

225378

RECEIVED
BENUEWAH COUNTY

2002 JAN -9 PM 3:20

18⁰⁰

KAY SATHER, CLERK

Barbara Regan - Deputy
To: *Lead Title*

Attachment B
DEED OF CONSERVATION EASEMENT
FOR
Albeni Falls Wildlife Mitigation Lands

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 4th day of January 2002, by the Coeur d'Alene Tribe ("the Grantor or Tribe"), in favor of the United States of America, acting by and through the Department of Energy, Bonneville Power Administration, based in Portland, Oregon ("the Grantee or BPA").

I. RECITALS

- A. The Grantor is the fee simple owner of real property ("Albeni Falls Wildlife Mitigation Lands") in Northern Idaho described in Exhibit A, attached to this deed and incorporated by reference.
- B. The Bonneville Power Administration (BPA) is a power-marketing agency within the United States Department of Energy. The Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. 839b et seq. ("Act") directs BPA to protect, mitigate, and enhance fish and wildlife affected by the development and operation of Federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Act, the program adopted by the Pacific Northwest Electric Power and Conservation Planning Council ("Council") under subsection 4(h) of the Act, and other environmental laws. BPA has the authority pursuant the Northwest Power Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. §838i(b), or the Bonneville Project Act, 16 U.S.C. §§ 832a to acquire real estate or to assist in the acquisition and transfer of real property interests.
- C. Albeni Falls Wildlife Mitigation Lands are generally located in Northern Idaho and provide habitat for fish and wildlife species affected by the construction and operation of the Federal Columbia River Power System. This Conservation Easement is created for the purpose of retaining and protecting the natural values of Albeni Falls Wildlife Mitigation Lands by protecting their natural resources, maintaining or enhancing air or water quality, and preserving their underlying archaeological or cultural aspects.
- D. The Tribe and BPA have entered into an agreement governing the acquisition and use of Albeni Falls Wildlife Mitigation Lands. The Albeni Falls Wildlife Mitigation Project Memorandum of Agreement (September 2001) (hereinafter "MOA") is incorporated into this agreement and is on file with BPA Manager, Real Property Services, 905 NE 11th Street (97232), P.O. Box 3621(97208), Portland, OR. The Tribe intends to convey to BPA the right to preserve and protect the attributes of Albeni Falls Wildlife Mitigation Lands, listed in subsection C above, in perpetuity.

B-8211

10-24-02 JMR

II. CONVEYANCE AND CONSIDERATION

For and in consideration of the funding BPA provided to the Tribe to acquire Albeni Falls Wildlife Mitigation lands, the Tribe hereby voluntarily grants and conveys to the United States of America a conservation easement over Albeni Falls Wildlife Mitigation Lands in perpetuity.

III. PURPOSE

It is the purpose of this Conservation Easement to retain the conservation values of Albeni Falls Wildlife Mitigation Lands by protecting natural resources, maintaining or enhancing air or water quality, and preserving its underlying archaeological or cultural aspects in perpetuity, and preventing any use of Project lands that will impair or interfere with the conservation values of these areas. The MOA describes what in this Easement are called the conservation values, which include the following: resident fish and wildlife and their habitats including the riparian and upland habitats that affect in stream habitat; historical and cultural resources; and water quality including temperature, sediment load, and flow levels. The Tribe intends that this Easement will confine the use of Albeni Falls Wildlife Mitigation Lands to such activities as are consistent with this purpose. BPA shall have the right, but not the obligation, to enforce any and all terms of this Easement.

IV. RIGHTS CONVEYED TO GRANTEE

A. To accomplish the purpose of this Conservation Easement, the Tribe conveys the following rights to BPA. BPA has the right to:

- Access Albeni Falls Wildlife Mitigation Lands at all reasonable times.
- To inspect Albeni Falls Wildlife Mitigation Lands to assure compliance with this Conservation Easement.
- To prevent any activity on Albeni Falls Wildlife Mitigation Lands inconsistent with this Conservation Easement, the MOA, or any property management plan developed and adopted by the parties under the MOA, and to require the restoration of areas or features of Project Lands that are damaged by any inconsistent use.
- To ensure the Tribe does not convey Albeni Falls Wildlife Mitigation Lands without BPA's written consent.
- To prevent the Tribe from allowing or taking any ground disturbing actions prior to completion of a management plan approved by BPA, or from allowing or taking such actions that are not part of the management plan once the plan is developed and approved.
- To prohibit grazing of domestic livestock and feral horses and cattle on Albeni Falls Wildlife Mitigation Lands unless it is done pursuant to the property management plan to manage Albeni Falls Wildlife Mitigation Lands for fish and wildlife.

- To prohibit timber harvesting unless it is done pursuant to the property management plan to improve Albeni Falls Wildlife Mitigation Lands as fish and wildlife habitat, for proper fire management, or protection of person or property.
- To prohibit all residential, commercial, or industrial uses of Albeni Falls Fish and Wildlife Mitigation Lands, except as permitted in the property management plan.

B. Under the MOA the Tribe is obligated to develop a Property Management Plan for Albeni Falls Wildlife Mitigation Lands, and BPA has the right to approve that plan. Once the plan is completed and approved, the parties may record a copy with the appropriate County Clerk and substitute the restrictions in the plan for those in Subsection IV(A) above.

V. PROHIBITED USES

The Tribe may not take or allow any activity on or use of Albeni Falls Wildlife Mitigation Lands inconsistent with the purpose of this Conservation Easement or the MOA. The Tribe agrees not to engage in or permit any such activity or use.

VI. PERMITTED USES

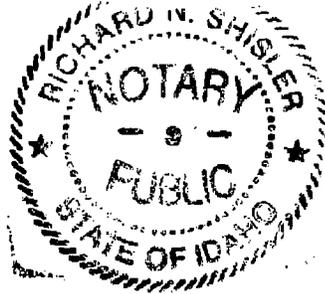
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VII. ADMINISTRATIVE MATTERS

The provisions of the MOA shall govern the administration of this Conservation Easement. By way of example, but not of limitation, such administration includes notice, dispute resolution, hold harmless and indemnification, remedies, and waivers of sovereign immunity.

VIII. SIGNATURE AND ACKNOWLEDGMENTS

To have and to hold the easement herein granted unto BPA and its successors and assigns, forever, IN WITNESS WHEREOF, the undersigned the Tribe has executed this instrument this 4th day of January 2002.



COEUR D ALENE TRIBE

[Handwritten signature]
Ernest L. Stensgar
Chairman

STATE OF IDAHO)
) ss.
County of)

The foregoing instrument was acknowledged before me this ____ day of
_____ 2002, by _____.

Notary Public for Idaho

State of Idaho)
) ss.
County of Benewah)

On this 4th day of January, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Francis A. SiJohn, known or identified to me to be the person whose name is subscribed to the within instrument as duly authorized designee of Coeur d'Alene Tribe, and acknowledged to me that he executed the same on behalf of said Coeur d'Alene Tribe.

[Handwritten signature: Richard W. Shisler]

Notary Public for Idaho
Residing at: St. Maries
Commission Exp.: July 15, 2003

Attachment A
Legal Description of Project Area
Bader (Goose Heaven Lake) Wildlife Mitigation Project

PARCEL 1:

Government Lot 5,

EXCEPTING the West 160 feet lying North of the County Road,

EXCEPTING the North 285 feet of Government Lot 5,

EXCEPTING that portion described in a Deed to DRAINAGE DISTRICT NO. 3 recorded September 28, 1917 in Book G of Deeds at Page 578, records of Benewah County, Idaho.

