

20959

BPA COPY

Tract Nos. ALL-1-A-1; ALL-1-AR-1, P.2;
 ALL-1-AR-2; ALL-1-AR-3;
 ALL-2-AR-1, P.1;
 ALN-141-A-1;
 CPJK-RF-1 (Fee); CPJK-FA-1;
 CPJK-SAR-2; CPJK-BP-1;
 CPJK-LS-1

ASPE TITLE 33035
 33036 32635

CONTRACT AND GRANT
 FEE AND EASEMENT

(TRANSMISSION LINE, ACCESS ROAD, FOOT ACCESS,
 PASSIVE REFLECTOR SITE, BEAM PATH, AND HELIPORT)

THIS AGREEMENT, made this 9th day of September,
 1990, between RICHARD SACCHI, the Grantor, whether one or more, and the
 UNITED STATES OF AMERICA, Department of Energy, Bonneville Power
 Administration, pursuant to the Bonneville Project Act of August 20, 1937, Ch.
 720, 50 Stat. 731, as amended, 16 U.S.C. 832-1 (1970), the Federal Columbia
 River Transmission System 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 of August
 4, 1977, P.L. 95-91; and the Pacific Northwest Electric Power Planning and
 Conservation Act of 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
 FIFTY-NINE THOUSAND and NO/100 DOLLARS (\$59,000.00), of which
 THIRTY THOUSAND and NO/100 DOLLARS (\$30,000.00) is payment for damages,
 and of which TWENTY-NINE THOUSAND and NO/100 DOLLARS (\$29,000.00) is the true
 consideration for the fee and easement, and the provisions contained in this
 agreement, hereby grants and conveys to the United States of America the fee
 simple title in and to the following-described land, to-wit:

As described in Exhibit A attached hereto and by this reference made a
 part hereof.

The Grantor also grants and conveys to the United States of America a perpetual easement and right-of-way for electric power transmission purposes in, upon, over, and under the following-described land, to-wit:

As described in Exhibits B and C attached hereto and by this reference made parts hereof.

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, vegetation, and fire hazards, provided, however, that vegetation and fire hazards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way shall be and remain in the United States.

The Grantor also hereby grants and conveys to the United States a perpetual non-exclusive easement for access road purposes in, upon, and across the following-described land, to-wit:

A road to be constructed and existing roads as shown on Exhibits E, F, and G which are BPA Drawing Nos. 161311-TCM-A1, Sheet 4 and Sheet 3; and 161498-TCM-A1, Sheet 1 of 2, respectively, attached hereto and by this reference made parts hereof.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and rebuild 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 facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

The Grantor also hereby grants and conveys to the United States a perpetual non-exclusive easement for foot access purposes in, upon, and across the following-described land, to-wit:

As shown on Exhibit G which is BPA Drawing No. 161498-TCM-A1, Sheet 1 of 2, 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 rebuild the foot access.

The Grantor reserves the right to use the foot 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 foot access caused by or arising out of its use thereof.

The above-listed foot access may be used for access to and from any existing or future facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

The Grantor also hereby grants and conveys to the United States of America a perpetual easement for beam path purposes, together with the right in perpetuity to clear and to keep clear of all trees, timber, and man-made structures above the elevation of 5125.0 feet, and together with the right of ingress and egress in, over, and across the following-described land, to-wit:

As described in Exhibit D attached hereto and by this reference made a part hereof.

The Grantor also hereby grants and conveys to the United States of America a perpetual easement for heliport purposes in over and across the following described land, to-wit:

A circular tract of land, having a radius of 100 feet, which lies within the SE1/4SW1/4 of Section 23, Township 40 South, Range 12 East, Willamette Meridian, Clatsop County, Oregon. The center of said circular tract of land is located N. 52° 57' W., 271 feet from the southeast corner of said SE1/4SW1/4, evidenced by a brass cap monument.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and rebuild the heliport.

The grant shall include the present and future right to clear the heliport easement area and to keep the same clear of all structures, trees, brush, vegetation, and fire hazards, and the right to grade and level said easement area.

The above-listed heliport may be used for access to and from any existing or future 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.

The easement 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 make compensation for damage to agricultural crops, fences, and irrigation and drainage systems within the easement areas that occurs as a result of and during construction, reconstruction, removal, or maintenance activities. Payment for such damage 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 evidence 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 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 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.

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.

