

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

Real Estate Excise Tax  
 Exempt  
 Skagit County Treasurer  
 By Lena Thompson  
 Affidavit No. 20237406  
 Date 07/26/2023

Legal description: A portion of the NW1/4SW1/4 of Section 16, Township 33N, Range 5E, Willamette Meridian, Skagit County, Washington, as described in Exhibits A,C,E&G and shown on Exhibits B,D,F&H. (Affects Tax Account No. P18090)

**CHICAGO TITLE COMPANY**  
**500137858**

BPA Tract Nos.: Easements  
 A-B-15-AR-2R1  
 A-B-15-AR-4-P2

**Reference No. 428421**

Partial Releases  
 A-B-15-AR-2  
 A-B-15-AR-3P1

**U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION**

**EASEMENT AND RELEASE**  
**Non-Exclusive Access Road**

THIS AGREEMENT, made between JESSICA THOMPSON AND PATRICK THOMPSON, A MARRIED COUPLE, 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 Mutual Benefit, the release of the access easement described in Section B, below, and the provisions contained in this agreement, hereby grants and conveys to the United States of America and its assigns, a perpetual non-exclusive easement and right-of-way for access purposes in, upon, under, over and across the following described land ("Access Easement Area"), as described in Exhibits A&C and shown on Exhibits B&D, attached hereto and by this reference made a part hereof. The acquiring federal agency is the Department of Energy, Bonneville Power Administration.

**A. Access Easement Area**

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, and appurtenances thereto, including but not limited to culverts and bridges, together with cuts and fills, as needed.

Lead Tracts: A-B-15-AR-2R1 & A-B-15-AR-4-P2

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 Grantee.

The above-listed access may be used for access to and from Grantee's existing and future facilities.

**B. Access Easement Release**

The Grantee does hereby release and quitclaim to the Grantor all right, title, and interest to a portion of the access road easement acquired by the United States by instrument dated January 26, 1949, and recorded March 1, 1949, in Vol. 233, Page 19, File 428421, Skagit County, State of Washington. The location of the released access easement is described in Exhibits E&G and shown on Exhibits F&H, attached hereto and by this reference made a part hereof.

The rights herein released are no longer required for access and are released pursuant to the Acts of August 20, 1937, (16 U.S.C. 832a) as amended, and regulations and delegations of authority issued pursuant thereto.

**C. 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 Access Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the Grantee.

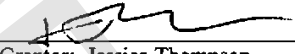

The rights granted herein are subject to easements of record and mineral rights of third parties.


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.

The Grantor covenants to and with the Grantee 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 Grantee.

 Grantor: Jessica Thompson	 Grantor: Patrick Thompson
_____ Title (if applicable)	_____ Title (if applicable)
6/11/23 Date	6/11/23 Date

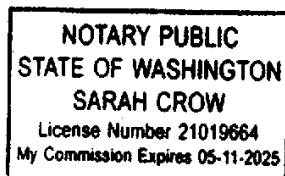
Accepted for the UNITED STATES OF AMERICA	
Signature	
Title	Realty Specialist
Date	June 6 <sup>th</sup> 2023

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

## PERSONAL ACKNOWLEDGMENT

State of Washington  
County Snohomish ) ss

On this 1st day of June, 20 23, before me personally appeared Jessica Thompson, 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)

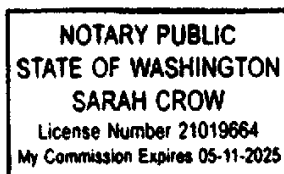
Sarah Crow  
Notary Signature  
Sarah Crow  
Notary Printed Name  
Notary Public in and for the  
State of Washington  
Residing at Everett, WA  
My commission expires 5/11/2025

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

## PERSONAL ACKNOWLEDGMENT

State of Washington  
County Snohomish } ss

On this 1<sup>st</sup> day of June, 20 23, before me personally appeared Patrick Thompson, 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 executed the same as his voluntary act and deed for the uses and purposes therein mentioned.



(SEAL)

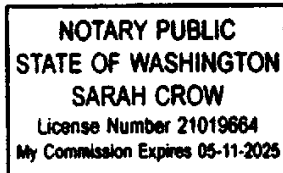
Sarah Crow  
Notary Signature  
Sarah Crow  
Notary Printed Name  
Notary Public in and for the  
State of Washington  
Residing at Everett, WA  
My commission expires 5/11/2025

U.S. DEPARTMENT OF ENERGY  
BONNEVILLE POWER ADMINISTRATION

## OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Washington       )  
  ) ss.  
County of Snohomish       )

On this 6<sup>th</sup> day of June, 2023, before me personally appeared Patrick Munyua, 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 of Bonneville Power Administration 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.