EXCEPTING that portion described in Release of Damages and Deed to Right of Way to SCENIC BETTER ROADS HIGHWAY DISTRICT recorded November 17, 1927 in Book T of Deeds at Page 142, records of Benewah County, Idaho,

Government Lots 6, 7, 8, and the South Half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter, all in Section 1, Township 46 North, Range 3 West of the Boise Meridian, Benewah County, Idaho.

PARCEL 2:

All that portion of Government Lot 9,

EXCEPTING that portion described in Deed, dated August 13, 1919 and recorded October 3, 1919 in Book I of Deeds at Page 15, records of Benewah County, Idaho,

EXCEPTING that portion described in Deed to State of Idaho, recorded September 14, 1932 in Book W of Deeds at Page 61, records of Benewah County, Idaho.

EXCEPTING those portions described in Deed, dated June 13, 1955 and recorded June 14, 1955 in Book L-2 of Deeds at Page 33, records of Benewah County, Idaho.

The Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter and Government Lot 16, EXCEPT that portion described in a Deed to SCENIC BETTER ROADS HIGHWAY DISTRICT recorded June 24, 1921 in Book J of Deeds at Page 23, records of Benewah County, Idaho, all in Section 2, Township 46 North, Range 3 West of the Boise Meridian, Benewah County, Idaho.

Attachment A
Legal Description of Project Area
Bader (Goose Heaven Lake) Wildlife Mitigation Project

PARCEL 3:

The Northeast Quarter of the Northwest Quarter of Section 12,
Township 46 North, Range 3 West of the Boise Meridian, Benewah
County, Idaho.

After recording, mail to:
Land Title Company of Benewah County
821 Main Ave.
St. Maries, Idaho 83861

6 3 225377

RECEIVED
BENEWAH COUNTY

WARRANTY DEED

2002 JAN -9 PM 3:16

For Value Received

GARY D. BADER and LETA KAYE BADER, Husband and Wife *Barbara Kaye Bader*
600
Jo: Kaud Jille

KAY SATHER, CLERK

the grantors, do hereby grant, bargain, sell and convey unto

COEUR D'ALENE TRIBE

whose address is: P.O. BOX 408
PLUMMER, IDAHO 83851

the grantee, the following described real estate, situated in the County of Benewah, State of Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances EXCEPT: Easements and Rights of Way of Record, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: January 7, 2002

Gary D. Bader

Gary D. Bader
Leta Kaye Bader

Leta Kaye Bader

STATE OF NEVADA)
County of Washoe)ss.

B-8211

On this 7th day of January, 2002, before me, the undersigned, a Notary Public in and for the said State, personally appeared Gary D. Bader and Leta Kaye Bader, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Danielle L. Malley

Notary Public for: Nevada
Residing at: 6389 Bentley Ct
Commission Exp: 8.9.04



EXHIBIT "A"**PARCEL 1:**

Government Lot 5,

EXCEPTING the West 160 feet lying North of the County Road,

EXCEPTING the North 285 feet of Government Lot 5,

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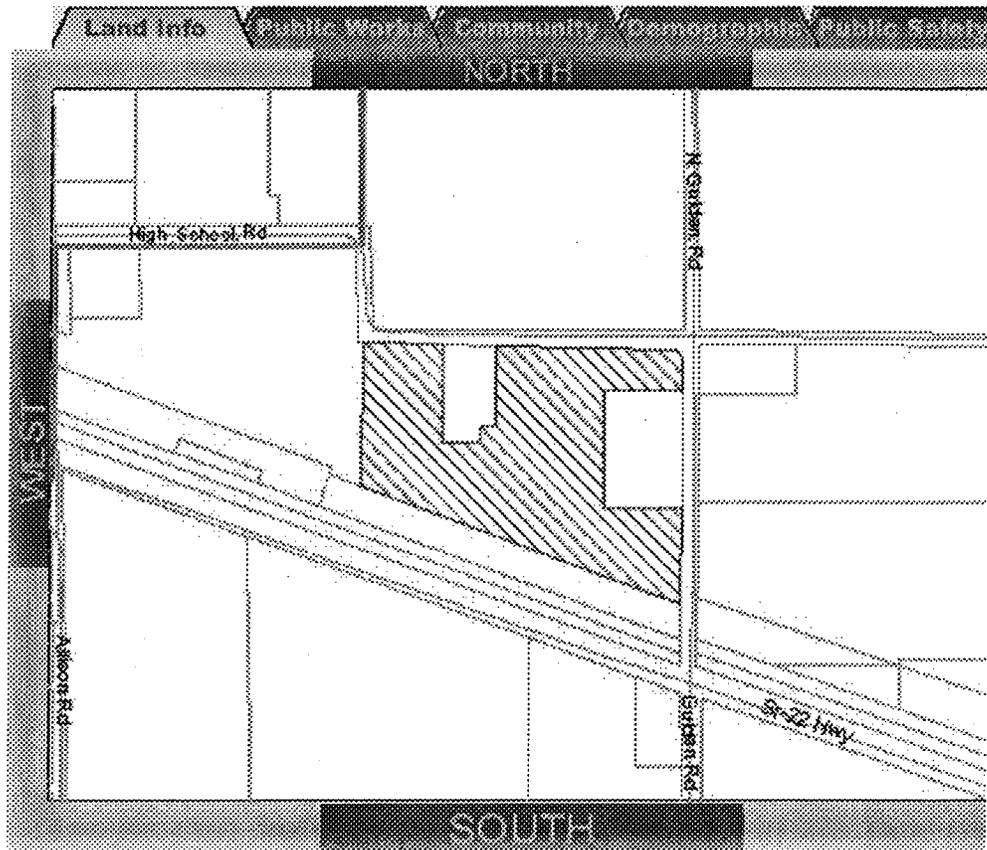


YAKIMA, WA Map Themes

- City Limits
- Contours
- Critical Areas
- Floodplains
- Parcel Text
- Plan 2015
- Relief Map
- Urban Areas
- Zoning

None

Refresh



Choose Location to:

- Zoom in
- Zoom Out
- Pan
- Identify

[Grandview](#)
[Granger](#)
[Harrah](#)
[Moxee](#)
[Naches](#)
[Selah](#)
[Sunnyside](#)
[Tieton](#)
[Toppenish](#)
[UnionGap](#)
[Wapato](#)
[Yakima](#)
[Zillah](#)

Parcel Number: 23080624404

Situs Address: High School Rd.

Owner Name: Dale & Sherri Smith

Misc Codes: 424-TCA/Levy

Assessed Values: 20000-improvement value 44800-land

Parcel Size: 20.36 Acre(s)

Yakima County Zoning: I - Industrial

Plan 2015: Urban(Urban Growth Area)

Urban Growth Area: Urban Growth Area Plan

Jurisdiction: County

Floodplain: Not within floodplain.

Critical Areas:

Stream Type:

Contour Elevation: No contour lines within 10 feet of click

While this information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please feel free to contact us about any errors you discover and we will try to correct them as soon as possible. Phone(509)574-1100 or jacobt@co.yakima.wa.us

If you have any questions or comments regarding zoning, contact the Planning Department at Phone(509)574-2230 or [Planning Department](#)

Data set was created on: 4/5/04 10:03:25 PM

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Yakima County Department of Assessments

Search	Parcel Info	Parcel Values	Parcel Legal	Parcel Sales	Segregations	Tax Rates	Parcel Taxes	Parcel Mapping
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Parcel Number 23080624404 is active as of 4/2/04 2:04:47 PM.