Joseph J. Zibilich
 Witness
 Accepted for the
 UNITED STATES OF AMERICA 9/25/42
 Date

By John B. Conyn

Title Chief, Land Branch

Richard Sacchi
 Grantor RICHARD SACCHI

 Grantor

 Grantor

 Grantor

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 ALN-141-A-1;
 CPJK-RF-1 (Fee); CPJK-FA-1;
 CPJK-SAR-2; CPJK-SP-1;
 CPJK-LS-1

MP:mp:7-24-90

19950

U.S. DEPARTMENT OF ENERGY—BONNIVILLE POWER ADMINISTRATION
ACQUISITION SECTION

PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of California)
) ss
 County of Contra Costa)

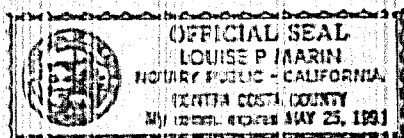
On this 9th day of September, 1990, before me personally

appeared RICHARD SACCHI

known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose

name(s) is subscribed to the within instrument and who acknowledged to me that he

executed the same as his voluntary act and deed for the uses and purposes therein
 mentioned.



(SEAL)

Louise P. Marin
 Notary Public in and for the

State of California

Residing at 1134 Alhambra Ave., Martinez

My commission expires 5/23/93

19951

(FEE)
CPJK-RF-1

A tract of land for the Bonneville Power Administration Captain Jack Passive Reflector Site in the NE1/4NW1/4 of Section 26, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon. The boundaries of said tract of land are described with reference to the Oregon Coordinate System, South Zone, as follows:

Beginning at a point in said NE1/4NW1/4 which bears S.61°59'00"W., 617.7 feet from the northeast corner of said NE1/4NW1/4, evidenced by a brass cap monument; thence S.65°10'31"W., 100.0 feet; thence N.24°49'29"W., 300.0 feet; thence N.65°10'31"E., 100.0 feet; thence S.24°49'29"E., 300.0 feet to the point of beginning.

Tract CPJK-RF-1 contains 0.69 acres, more or less.

(FEE)
CPJK-RF-1

EXHIBIT A

19952

ALL-1-A-1

A right-of-way 200 feet wide for the Bonneville Power Administration (BPA) Grizzly-Malin No. 1 Loop to Captain Jack Substation 500-kV Transmission Line, over and across the E½SW¼, and SE¼, Section 23, Township 40 South, Range 12 East, Willamette Meridian, Clatsop County, Oregon. The boundaries of said right-of-way lie 100 feet on each side of and parallel to the Survey Line of said transmission line which is described with reference to the Oregon Coordinate System, South Zone as follows:

Beginning at a BPA aluminum cap monument at transmission line Survey Station 105+09.5, which bears S.3°13'58"E., 1725.1 feet from the westerly quarter corner of said Section 23, evidenced by a brass cap monument; thence N.83°50'52"E., 8098.2 feet to a BPA aluminum cap monument at Survey Station 186+02.7 in the NW¼SE¼ of Section 24, said Township and Range; thence N.85°51'53"E., 427.3 feet to a BPA aluminum cap monument at Survey Station 190+30.0 back equals 8575+25.0 ahead, which bears S.39°35'11"E., 998.0 feet from the center of Section 24, evidenced by a brass cap monument.

Tract ALL-1-A-1 contains 18.4 acres, more or less.

ALL-1-A-1

EXHIBIT B

19953

ALN-141-A-1

A right-of-way 200 feet wide and that portion of a right-of-way 200 feet wide over and across the E1/2SW1/4, the NW1/4SW1/4, and the SW1/4NW1/4 of Section 26 all in Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon. The boundaries of said right-of-way lie 100 feet on each side of and parallel to the survey line for the Bonneville Power Administration Olinda-Captain Jack No. 1 transmission line, which is described with reference to the Oregon Coordinate System, South Zone, as follows:

Beginning at a point on said survey line at angle point survey station 8693+60.8 in the NE1/4NW1/4 of Section 35, said Township and Range which bears S.83°52'48"E., 1790.9 feet from the northwest corner of said Section 35, evidenced by a 2-1/2 inch brass cap monument; thence N.16°27'15"W., 5554.0 feet to angle point survey station 8749+14.8 in the NW1/4 NW1/4 of said Section 26, which bears S.87°20'52"W., 2510.9 feet from the northeast corner of the northwest quarter of said Section 26, evidenced by a brass cap monument.