  
\_\_\_\_\_  
Notary Signature

Sarah Crow  
\_\_\_\_\_  
Notary Printed Name

Notary Public in and for the

State of Washington

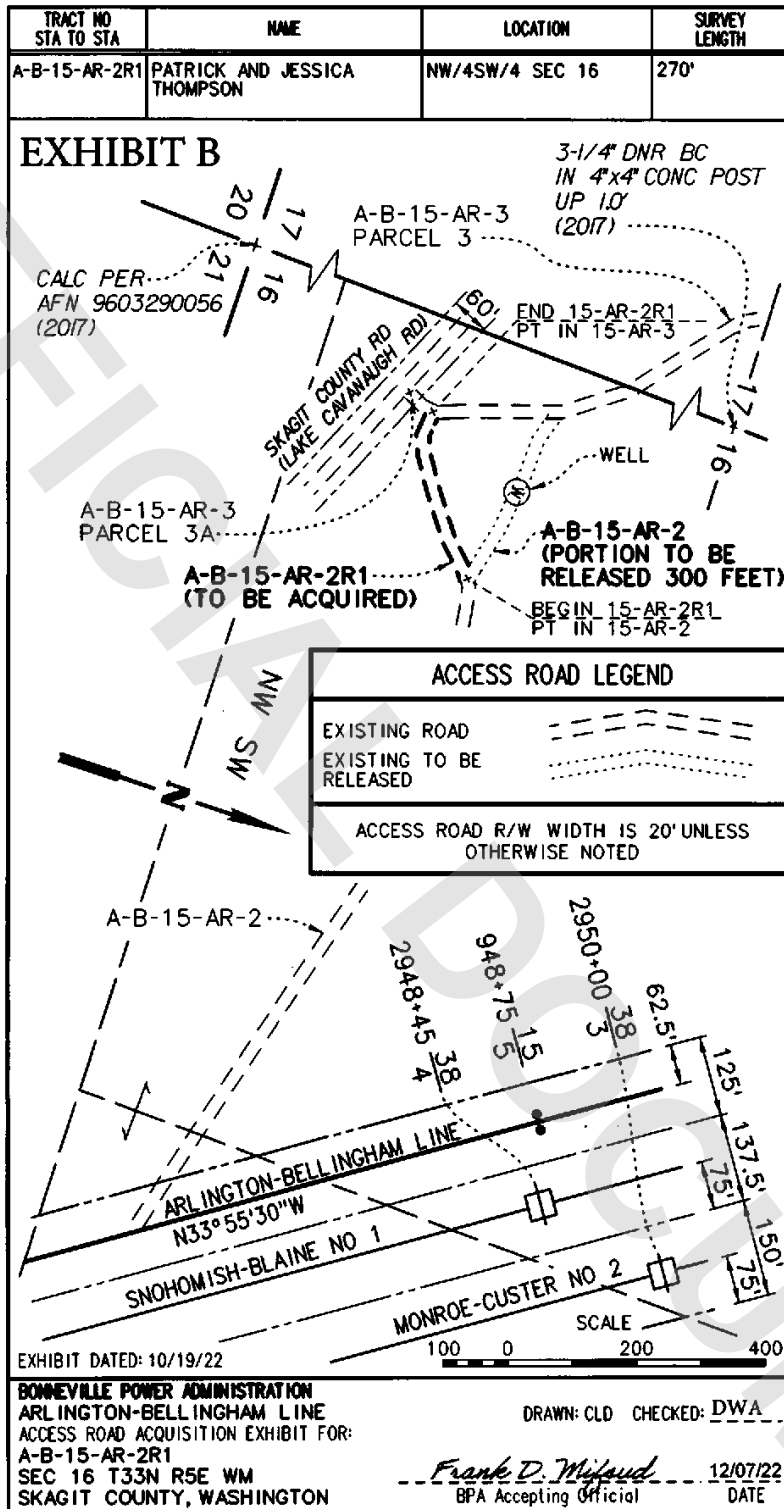
Residing at Everett, Washington.

My commission expires May 11, 2025.

**A-B-15-AR-2R1**

A right-of-way 20 feet wide over and along an existing road to be improved, over and across the NW1/4SW1/4, Section 16, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, being a portion of land described in that Statutory Warranty Deed, recorded December 11, 2020, under Recording Number 202012110116, records of said county, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for A-B-15-AR-2R1, dated October 19, 2022, attached hereto and made a part hereof.

**EXHIBIT A**





**A-B-15-AR-4 Parcel 2**

A right-of-way 20 feet wide over and along an existing road to be improved, over and across the NW1/4SW1/4, Section 16, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, being a portion of land described in that Statutory Warranty Deed, recorded December 11, 2020, under Recording Number 202012110116, records of said county, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for A-B-15-AR-4 Parcel 2, dated October 19, 2022, attached hereto and made a part hereof.