Legal:

Section 06 Township 08 Range 23 Quarter NW: LOT - 2 SP 7304245

BF 7649

205910

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 30TH day of April, 2002, by the Kootenai Tribe of Idaho (Grantor or Tribe), in favor of the United States of America, acting by and through the Department of Energy, Bonneville Power Administration, based in Portland, Oregon (Grantee or BPA).

I. RECITALS

A. The Grantor is the fee simple owner of real property (Albeni Falls Wildlife Mitigation Lands) in Northern Idaho described in Exhibit A, attached to this deed and incorporated by reference.

B. The Bonneville Power Administration (BPA) is a power-marketing agency within the United States Department of Energy. The Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (Act) directs BPA to protect, mitigate, and enhance fish and wildlife affected by the development and operation of Federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Act, the program adopted by the Pacific Northwest Electric Power and Conservation Planning Council (Council) under subsection 4(h) of the Act, and other environmental laws. BPA has the authority pursuant the Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838i(b), or the Bonneville Project Act, 16 U.S.C. § 832a to acquire real estate or to assist in the acquisition and transfer of real property interests.

C. Albeni Falls Wildlife Mitigation Lands are generally located in Northern Idaho and provide habitat for fish and wildlife species affected by the construction and operation of the Federal Columbia River Power System. This Conservation Easement is created for the purpose of retaining and protecting the natural values of Albeni Falls Wildlife Mitigation Lands by protecting their natural resources, maintaining or enhancing air or water quality, and preserving their underlying archaeological or cultural aspects.

D. The Tribe and BPA have entered into an agreement governing the acquisition and use of Albeni Falls Wildlife Mitigation Lands. The Albeni Falls Wildlife Mitigation Project Memorandum of Agreement, dated April 2, 2002, (MOA) is incorporated into this agreement and is on file with BPA Manager, Real Property Services, 7500 NE 41st St., Vancouver, WA 98662, P.O. Box 61409, Vancouver, WA 98666-1409. The Tribe intends to convey to BPA the right to preserve and protect the attributes of Albeni Falls Wildlife Mitigation Lands, listed in subsection C above, in perpetuity.

JmR
6-18-02

II. CONVEYANCE AND CONSIDERATION

For and in consideration of the funding BPA provided to the Tribe to acquire Albeni Falls Wildlife Mitigation Lands, the Tribe hereby voluntarily grants and conveys to the United States of America a Conservation Easement over Albeni Falls Wildlife Mitigation Lands in perpetuity.

III. PURPOSE

It is the purpose of this Conservation Easement to retain the conservation values of Albeni Falls Wildlife Mitigation Lands by protecting natural resources, maintaining or enhancing air or water quality, and preserving its underlying archaeological or cultural aspects in perpetuity, and preventing any use of Project lands that will impair or interfere with the conservation values of these areas. The MOA describes what in this Conservation Easement are called the conservation values, which include: resident fish and wildlife and their habitats including the riparian and upland habitats that affect in-stream habitat, historical and cultural resources, and water quality including temperature, sediment load, and flow levels. The Tribe intends that this Conservation Easement will confine the use of Albeni Falls Wildlife Mitigation Lands to such activities as are consistent with this purpose. BPA shall have the right, but not the obligation, to enforce any and all terms of this Conservation Easement.

IV. RIGHTS CONVEYED TO GRANTEE

A. To accomplish the purpose of this Conservation Easement, the Tribe conveys the following rights to BPA. BPA has the right to:

- Access Albeni Falls Wildlife Mitigation Lands at all reasonable times.
- To inspect Albeni Falls Wildlife Mitigation Lands to assure compliance with this Conservation Easement.
- To prevent any activity on Albeni Falls Wildlife Mitigation Lands inconsistent with this Conservation Easement, the MOA, or any property management plan developed and adopted by the parties under the MOA, and to require the restoration of areas or features of Project Lands that are damaged by any inconsistent use.
- To ensure the Tribe does not convey Albeni Falls Wildlife Mitigation Lands without BPA's written consent.

B. Under the MOA the Tribe is obligated to develop a Property Management Plan for Albeni Falls Wildlife Mitigation Lands, and BPA has the right to approve that plan. Once the plan is completed and approved, the parties may record a copy with the appropriate County Clerk and substitute the restrictions in the plan for those in Subsection IV(A) above.

V. PROHIBITED USES

The Tribe shall not take or allow any activity on or use of Albeni Falls Wildlife Mitigation Lands inconsistent with the purpose of this Conservation Easement or the MOA. The Tribe agrees not to engage in or permit any such activity or use, and to prohibit all inconsistent or incompatible activities on the Project, including but not limited to, the following:

- Grazing of domestic livestock and feral horses and cattle on the property unless used as a method to manage the properties for wildlife as outlined in the Property Management Plan, and provided such usage does not negatively impact fish or wildlife habitat;
- Timber harvesting, or the removal of other shrubbery or vegetation except such harvesting as is identified in the Property Management Plan for the purpose of improving the Property as fish or wildlife habitat, or as is necessary for proper fire management, or as is necessary for protection of person or property;
- All residential, commercial, or industrial uses of the properties, except as permitted in the Property Management Plan;
- Erecting of any building, billboard, or sign except as approved in the Management Plan;
- Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material except as allowed under applicable federal, state, and local laws, at locations approved of in the Management Plan;
- Excavating, dredging, or removing of loam, gravel, soil, rock, minerals, sand, hydrocarbons, or other materials, except as permitted in the Management Plan;
- Otherwise altering the general topography of the Property, including but not limited to building of roads and flood control work, except for work related to restoration or enhancement projects identified in the Management Plan;
- Granting any easement, for any purpose (without the written consent of Grantee), over properties acquired or managed pursuant to this agreement; and
- Any other use that the Tribe and BPA together determine negatively impacts fish or wildlife habitat.

VI. PERMITTED USES

The Tribe reserves, for itself and its heirs, successors, and assigns, the right to pursue activities on or use of Albeni Falls Wildlife Mitigation Lands which are consistent with the purposes of this Conservation Easement and the MOA and which are not otherwise prohibited.

VII. ADMINISTRATIVE MATTERS

The provisions of the MOA shall govern the administration of this Conservation Easement. By way of example, but not of limitation, such administration includes notice, dispute resolution, hold harmless and indemnification, remedies, and waivers of sovereign immunity.

VIII. SIGNATURE AND ACKNOWLEDGMENTS

To have and to hold the easement herein granted unto BPA and its successors and assigns, forever.

IN WITNESS WHEREOF, the Tribe has executed this instrument this 30th day of April, 2002.

KOOTENAI TRIBE OF IDAHO

By: Gary Aitken Sr.

Gary Aitken Sr.
Gary Aitken, Sr.
Chairman of the Tribal Council

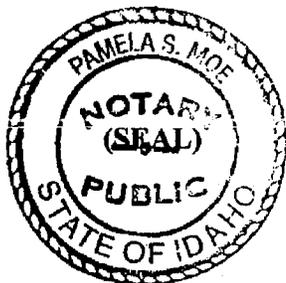
Acknowledgment

State of Idaho)
) ss
County Boundary)

On this 30TH day of April, 2002, before me
personally appeared Gary Aitken Sr.