Tract ALN-141-A-1 contains 18.7 acres, more or less.

ALN-141-A-1

EXHIBIT C

19954

CPJK-BP-1

A tract of land being all that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, that lies southwesterly of a line which bears N.24°49'29"W. from a point and southwesterly of a line which bears S.61°10'31"W. from the same point, said point being S.61°59'00"W., 617.7 feet from the South one-quarter corner of said Section 23, as evidenced by a Bureau of Land Management brass cap, except therefrom the East 100 feet of the South 100 feet of said tract of land.

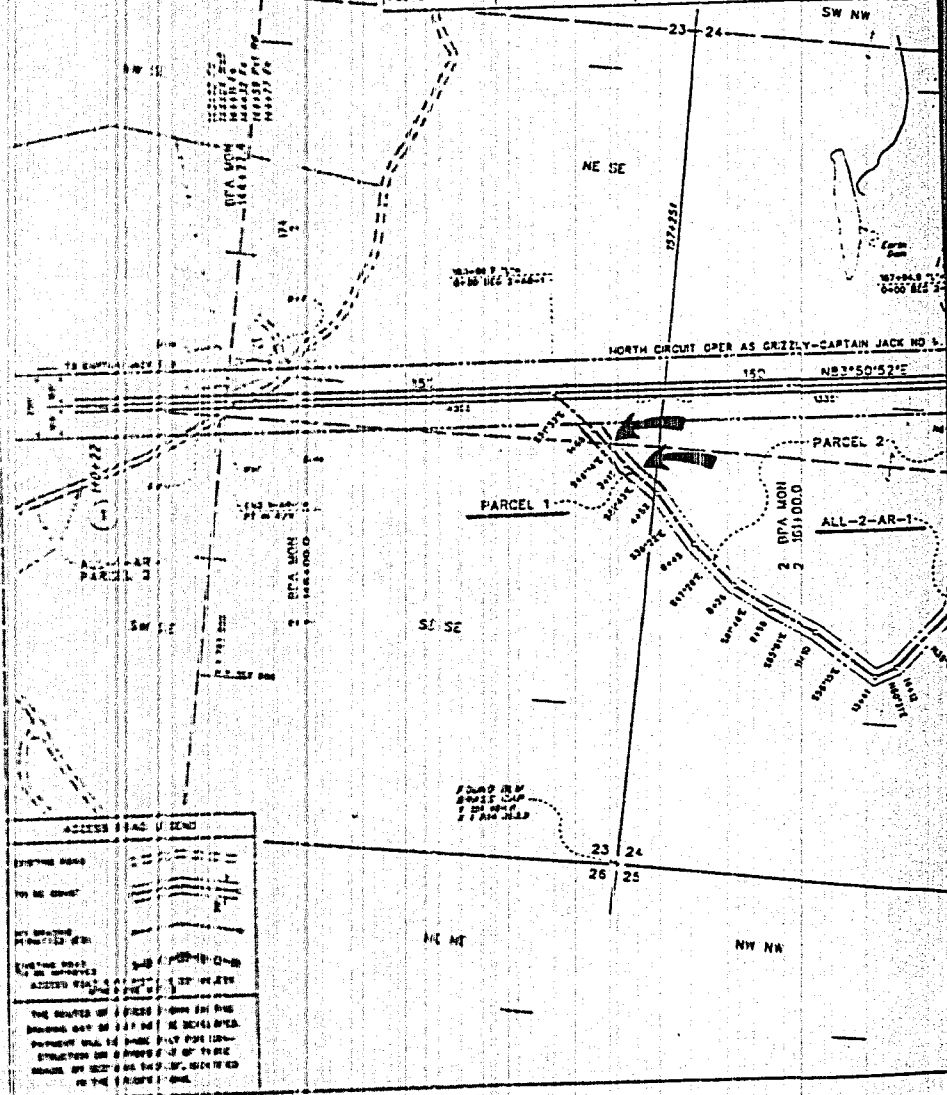
The above-described tract of land contains 17.93 acres, more or less, of which 0.36 acre falls within the existing BPA Grizzly-Malin Loop to Captain Jack Substation transmission line right-of-way.