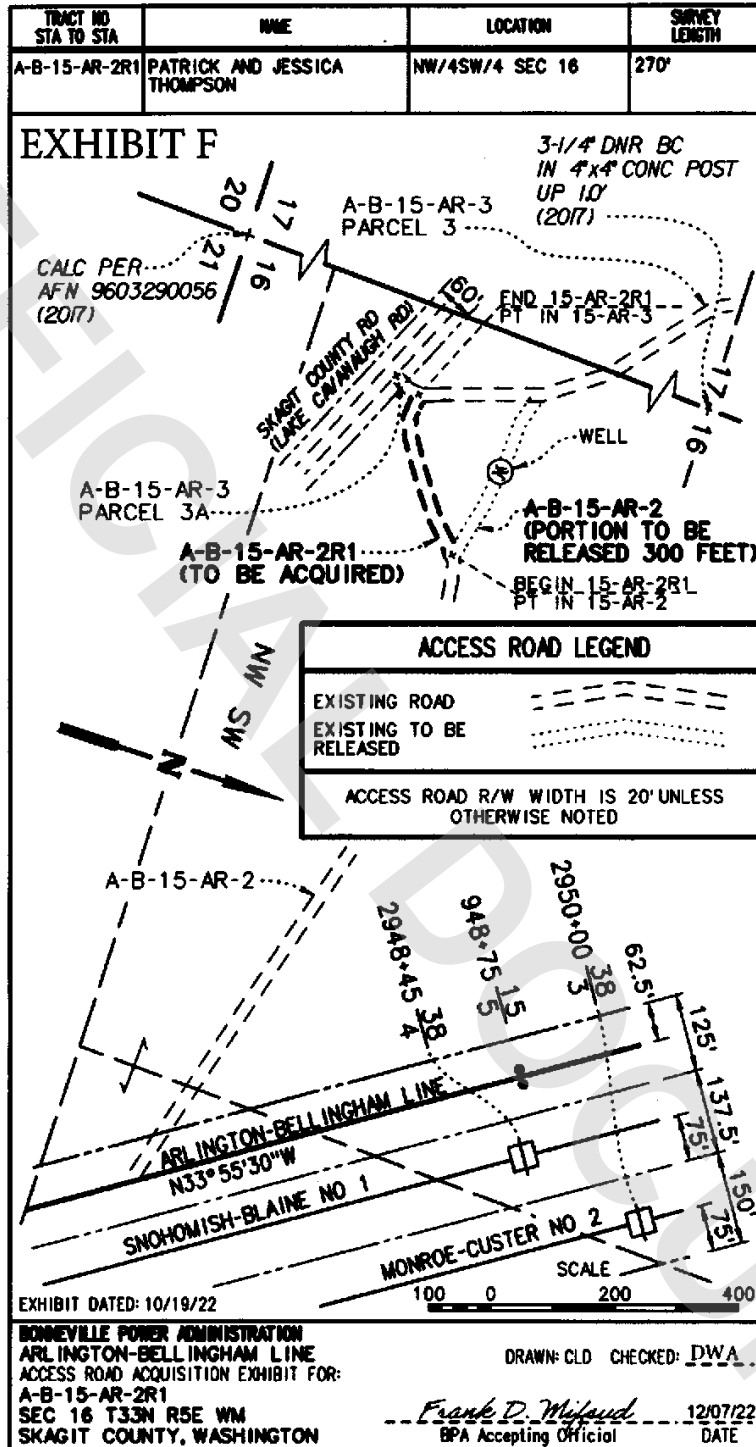
**EXHIBIT C**

Frank D. Mifaud 12/07/22  
BPA Accepting Official DATE

**Partial Release of Easement A-B-15-AR-2 (AB-AR-2):**

That portion of Bonneville Power Administration (BPA) access road easement identified as BPA Tract ID A-B-15-AR-2 (AB-AR-2), located in the NW1/4SW1/4, Section 16, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, described in that Order and Certificate of Grant of Right of Way document, recorded March 1, 1949, as Instrument No. 428421, in Volume 233, Page 19, records of said county, which is designated for release on BPA Access Road Acquisition Exhibit for A-B-15-AR-2R1, dated October 19, 2022, attached hereto and made a part hereof. No other rights acquired in said document are hereby released. This release does not constitute a release of any portion of any other existing BPA easements crossed by A-B-15-AR-2.

**EXHIBIT E**



**Partial Release of Easement A-B-15-AR-3 (AB-AR-3) Parcel 1:**

That portion of Bonneville Power Administration (BPA) access road easement identified as BPA Tract ID A-B-15-AR-3 (AB-AR-3) Parcel 1, located in the NW1/4SW1/4, Section 16, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, described in that Order and Certificate of Grant of Right of Way document, recorded March 1, 1949, as Instrument No. 428421, in Volume 233, Page 19, records of said county, which is designated for release on BPA Access Road Acquisition Exhibit for A-B-15-AR-4 Parcel 2, dated October 19, 2022, attached hereto and made a part hereof. No other rights acquired in said document are hereby released. This release does not constitute a release of any portion of any other existing BPA easements crossed by A-B-15-AR-3 Parcel 1.

**EXHIBIT G**