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 of the Tribal Council

_____ ,
_____ ,
who 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.



Pamela S. Moore
Notary Public in and for the
State of Idaho
Residing at Naples
My commission expires 10/28/02

EXHIBIT A

205910

Government Lot 4, Section 6, Township 63 North, Range 1 East, Boise Meridian, Boundary County, Idaho.

Government Lots 1, 7, 9, and 12 in Section 1, Township 63 North, Range 1 West, Boise Meridian, Boundary County, Idaho.

STATE OF IDAHO }
County of Boundary } ss
Filed for record at the request of 1st American Title
on 5-3-02 at 3:15
Diane M. Cartwright
County Recorder C. Petersen
By Deputy
Fee \$ 18.00 chg
Mail to FATCO

(Re-recorded to correct legal description - Parcel 2)
**DEED OF CONSERVATION EASEMENT
FOR
Albeni Falls Wildlife Mitigation Lands**

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 14 day of September, 2001, by the Coeur d'Alene Tribe ("the Grantor or Tribe"), in favor of the United States of America, acting by and through the Department of Energy, Bonneville Power Administration, based in Portland, Oregon ("the Grantee or BPA").

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B-8210

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COEUR DALENE TRIBE

Ernst L. Stonsgar Chairman Charles A. Matheson Vice Chairman

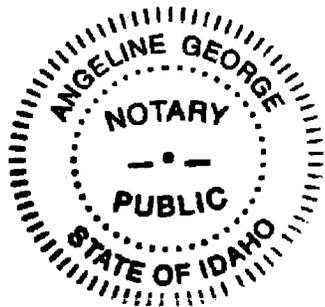
STATE OF IDAHO)
) ss.
County of Beneviah)

Before me personally appeared Charles A. Matheson, Vice-Chairman

The foregoing instrument was acknowledged before me this 14 day of September 2001, by Angelino George

Angelino George
Notary Public for Idaho

Residing at: Plummer, Id
Comm. Exp. March 6, 2006



224383

RECEIVED
BENEVIAH COUNTY

2001 SEP 20 PM 4:11
1800

KAY SATHER, CLERK

Barbara Ragan - Deputy
So. Land Title

EXHIBIT A
Property Legal Description
Albeni Falls Mitigation Lands
Purchased from the Estate of Billie Louise Johnson, deceased

Parcel 1

Government Lots 1 and 2, and the East Half of the Northeast Quarter of Section 18, Township 45 North, Range 3 West of the Boise Meridian, Benewah County, Idaho.

EXCEPTING THERFROM:

A parcel of land in Government Lot 1 and the Northeast Quarter Section 18, Township 45 North, Range 3 West, Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at a point on the North section line 894.96 ' West from the common corner of Sections 7, 8, 17, 18, being corner #1,
thence West a distance of 733.92 ' to a point on the North section line and corner #2,
thence South 0° 05 ' East, a distance of 454.74 ' to corner #3,
thence North 69° 00 ' East a distance of 293.7 ' to point #4, being South 0° 05 ' East a distance of 337.26 ' from the West 1/16th corner,
thence North 64° 19 ' East a distance of 270.6 to corner #5,
thence North 40° 09 ' East a distance of 277.86 ' to Place of Beginning.

ALSO EXCEPTING THEREFROM:

A parcel of land in the Northeast Quarter of the Northeast Quarter in Section 18, Township 45 North, Range 3 West, Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at the common section corner of Sections 7, 8, 17, and 18, Township 45 North, Range 3 West of the Boise Meridian,
thence South 0° 05 ' East, a distance of 1029.9 ' to a point on the East line of the Northeast Quarter of the Northeast Quarter of Section 18,
thence North 29° 50 ' West a distance of 473.9 ' to a point,
thence North 16° 30 ' West a distance of 197.5 ',
thence North 0° 33 ' West a distance of 142.6 ' to a point,
thence North 21° 45 ' West a distance of 310.9 ' to the North line of the Northeast Quarter of the Northeast Quarter,
thence East a distance of 396 ' along said North line to the common section corner of 7, 8, 17, and 18, the Place of Beginning

ALSO EXCEPTING THEREFROM:

A piece of ground in the Northeast Quarter of the Northeast Quarter of Section 18,

Township 45 North, Range 3 West of the Boise Meridian, Benewah County, Idaho, bounded and described as follows:

Bounded on the West and South by the Bene-Tekoa road running across the Northeast corner of said forty and bounded on the North by the Benewah Creek, and bounded on the East by the East line of said forty running North and South.

Parcel 2 (Corrected)

The West 330 feet of Government Lot 3 (NW1/4SW1/4) and the North 660 feet of the West 330 feet of Government Lot 4 (SW1/4SW1/4), Section 18, Township 45 North, Range 3 West, Boise Meridian, Benewah County, Idaho.

SE1/4NE1/4, except that part lying West of the County Road; NE1/4SE1/4, except that part lying West of the County Road; N1/2SW1/4SE1/4, except that part lying West of the County Road; the South 660 feet of the West 330 feet of SW1/4SE1/4; and the North 330 feet of the SE1/4SE1/4; Section 13, Township 45 North, Range 4 West of the Boise Meridian, Benewah County, Idaho.

Parcel 3

The West Half of the Northwest Quarter, the Northeast of the Northwest Quarter and West Half of the Southeast of the Northwest Quarter, Section 24, Township 45 North, Range 4 West of the Boise Meridian, Benewah County, Idaho.

Excepting those portions deeded to Benewah County in Warranty Deed dated October 2, 1978 and recorded October 6, 1978 in book 100 on page 6641 as Instrument No. 143082, records of Benewah County, Idaho.

227721

RECEIVED
BENEWAH COUNTY

2002 SEP 20 PM 2:46
1800

KAY SATHER, CLERK

Barbara Ragan - Deputy
To: Land Title

SPECIAL ADMINISTRATOR'S DEED

add

THIS DEED, made by Laurence J. Leahy, of West 2565~~6~~ 16th Street, Post Falls, Idaho 83854, as Special Administrator of the Estate of Billie Louise Johnson, Deceased, Grantor, to Coeur d'Alene Tribe, Grantee, whose current address is P.O. Box 408, Plummer, Idaho 83851.

WHEREAS, Grantor is the qualified Special Administrator of said estate, filed as Case No. SP99-00027, in Benewah County, Idaho;

THEREFORE, for valuable consideration received, Grantor grants, transfers, and conveys to Grantee the following described real property in Benewah County, Idaho:

See Attached Exhibit A which is attached hereto and incorporated herein:

with all appurtenances.

EXECUTED this 20th day of September, 2001.



Laurence J. Leahy
Laurence J. Leahy, Special Administrator
Of the Estate of Billie Louise Johnson,
Deceased.

STATE OF IDAHO)
 : ss
County of Benewah)

On this 20 day of September, 2001, before me the undersigned Notary Public, in and for said state, personally appeared Laurence J. Leahy, known or identified to me to

5-8210

be the person whose name is subscribed to the within instrument, as Special Administrator of the Estate of Billie Louise Johnson, Deceased, and acknowledged to me that he executed the same as such Special Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Richard M. Shuler

Notary Public in and for Idaho
Residing at: St. Maries
Commission Expires: 7-15-2003

224382

RECEIVED
BENEMISE COUNTY

2001 SEP 20 PM 4:05

1200

KAY SATHER, CLERK

Barbara Ragan - Deputy
So: Land Title

EXHIBIT A**Parcel 1**

Government Lots 1 and 2, and the East Half of the Northeast Quarter of Section 18, Township 45 North, Range 3 West of the Boise Meridian, Benewah County, Idaho.

