deems suitable.

The Grantor also hereby grants and conveys to the United States and its assigns the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "Danger Trees" located on the Grantor's land adjacent to said Transmission Easement Area. A Danger Tree is any growing or dead tree, or snag, whether stable or unstable, which the Grantee at any time determines (1) could within a five-year period fall, bend or swing (a) within 25 feet of the Facilities, or (b) within electrical arcing distance of said Facilities, or (2) could interfere with the construction, operation and maintenance of said Facilities.

The Grantor covenants to and with the Grantee that the title to all Danger Trees identified, now or in the future, or cut from the Grantor's land adjacent to said Transmission Easement Area is and shall be vested in the Grantee and its assigns; and that the consideration paid for conveying this easement and the rights granted herein is accepted as full compensation for all damages incidental to the exercise of any said rights. At the Grantee's election title to Danger Trees may revert to the Grantor.

B. General Provisions

In addition to the consideration paid hereunder, the Grantee shall repair or make compensation only for damage caused by the Grantee 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 Transmission Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the Grantee.

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 Grantee and to obtain such curative documents as may be requested by the Grantee.

The Grantee 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.

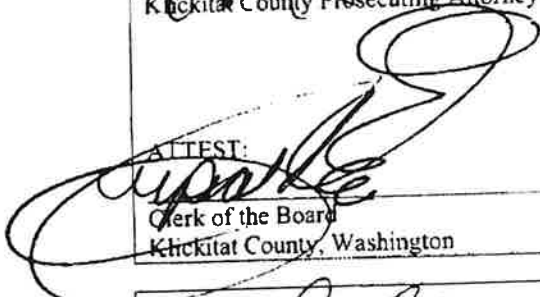
Lead Tract: AZE-16-A-1

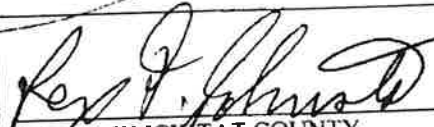
2 of 3



The Grantor covenants to and with the Grantee and its assigns 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.

Approved as to form:  Klickitat County Prosecuting Attorney Date <u>5/10/15</u>	Grantor: KLICKITAT COUNTY Board of County Commissioners Klickitat County, Washington Commissioner Absent Date _____
ATTEST:  Clerk of the Board Klickitat County, Washington	

 Grantor: KLICKITAT COUNTY Board of County Commissioners Klickitat County, Washington Chairman Date <u>5/19/2015</u>	Grantor: KLICKITAT COUNTY Board of County Commissioners Klickitat County, Washington Commissioner  Date <u>5-19-2015</u>
---	---

Accepted for the UNITED STATES OF AMERICA  Signature  Title <u>8 Jun, 2015</u> Date
--

LAL:gdb:06/06/2013

Lead Tract: AZE-16-A-1

3 of 3



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington
County Klickitat) ss

On this 19th day of May, 20 15, before me
personally

appeared Rex F Johnston / Jim Sorenson

known to me or proved to me on the basis of satisfactory evidence to be the person 3
who executed the within instrument as the Chairman, Board of

County Commissioners / Commissioner
acknowledged to me that 1 he executed the same freely and voluntarily in

such capacity; and on oath stated that 1 he ^{was} authorized to execute said
instrument in such official or representative capacity.



(SEAL)

Crystal D. McEwen
Signature
Crystal D. McEwen
Print Name

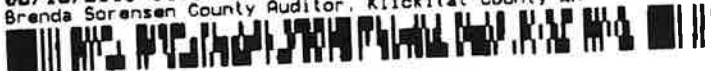
Notary Public in and for the

State of Washington

Residing at Gedon Lake

My commission expires 1/30/19

Lead Tract: AZE-16-A-1



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington
County Klickitat) ss

On this 19th day of May, 2015, before me
personally

appeared R. F. Johnston / Jan S. Zernicke
_, known to me or proved to me on the basis of satisfactory evidence to be the person
who executed the within instrument as the Chairman, Board of
County Commissioners / Commissioner

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



Crystal D. McEwen
Print Name

Notary Public in and for the

State of Washington

Residing at Gardendale

My commission expires 12/31/19

(SEAL)

Lead Tract: AZE-16-A-1



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County Klickitat) ss

On this 19th day of May, 20 15, before me
personally
appeared Rex S. Johnston / Jim Sizemore

known to me or proved to me on the basis of satisfactory evidence to be the person
who executed the within instrument as the Chairman, Board of

County Commissioners / Commissioners

acknowledged to me that they executed the same freely and voluntarily in
such capacity; and on oath stated that they ^{were} authorized to execute said
instrument in such official or representative capacity.



(SEAL)

[Signature]
Signature

Crystal D McEwen
Print Name

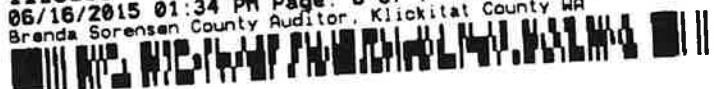
Notary Public in and for the

State of Washington

Residing at Goldendale

My commission expires 7/31/19

Lead Tract: AZE-16-A-1



AZE-16-A-1

A 150 foot right-of-way for the Bonneville Power Administration (BPA)
Big Eddy-Knight No.1 Transmission Line over and across the following described
real property:

That portion of the NE1/4, of Section 36, Township 3 North,
Range 15 East, of the Willamette Meridian, Klickitat County,
Washington, lying Westerly of the Westerly line of County Road
No. 23960.

The boundaries of said 150 foot wide right-of-way lie 75 feet each side of and
parallel with the survey line for said Transmission Line. Said survey line is more
particularly described with reference to the Washington Coordinate System
NAD 83 (CORS 96) (EPOCH 2002), South Zone, as follows:

Beginning at survey station 2796+18.0, of said Transmission Line,
evidenced by a BPA aluminum cap monument, in the
NW1/4SE1/4, in said Section 36, Township 3 North,
Range 15 East, which bears S.62°12'25"E, a distance of 317.5 feet
from the Center quarter corner for said Section 36, evidenced by an
aluminum cap survey monument; thence N.4°04'52"E, a distance
of 143.7 feet to survey station 2797+61.7, evidenced by a BPA
aluminum cap monument, a point on the South line of said
W1/2NE1/4; thence continuing N.4°04'52"E, a distance of 1107.2
feet to survey station 2808+68.9, evidenced by a BPA aluminum
cap monument; thence N.1°49'21"W, a distance of 172.1 feet to
survey station 2810+41, a point on the Southwesterly right-of-way
line for Klickitat County Road No. 23960 (Rattlesnake Road);
thence continuing N.1°49'21"W, a distance of 858.0 feet to survey
station 2818+99.0, evidenced by a BPA aluminum cap monument,
a point in the NW1/4NE1/4 of said Section 36, which bears
S.28°34'27"E, a distance of 612.6 feet from the North quarter
corner of said Section 36, evidenced by an aluminum cap survey
monument.

Tract AZE-16-A-1 contains 4.4 acres, more or less.

BPA survey monuments are also set on Tract AZE-16-A-1 at Transmission Line