CPJK-BP-1

EXHIBIT D

19955

| TRACT NO. STA TO STA | NAME | LOCATION | SURVEY LENGTH | ACRES |
|---|----------------------------|---|--------------------|-------|
| ALL-2-AR-1 170+00 TO 170+25 | RICHARD SACCH | E/2 SW/4, SE/4 SEC 24 | 4025' | 18.4 |
| ALL-2-AR-1 | | PARCEL 1 | 352' OFF R/W | |
| ALL-2-AR-1 170+25 TO 170+80 | USA (BLM) | NW/4 SW/4, SEC 24 | 1335' | 6.1 |
| ALL-2-AR-1 | | PARCEL 2 SW/4 SW/4, SEC 24 | 1855' OFF R/W | |
| ALL-2-AR-2 | | PARCEL 1 | 155' OFF R/W | |
| ALL-2-AR-2 170+80 TO 183+80 | EDWIN J. STASTNY, ET AL | NE/4 SW/4, SEC 24 | 1330' | 6.1 |
| ALL-2-AR-2 | | PARCEL 2 | 1035' | |
| ALL-2-AR-2 183+80 TO 183+80.7 (N CRK) TO 188+00.7 AND 188+00 TO 188+00.7 (N CRK) ALL-2-AR-2 | USA (BLM) | NW/4 SE/4, SEC 24 | 923.3' | 3.8 |
| | | PARCEL 3 SE/4 NW/4, SW/4 NE/4 SEC 24 | 2105' OFF R/W | |