EXCEPTING THEREFROM:

A parcel of land in Government Lot 1 and the Northeast Quarter Section 18, Township 45 North, Range 3 West, Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at a point on the North section line 894.96' West from the common corner of Sections 7, 8, 17, 18, being corner #1, thence West a distance of 733.92' to a point on the North section line and corner #2,
 thence South 0°05' East, a distance of 454.74', to corner #3,
 thence North 69°00' East, a distance of 293.7', to point #4, being South 0°05' East, a distance of 337.26', from the West 1/16th corner,
 thence North 64°19' East, a distance of 270.6, to corner #5,
 thence North 40°09' East, a distance of 277.86', to Place of Beginning.

ALSO EXCEPTING THEREFROM:

A parcel of land in the Northeast Quarter of the Northeast Quarter in Section 18, Township 45 North, Range 3 West, Boise Meridian, Benewah County, Idaho, described as follows:

Beginning at the common section corner of Sections 7, 8, 17 and 18, Township 45 North, Range 3 West of the Boise Meridian,
 thence South 0°05' East, a distance of 1029.9', to a point on the East line of the Northeast Quarter of the Northeast Quarter of Section 18,
 thence North 29°50' West, a distance of 473.9', to a point,
 thence North 16°30' West, a distance of 197.5', to a point,
 thence North 0°33' West, a distance of 142.6', to a point,
 thence North 21°45' West, a distance of 310.9', to the North line of the Northeast Quarter of the Northeast Quarter,
 thence East, a distance of 396', along said North line to the common section corner of 7, 8, 17, and 18, the Place of Beginning.

EXHIBIT A**ALSO EXCEPTING THEREFROM:**

A piece of ground in the Northeast Quarter of the Northeast Quarter of Section 18, Township 45 North, Range 3 West of the Boise Meridian, Benewah County, Idaho, bounded and described as follows:

Bounded on the West and South by the Bene-Tekoa road running across the Northeast corner of said forty and bounded on the North by the Benewah Creek, and bounded on the East by the East line of said forty running North and South.

Parcel 2

The West 330 feet of Government Lot 3 (NW1/4SW1/4) and the North 660 feet of the West 330 feet of Government Lot 4 (SW1/4SW1/4), Section 18, Township 45 North, Range 3 West, Boise Meridian, Benewah County, Idaho.

SE1/4NE1/4, except that part lying West of the County Road;
NE1/4SE1/4, except that part lying West of the County Road;
N1/2SW1/4SE1/4, except that part lying West of the County Road;
the South 660 feet of the West 330 feet of SW1/4SE1/4; and
the North 330 feet of the SE1/4SE1/4,
Section 13, Township 45 North, Range 4 West of the Boise Meridian,
Benewah County, Idaho.

Parcel 3

The Southwest Quarter of the Northwest Quarter (SW1/4NW1/4),
Section 24, Township 45 North, Range 4 West of the Boise Meridian,
Benewah County, Idaho.]

Excepting those portions deeded to Benewah County in Warranty Deed dated October 2, 1978 and recorded October 6, 1978 in Book 100 on page 6641 as Instrument No. 143082, records of Benewah County, Idaho.

Has been corrected

BF 7551

205926

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 30TH day of April, 2002, by the Kootenai Tribe of Idaho (Grantor or Tribe), in favor of the United States of America, acting by and through the Department of Energy, Bonneville Power Administration, based in Portland, Oregon (Grantee or BPA).

I. RECITALS

- A. The Grantor is the fee simple owner of real property (Albeni Falls Wildlife Mitigation Lands) in Northern Idaho described in Exhibit A, attached to this deed and incorporated by reference.
- B. The Bonneville Power Administration (BPA) is a power-marketing agency within the United States Department of Energy. The Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (Act) directs BPA to protect, mitigate, and enhance fish and wildlife affected by the development and operation of Federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Act, the program adopted by the Pacific Northwest Electric Power and Conservation Planning Council (Council) under subsection 4(h) of the Act, and other environmental laws. BPA has the authority pursuant the Act, 16 U.S.C. §§ 839b(h) and 839f(a), the Federal Columbia River Transmission System Act, 16 U.S.C. § 838i(b), or the Bonneville Project Act, 16 U.S.C. § 832a to acquire real estate or to assist in the acquisition and transfer of real property interests.
- C. Albeni Falls Wildlife Mitigation Lands are generally located in Northern Idaho and provide habitat for fish and wildlife species affected by the construction and operation of the Federal Columbia River Power System. This Conservation Easement is created for the purpose of retaining and protecting the natural values of Albeni Falls Wildlife Mitigation Lands by protecting their natural resources, maintaining or enhancing air or water quality, and preserving their underlying archaeological or cultural aspects.
- D. The Tribe and BPA have entered into an agreement governing the acquisition and use of Albeni Falls Wildlife Mitigation Lands. The Albeni Falls Wildlife Mitigation Project Memorandum of Agreement, dated 04/2/02, (MOA) is incorporated into this agreement and is on file with BPA Manager, Real Property Services, 7500 NE 41ST St., Vancouver, WA 98662, P.O. Box 61409, Vancouver, WA 98666-1409. The Tribe intends to convey to BPA the right to preserve and protect the attributes of Albeni Falls Wildlife Mitigation Lands, listed in subsection C above, in perpetuity.

6-18-02 JMR

II. CONVEYANCE AND CONSIDERATION

For and in consideration of the funding BPA provided to the Tribe to acquire Albeni Falls Wildlife Mitigation Lands, the Tribe hereby voluntarily grants and conveys to the United States of America a Conservation Easement over Albeni Falls Wildlife Mitigation Lands in perpetuity.

III. PURPOSE

It is the purpose of this Conservation Easement to retain the conservation values of Albeni Falls Wildlife Mitigation Lands by protecting natural resources, maintaining or enhancing air or water quality, and preserving its underlying archaeological or cultural aspects in perpetuity, and preventing any use of Project lands that will impair or interfere with the conservation values of these areas. The MOA describes what in this Conservation Easement are called the conservation values, which include: resident fish and wildlife and their habitats including the riparian and upland habitats that affect in-stream habitat, historical and cultural resources, and water quality including temperature, sediment load, and flow levels. The Tribe intends that this Conservation Easement will confine the use of Albeni Falls Wildlife Mitigation Lands to such activities as are consistent with this purpose. BPA shall have the right, but not the obligation, to enforce any and all terms of this Conservation Easement.

IV. RIGHTS CONVEYED TO GRANTEE

A. To accomplish the purpose of this Conservation Easement, the Tribe conveys the following rights to BPA. BPA has the right to:

- Access Albeni Falls Wildlife Mitigation Lands at all reasonable times.
- To inspect Albeni Falls Wildlife Mitigation Lands to assure compliance with this Conservation Easement.
- To prevent any activity on Albeni Falls Wildlife Mitigation Lands inconsistent with this Conservation Easement, the MOA, or any property management plan developed and adopted by the parties under the MOA, and to require the restoration of areas or features of Project Lands that are damaged by any inconsistent use.
- To ensure the Tribe does not convey Albeni Falls Wildlife Mitigation Lands without BPA's written consent.

B. Under the MOA the Tribe is obligated to develop a Property Management Plan for Albeni Falls Wildlife Mitigation Lands, and BPA has the right to approve that plan. Once the plan is completed and approved, the parties may record a copy with the appropriate County Clerk and substitute the restrictions in the plan for those in Subsection IV(A) above.

