

18159

Vol. 90 Page 15012

BPA COPY

BPA F 4300.13
(03-90)
(Previously BPA 1408)

Tract No. ALL-1-AR-1, P. 1

K-46647
U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
LAND BRANCH, REALTY NEGOTIATION SECTION

CONTRACT AND GRANT OF EASEMENT
Access Road

THIS AGREEMENT, made this 13th day of June, 1990
between JELD-WEN, INC., an Oregon Corporation,

the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 8322 (1970); the Federal Columbia River Transmission System Act, 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, approved August 4, 1977 (P.L. 95-91); and the Pacific Northwest Electric Power Planning and Conservation Act, approved December 5, 1980 (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of One Hundred and no/100ths Dollars (\$100.00) 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: An existing road as shown on Exhibit A which is BPA Drawing No. 161311, TCM-A1, Sheet 3, 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 which have been or may be constructed adjacent or nearly adjacent thereto.

Notice of acceptance of this instrument by the United States shall be given to the Grantor at Grantor's last known address within six months from date of last notarized Grantor's signature or this offer shall be void.

1990 JUL 27 AM 11 36

12546

BPA F 4300.13 (Reverse Side)

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 pay for damage to agricultural crops, fences, and irrigation and drainage systems within the easement area that occurs as a result of and during construction, reconstruction, upgrading, removal, or maintenance activities. The United States shall also pay, as damage, for any reduction in market value due to reconstruction or upgrading. Payment under this clause 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 evidences of title 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 the title evidence.

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 all demands of all persons whomsoever. *RLW*

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.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

For: JELD-WEN, INC., an Oregon Corporation

Accepted for the
UNITED STATES OF AMERICA 7-24-90
Date

By R. L. Easterling

Title Chief, Realty Negotiation Section

Witness
Grantor (Title: Sec. Vice President)
Grantor
Grantor

Tract No. ALL-1-AR-1, P. 1
MP: 1wr:05/14/90

18120

BBV COPY
A01 6300-12015

U.S. DEPARTMENT OF ENERGY—BONNEVILLE POWER ADMINISTRATION
Acquisition Section

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

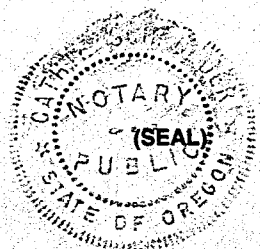
State of OREGON)
) ss.
County of KLAMATH)

On this 13th day of June, 1990, before me personally
appeared R. C. Wendt,
known to me, or proved to me on the basis of satisfactory evidence, to be the
Senior Vice President of the corporation that executed the within instrument or the
person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation;
acknowledged to me that such corporation executed the same; acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath
stated that he is authorized to execute said instrument and that seal, if any,
affixed is the corporate seal of said corporation.