19956

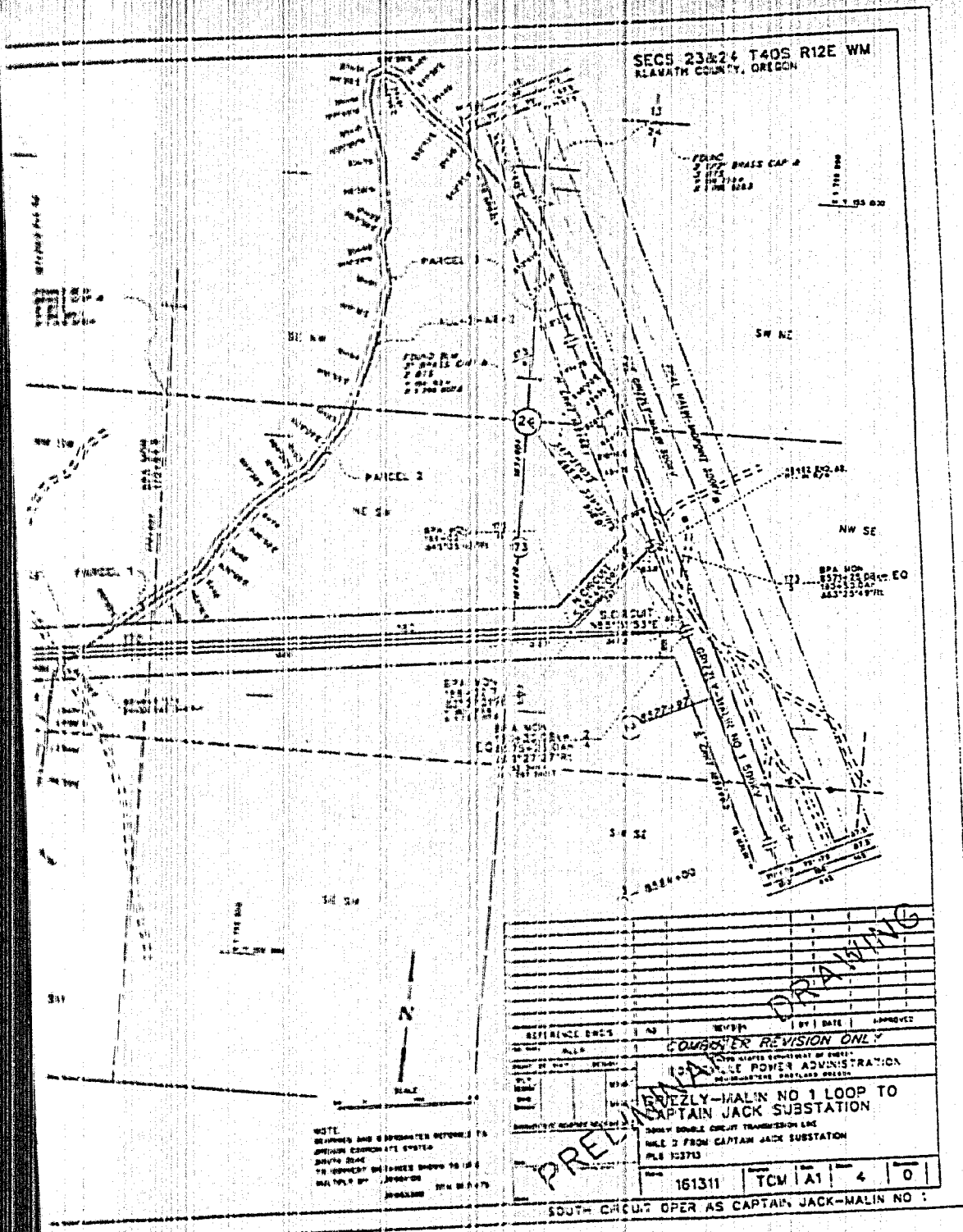


EXHIBIT E

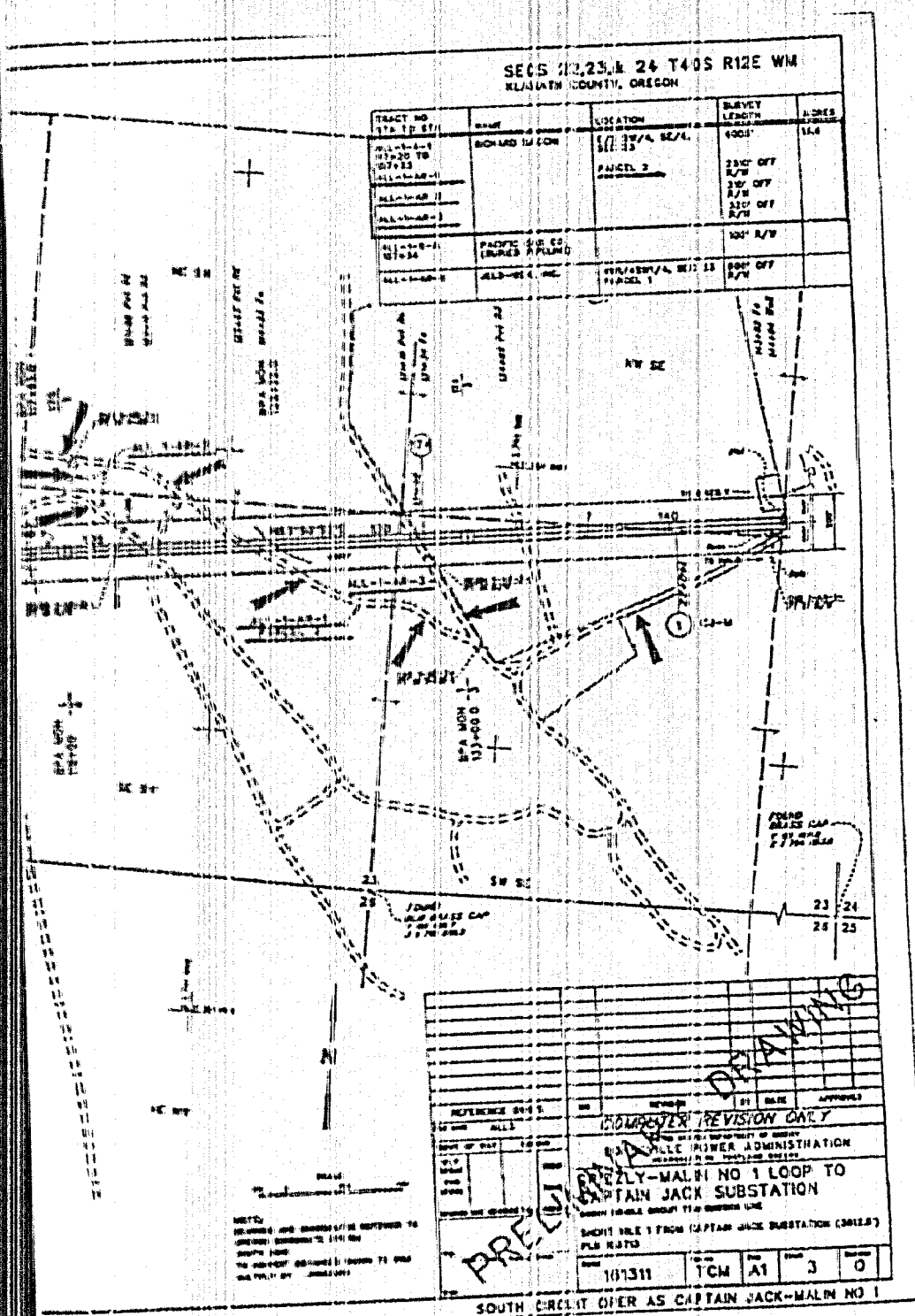
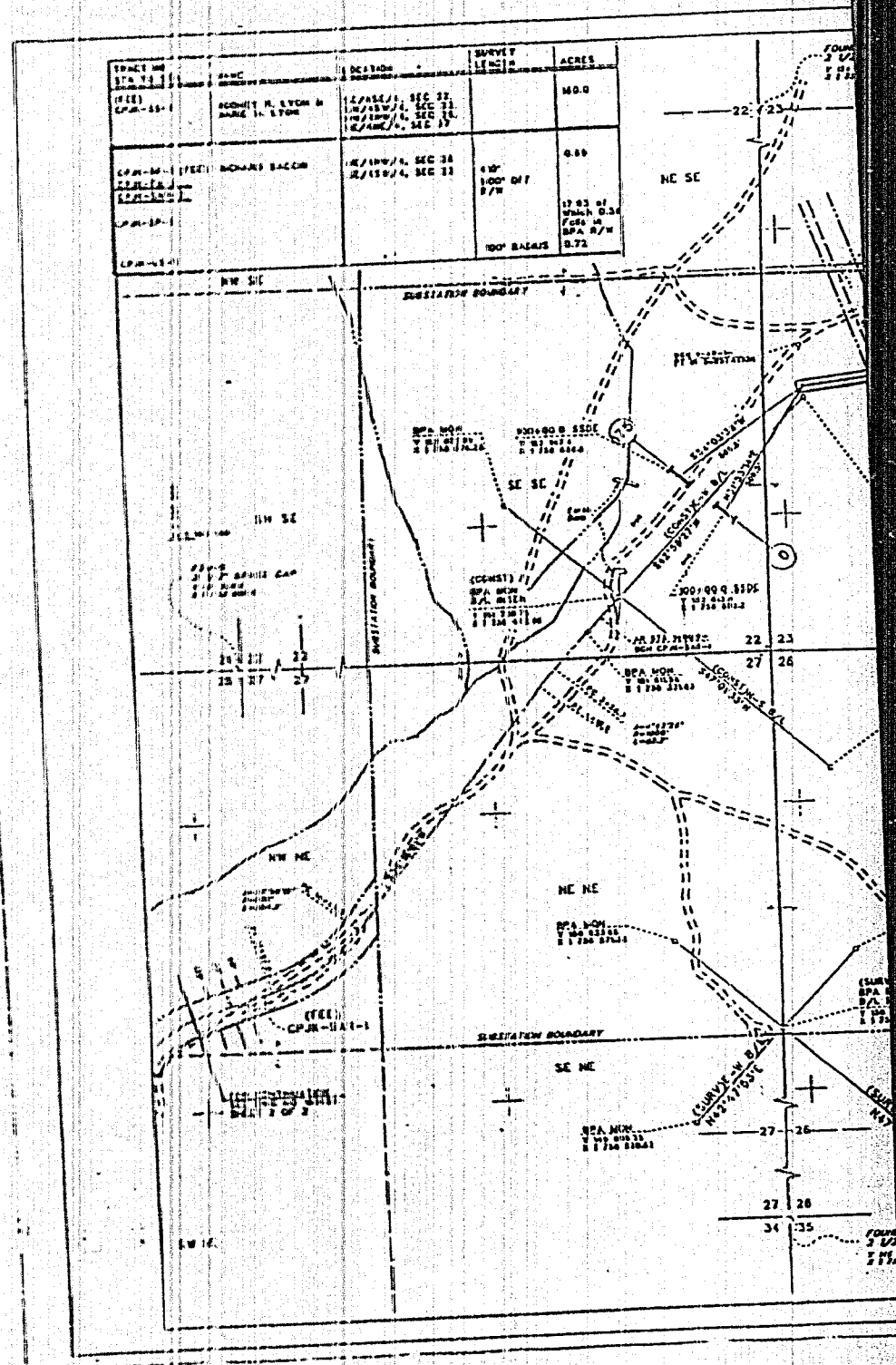