V. PROHIBITED USES

The Tribe shall not take or allow any activity on or use of Albeni Falls Wildlife Mitigation Lands inconsistent with the purpose of this Conservation Easement or the MOA. The Tribe agrees not to engage in or permit any such activity or use, and to prohibit all inconsistent or incompatible activities on the Project, including but not limited to, the following:

- Grazing of domestic livestock and feral horses and cattle on the property unless used as a method to manage the properties for wildlife as outlined in the Property Management Plan, and provided such usage does not negatively impact fish or wildlife habitat;
- Timber harvesting, or the removal of other shrubbery or vegetation except such harvesting as is identified in the Property Management Plan for the purpose of improving the Property as fish or wildlife habitat, or as is necessary for proper fire management, or as is necessary for protection of person or property;
- All residential, commercial, or industrial uses of the properties, except as permitted in the Property Management Plan;
- Erecting of any building, billboard, or sign except as approved in the Management Plan;
- Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material except as allowed under applicable federal, state, and local laws, at locations approved of in the Management Plan;
- Excavating, dredging, or removing of loam, gravel, soil, rock, minerals, sand, hydrocarbons, or other materials, except as permitted in the Management Plan;
- Otherwise altering the general topography of the Property, including but not limited to building of roads and flood control work, except for work related to restoration or enhancement projects identified in the Management Plan;
- Granting any easement, for any purpose (without the written consent of Grantee), over properties acquired or managed pursuant to this agreement; and
- Any other use that the Tribe and BPA together determine negatively impacts fish or wildlife habitat.

VI. PERMITTED USES

The Tribe reserves, for itself and its heirs, successors, and assigns, the right to pursue activities on or use of Albeni Falls Wildlife Mitigation Lands which are consistent with the purposes of this Conservation Easement and the MOA and which are not otherwise prohibited.

VII. ADMINISTRATIVE MATTERS

The provisions of the MOA shall govern the administration of this Conservation Easement. By way of example, but not of limitation, such administration includes notice, dispute resolution, hold harmless and indemnification, remedies, and waivers of sovereign immunity.

VIII. SIGNATURE AND ACKNOWLEDGMENTS

To have and to hold the easement herein granted unto BPA and its successors and assigns, forever.

IN WITNESS WHEREOF, the Tribe has executed this instrument this 30th day of April, 2002.

KOOTENAI TRIBE OF IDAHO

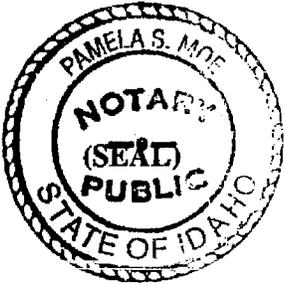
By: Gary Aitken Sr.
Gary Aitken, Sr.
Chairman of the Tribal Council

Acknowledgment

State of Idaho)
) ss
County Boundary)

On this 30TH day of April, 2002, before me
personally appeared Gary Aitken, Sr.
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 of the Tribal Council

who 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.



Pamela S. Moe
Notary Public in and for the
State of Idaho
Residing at Naples
My commission expires 10/20/02

EXHIBIT - A

205926

1st Amended

ATTACHED LEGAL DESCRIPTION

Order No.: BF7551

Parcel A:

The East Half of the Southeast Quarter of the Southwest Quarter of Section 32, Township 63 North Range 3 East, Boise Meridian, Boundary County, Idaho.

Parcel B:

The West Half of Lot 2, Section 32, Township 63 North, Range 3 East, Boise Meridian, Boundary County, Idaho.

Parcel C:

The West Half of the East Half of the Southwest Quarter of Section 32, Township 63 North, Range 3 East, Boise Meridian, Boundary County, Idaho, less rights of way.

Parcel D:

The South Half of the Northwest Quarter of the Southwest Quarter, Section 32, Township 63 North, Range 3 East, Boise Meridian, Boundary County, Idaho.

STATE OF IDAHO }
County of Boundary } ss

Filed for record at the request of 1st American Title
on 5-6-02 at 2:10

Diane M. Cartwright
County Recorder

C. Petersen
By Deputy

Fee \$ 18.00 chg

Mail to FATCO

BF7551

SPECIAL WARRANTY DEED

205925

For Value Received The Nature Conservancy, a District of Columbia non-profit Corporation

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Kootenai Tribe of Idaho

whose address is: PO Box 1269, Bonners Ferry, ID 83805

Hereinafter called the Grantee, the following described premises situated in Boundary County, Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, or readily apparent upon inspection of said premises, and payment of accruing present year taxes and assessments.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises. The Grantor warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor, except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee and any lien or encumbrance revived or placed on said premises by, through or under the Grantee, Grantee's heirs and assigns.

Dated: April 29, 2002

The Nature Conservancy

By: [Signature]

Its: Idaho State Director

STATE OF IDAHO County of Boundary } ss.

Filed for record at the request of St American Title on 4-10-02 at 310

Diane M. Cartwright County Recorder C. Petersen By Deputy

Fee \$ 6.00 chg Mail to FATCO

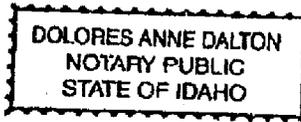
STATE OF Idaho

COUNTY OF Blaine

)ss.

On this 29th day of April, 2002, before me Dolores Anne Dalton, personally appeared Geoff Pampush, known or identified to me, to be the Idaho State Director, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Dolores Anne Dalton Notary Public of Idaho Residing at: Blaine County, Commission Expires: November 10, 2005



BF7551

205925

ATTACHED LEGAL DESCRIPTION

Parcel A:

The East Half of the Southeast Quarter of the Southwest Quarter of Section 32, Township 63 North Range 3 East, Boise Meridian, Boundary County, Idaho.

Parcel B:

The West Half of Lot 2, Section 32, Township 63 North, Range 3 East, Boise Meridian, Boundary County, Idaho.

Parcel C:

The West Half of the East Half of the Southwest Quarter of Section 32, Township 63 North, Range 3 East, Boise Meridian, Boundary County, Idaho, less rights of way.

Parcel D:

The South Half of the Northwest Quarter of the Southwest Quarter, Section 32, Township 63 North, Range 3 East, Boise Meridian, Boundary County, Idaho.



124 21245

AFTER RECORDING, RETURN TO
Bonneville Power Administration
~~TR-TPP-4~~ 2410 E. Hawthorne Road
~~P.O. BOX 61409~~ Mead, WA 99021
~~VANCOUVER, WA 98666-1409~~ ATTN: Mari Rosales (TRF/bell-1)

Legal description: A portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ &
NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 18 North,
Range 20 East, W.M., Kittitas County,
Washington, as described in Exhibits A & B.
(Affects Assessor's Parcel Nos. 18-20-06000-0008
& 18-20-06000-0009)

Real Estate Excise Tax
Exempt
Kittitas County Treasurer
By K. Hill
APP # 15152
06-17-02

Tract No. AUC-7-A-3
V-MV-28-A-39

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
CONTRACT AND GRANT OF EASEMENT
Transmission Line and Danger Trees

THIS AGREEMENT, made this 20th day of May, 2002, between
NANCY JASWAY ARQUETTE, LUCINDA BILL, MATILDA T. ALLEN, MAY T. LEWIS, RICHARD
THOMPSON, WOODROW BILL, BARBARA ISADORE, PERRY ISADORE, WILMA BILL BUCK,
CARL BILL, NANETTE ROBINSON, BESSIE BILL, GAILEEN BILL, DONALD ISADORE JR.,
GASTON BILL, IVAN ISADORE, VALETTA BILL, LESLIE BILL, and TOMMY ELI, the Grantor,
whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power
Administration, hereinafter referred to as 'BPA', pursuant to the Bonneville Project Act, approved August
20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River
Transmission System Act, approved 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 FOUR THOUSAND FOUR
HUNDRED DOLLARS (\$104,400.00) and the provisions contained in this agreement, hereby grants and
conveys to the BPA, a perpetual easement and right-of-way for electric power transmission purposes in,
upon, over, and under the following-described land, to wit:

9-26-04
JMK



20020617A

Page: of 29

08/17/2002 01:05P

EAS 47.00

24

21245

As described in Exhibits A and B, attached hereto and by this reference made a part hereof.