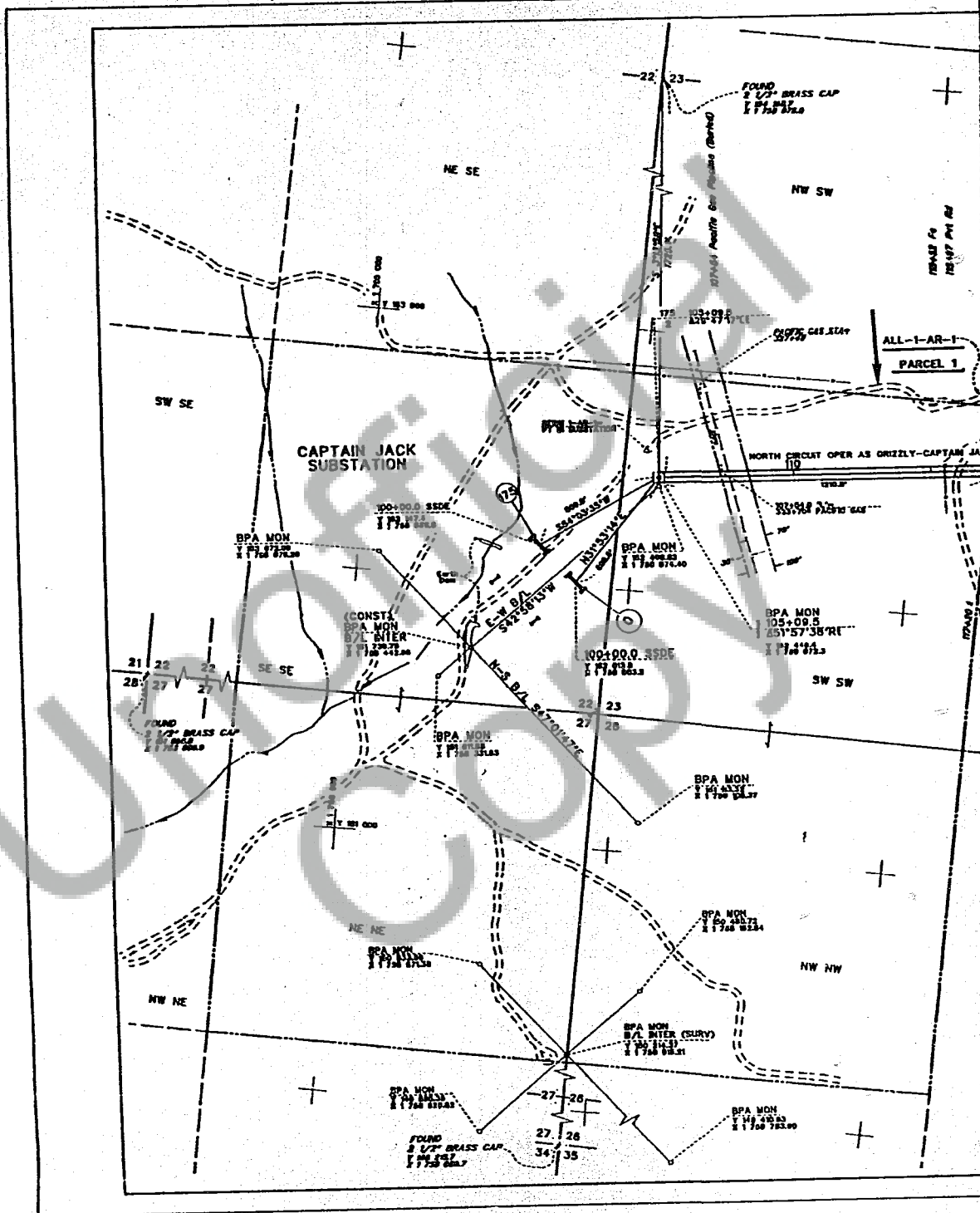
Return:

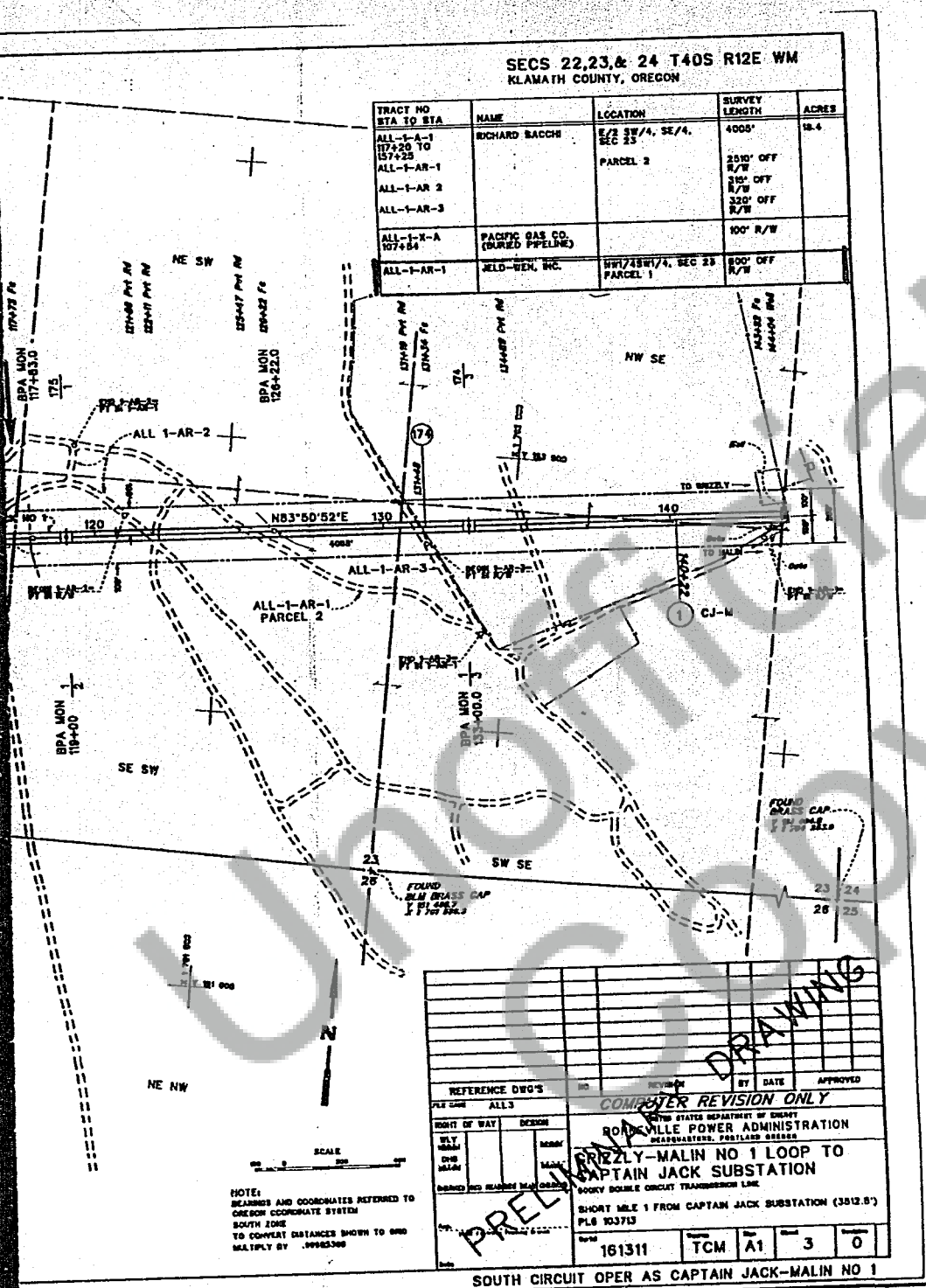
Bonneville Power
PO Box 3621
Portland OR 97208

AFTER RECORDING RETURN TO:
Bonneville Power Administration
MAIL ROOM
P.O. BOX 3621
PORTLAND OR 97208-3621



Cathie Schroeder
Notary Public in and for the
State of Oregon
Residing at Klamath Falls, Oregon
My commission expires 5/25/91





PRELIMINARY DRAWING

REFERENCE DWG'S	NO	REVISION	BY	DATE	APPROVED
FILE NAME	ALLS	COMPUTER REVISION ONLY			
RIGHT OF WAY	DESIGN	STATE DEPARTMENT OF ENERGY			
WLY	WLY	ROOSEVELT POWER ADMINISTRATION			
ONE	ONE	HEARSTOWN, PORTLAND OREGON			
MALIN	MALIN	GRIZZLY-MALIN NO 1 LOOP TO			
SIGNED AND SEALED BY ENGINEER		CAPTAIN JACK SUBSTATION			
DATE		SHORT DOUBLE CIRCUIT TRANSMISSION LINE			
161311		SHORT MILE 1 FROM CAPTAIN JACK SUBSTATION (3512.8')			
TCM		PL6 103713			
A1		161311			
3		0			

SOUTH CIRCUIT OPER AS CAPTAIN JACK-MALIN NO 1

Exhibit A

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Klamath County Title Co. the 27th day of July A.D., 19 90 at 11:36 o'clock A.M., and duly recorded in Vol. M90 of Deeds on Page 15017.

Evelyn Biehn, County Clerk
By Doreen Millard

FEE \$48.00