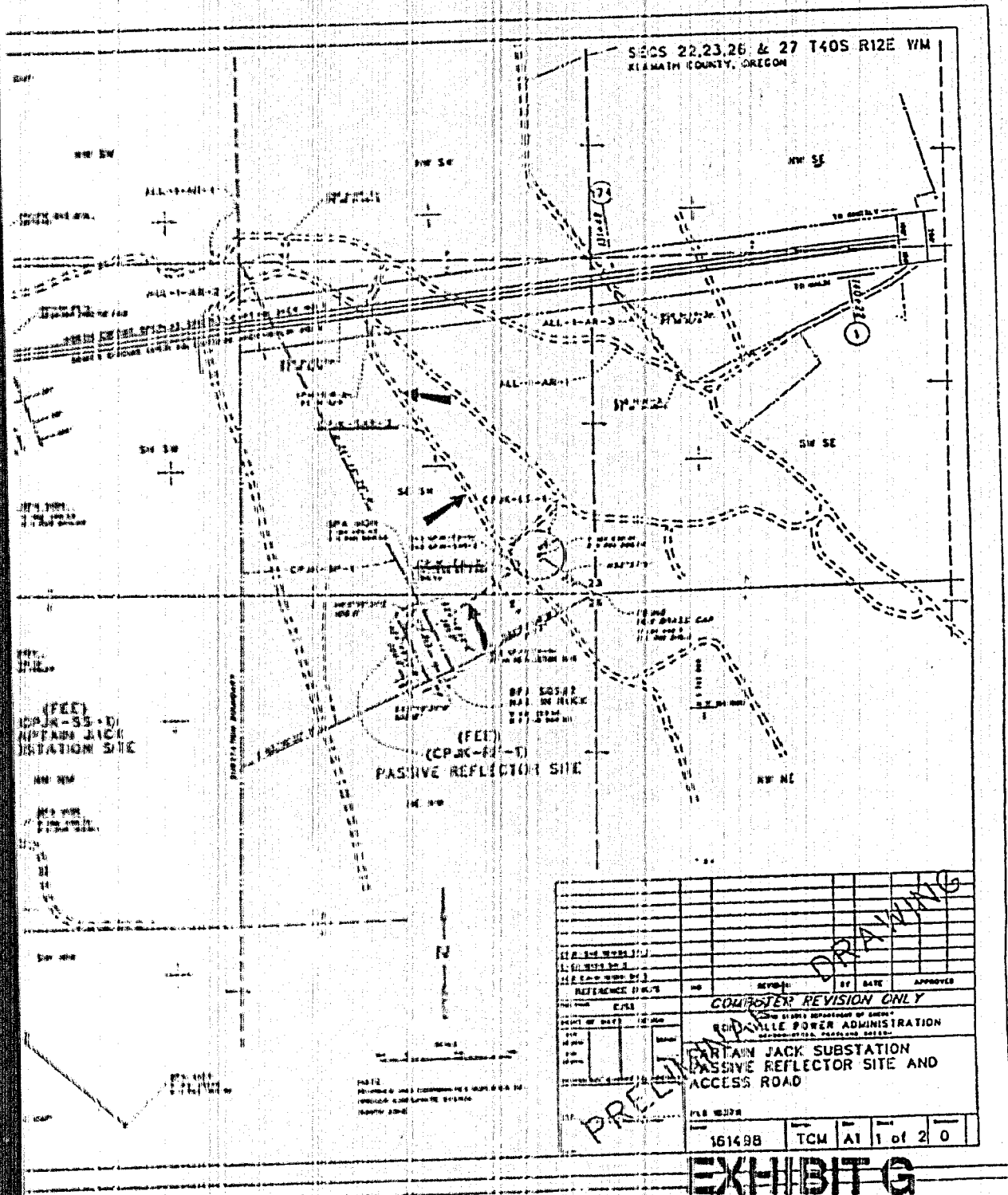


EXHIBIT F

19959



19960



STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 2nd day
 of June, A.D. 19 90 at 3:37 o'clock P.M., and duly recorded in Vol. M90
 of Deeds on Page 19945

FEE 483.00

Return: ATC

Evelyn Biehn County Clerk
 By Pauline M. Biehn

EXHIBIT G