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, together with the present and future right to clear the right-of-way and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than 10 feet in height. All such trees, brush, vegetation, structures, and fire hazards presently on the right-of-way shall become the property of the BPA on the date of acceptance hereof and may be disposed of by the BPA in any manner it deems suitable.

The Grantor also hereby grants and conveys to the BPA the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "danger trees" located on Grantor's land adjacent to said right-of-way. A danger tree is any growing or dead tree, or snag, whether stable or unstable, which the BPA at any time determines could within a five-year period fall, bend or swing against the transmission or communications lines or equipment or within electrical arcing distance of said lines, or which the BPA determines could interfere with the construction or maintenance of said lines and equipment.

The Grantor covenants to and with the BPA and its assigns that the title to all brush and timber cut or hereinafter growing within said parcel of land and also all danger trees identified or cut from Grantor's land adjacent to said right-of-way is and shall be vested in the BPA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any said rights. At the BPAs' election title to danger trees may revert to the Grantor.

The rights granted herein are subject to easements of record and mineral rights of third parties. BPA will not interfere with the operation and maintenance of the NW Pipeline easement, which currently resides in a portion of the proposed BPA easement area.

In addition to the consideration recited herein, the BPA shall repair or make compensation for damage to agricultural crops, and to the BPAs' permitted fences, irrigation and drainage systems within the easement area. The BPA shall repair or make compensation only for damage caused by the BPA and which results from and during construction, reconstruction, removal, or maintenance activities within the easement area. Payment for such damage shall be made on the basis of a damage estimate approved by the BPA. Except as explicitly stated herein, the BPA shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act 62 Stat. 982, as amended.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the BPA and to obtain such curative documents as may be requested by the BPA. The BPA 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 BPA 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 BPA.

This Contract & Grant of Easement is being acquired under 25CFR Sections 169.5, 169.20, and 169.27 in effect as of the date of this document, attached hereto and by this reference made a part of. Approval by the Secretary, or his designee, constitutes an acknowledgement that the BPA is a Federal agency and a waiver for the BPA from any requirements within the above Code of Federal Regulations that Federal agencies are so prohibited by law from executing.

This Contract and Grant of Easement cancels and supercedes the Easement for tract V-MV-39 granted and approved on October 16, 1964 for a fifty-year term in accordance with the provisions of the Act of February 5, 1948 (62 Stat. 17).

Nancy Jasway Arquette
Nancy Jasway Arquette

Bessie Bill
Bessie Bill

Lucinda Bill
Lucinda Bill

Gaileen Bill
Gaileen Bill

Matilda T. Allen
Matilda T. Allen

Donald Isadore, Jr.
Donald Isadore, Jr.

May T. Lewis
May T. Lewis

Gaston Bill
Gaston Bill

Richard Thompson
Richard Thompson

Ivan Isadore
Ivan Isadore

Woodrow Bill
Woodrow Bill

Valetta Bill
Valetta Bill

Barbara Isadore
Barbara Isadore

Leslie Bill
Leslie Bill

Perry Isadore
Perry Isadore

Nanette Robinson
Nanette Robinson

Wilma Bill Buck
Wilma Bill Buck

Tommy Eli
Tommy Eli

Carl Bill
Carl Bill



20000170030
Page: 4 of 29
06/17/2002 01:05P
EAS 47.80

Kittitas Co Auditor USA-BPA

Accepted for the:
UNITED STATES:
DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION:

Maria Rosales

Title: Realty Specialist

Date: 5-29-02

The within deed is hereby approved:

[Signature] 6/13/02
Title: _____

RECEIVED
B.P.A. - NWRO
LAND TITLES & RECORDS
2002 JUN 28 PM 1:25

Tract Nos AUC-7-A-3
V-MV-28-A-39

BPA OCTOBER 2001

124 21245



U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

State of Washington Kittitas County

On this 29th day of May, 2002, before me personally appeared Nancy Tasway Arquette, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.



Reuben Bending Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002

On this 29th day of May, 2002, before me personally appeared Bessie L. Bill, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

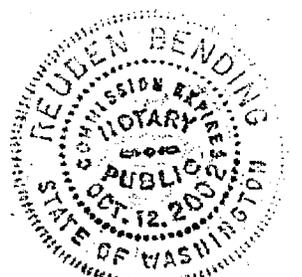


Reuben Bending Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002

On this 29th day of May, 2002, before me personally appeared Lucinda Bill, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.



Reuben Bending Notary Public in and for the State of Washington

Residing at Toppenish WA

My commission expires October 12, 2002



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

State of Washington
Kittitas County

On this 29th day of May, 2002, before me personally appeared Gailcen Bill, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Ranba Bendig
Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002



On this 29th day of May, 2002, before me personally appeared Matilda T. Allen, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Ranba Bendig
Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002

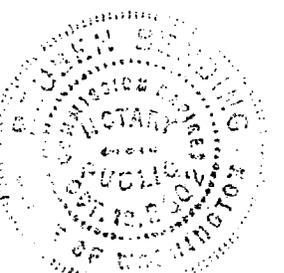


On this 29th day of May, 2002, before me personally appeared May T. Lewis, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) subscribed to the within instrument and who acknowledged to me that (he / she) executed the same as (his / her) voluntary act and deed for the uses and purposes therein mentioned.

Ranba Bendig
Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

State of Washington
Kittitas County

On this 29th day of May, 2002, before me personally appeared Richard Thompson, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Reula Bendis
Notary Public in and for the State of Washington

Residing at Toppenish WA

My commission expires October 12, 2002



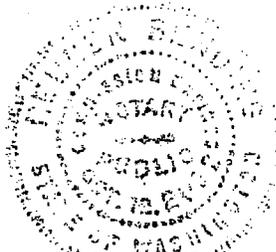
State of Washington
Kittitas County

On this 29th day of May, 2002, before me personally appeared Gaston J. Bill, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Reula Bendis
Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002



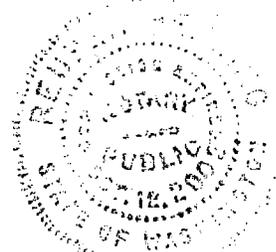
State of Washington
Kittitas County

On this 29th day of May, 2002, before me personally appeared Tommy Eli, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Reula Bendis
Notary Public in and for the State of Washington

Residing at Toppenish, WA

My commission expires October 12, 2002



BPA OCTOBER 2001

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

State of Washington
Kittitas County

On this 29th day of May, 2002, before me personally appeared Mari Rosales, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Ramba Bandy
Notary Public in and for the State of Washington

Residing at Topeka WA

My commission expires October 12, 2002

State of Washington
Kittitas County

On this 13 day of June, 2002, before me personally appeared Clarence Holbeck, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Ramba Bandy
Notary Public in and for the State of Washington

Residing at Topeka, WA

My commission expires October 12, 2002

State of Washington
Kittitas County

On this _____ day of _____, 2002, before me personally appeared _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name (he / she) 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.

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

EXHIBIT A

V-MV-39

A strip of land 275 feet in width, over and across the SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 18 North, Range 20 East of the Willamette Meridian, Kittitas County, Washington. The boundaries of said strip are 75 feet distant northerly from, 200 feet distant southerly from, and parallel with the survey line for the Vantage to Maple Valley No. 1 transmission line as now located and staked on the ground, over, across, upon, or adjacent to the above described property. Said survey line is particularly described as:

Beginning at a point in the east line of said Section 6, N.00°49'30"W. a distance of 750.6 feet from the southeast corner of said section, which point is designated as survey station 1529+83.0; thence N.57°22'10"W. a distance of 3476.7 feet to a point in the east-west quarter section line of said Section 6, being S.88°30'50"E. a distance of 2320.1 feet from the quarter-section corner in the west line of said section, which point is designated as survey station 1564+59.7.

Subject to the rights of the public in and to a Kittitas County Road known as Cooke Canyon Road.

BPA Tract V-MV-28-A-39 contains 15.6 acres, more or less.

EXHIBIT B

AUC-7-A-3

A 200 foot right-of-way over and across the NE1/4SW1/4 and the N1/2SE1/4 of Section 6, Township 18 North, Range 20 East, of the Willamette Meridian, Kittitas County, State of Washington, for the Bonneville Power Administration (BPA) Schultz-Wautoma transmission line. The boundary lines of said 200 foot wide right-of-way lie 75 feet distant northerly from and 125 feet distant southerly from and parallel with the survey centerline as monumented on the ground for the BPA Schultz-Wautoma Transmission Line. The southerly boundary is contiguous to the existing northerly right-of-way boundary of the BPA Vantage-Raver No. 1 Transmission Line. The survey centerline is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows:

Beginning at survey station 1593+51.2 on the west boundary of Section 6, Township 18 North, Range 20 East, of the Willamette Meridian, Kittitas County, Washington, which point lies S.00°10'40"E, a distance of 1034.3 feet from a found 3-1/4 inch Aluminum cap marking the northwest corner of said Section 6; thence S.57°21'59"E, a distance of 6232.3 feet to survey station 1531+18.9 on the east boundary of said Section, which point lies N.00°54'37"W, a distance of 990.5 feet from a found 2 1/2 inch Aluminum cap marking the section corner common to Sections 5, 6, 7 and 8, Township 16 North, Range 23 East, of the Willamette Meridian, Kittitas County, Washington.

BPA Tract AUC-7-A-3 contains 11.5 acres, more or less.

BPA 3 1/4 inch Aluminum capped monuments are set at survey stations 1593+48.7, 1581+57.0, 1569+39.7, 1561+35.3, 1543+03.5 and 1530+89.0.

AUC-7-A-3

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Page: 10 of 29
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[Code of Federal Regulations]
[Title 25, Volume 1]
[Revised as of April 1, 2001]
From the U.S. Government Printing Office via GPO Access
[CITE: 25CFR169.5]

[Page 555-556]

TITLE 25--INDIANS

CHAPTER I--BUREAU OF INDIAN AFFAIRS, DEPARTMENT OF THE INTERIOR

PART 169--RIGHTS-OF-WAY OVER INDIAN LANDS--Table of Contents

Sec. 169.5 Application for right-of-way.

Written application identifying the specific use requested shall be filed in duplicate with the Secretary. The application shall cite the statute or statutes under which it is filed and the width and length of the desired right-of-way, and shall be accompanied by satisfactory evidence of the good faith and financial responsibility of the applicant. An application filed by a corporation must be accompanied by a copy of its charter or articles of incorporation duly certified by the proper State official of the State where the corporation was organized, and a certified copy of the resolution or bylaws of the corporation authorizing the filing of the application. When the land covered by the application is located in a State other than that in which the applicant was incorporated, it must also submit a certificate of the proper State official that the applicant is authorized to do business in the State where the land is located. An application filed by an unincorporated partnership or association must be accompanied by a certified copy of the articles of partnership or association, or if there be none, this fact must be stated over the signature of each member of the partnership or association. If the applicant has previously filed with the Secretary an application accompanied by the evidence required by this section, a reference to the date and place of such filing will be sufficient. Except as otherwise provided in this section, the application shall be accompanied by a duly executed stipulation, in duplicate, expressly agreeing to the following:

(a) To construct and maintain the right-of-way in a workmanlike manner.

(b) To pay promptly all damages and compensation, in addition to the deposit made pursuant to Sec. 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction and maintenance of the right-of-way.

(c) To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, his employees, contractors and their employees, or subcontractors and their employees.

(d) To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right-of-way was granted.

(e) To clear and keep clear the lands within the right-of-way to the extent compatible with the purpose of the right-of-way; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project.

(f) To take soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way.

(g) To do everything reasonably within its power to prevent and suppress fires on or near the lands to be occupied under the right-of-way.



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Page: 12 of 29
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(h) To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.

[[Page 556]]

(i) That upon revocation or termination of the right-of-way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.

(j) To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.

(k) That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right-of-way is granted.

When the applicant is the U.S. Government or a State Government or an instrumentality thereof and is prohibited by law from executing any of the above stipulations, the Secretary may waive the requirement that the applicant agree to any stipulations so prohibited.

[33 FR 19803, Dec. 27, 1968, as amended at 45 FR 45910, July 8, 1980. Redesignated at 47 FR 13327, Mar. 30, 1982]

124 21245

[Code of Federal Regulations]
[Title 25, Volume 1]
[Revised as of April 1, 2001]
From the U.S. Government Printing Office via GPO Access
[CITE: 25CFR169.20]

[Page 559]

TITLE 25--INDIANS

CHAPTER I--BUREAU OF INDIAN AFFAIRS, DEPARTMENT OF THE INTERIOR

PART 169--RIGHTS-OF-WAY OVER INDIAN LANDS--Table of Contents

Sec. 169.20 Termination of right-of-way grants.

All rights-of-way granted under the regulations in this part may be terminated in whole or in part upon 30 days written notice from the Secretary mailed to the grantee at its latest address furnished in accordance with Sec. 169.5(j) for any of the following causes:

- (a) Failure to comply with any term or condition of the grant or the applicable regulations;
- (b) A nonuse of the right-of-way for a consecutive 2-year period for the purpose for which it was granted;
- (c) An abandonment of the right-of-way.

If within the 30-day notice period the grantee fails to correct the basis for termination, the Secretary shall issue an appropriate instrument terminating the right-of-way. Such instrument shall be transmitted by the Secretary to the office of record mentioned in Sec. 169.15 for recording and filing.

[33 FR 19803, Dec. 27, 1968, as amended at 45 FR 45910, July 8, 1980.
Redesignated at 47 FR 13327, Mar. 30, 1982]



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Page: 14 of 20
05/17/2002 01:03P
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[Code of Federal Regulations]
[Title 25, Volume 1]
[Revised as of April 1, 2001]
From the U.S. Government Printing Office via GPO Access
[CITE: 25CFR169.27]

[Page 562-565]

TITLE 25--INDIANS

CHAPTER I--BUREAU OF INDIAN AFFAIRS, DEPARTMENT OF THE INTERIOR

PART 169--RIGHTS-OF-WAY OVER INDIAN LANDS--Table of Contents

Sec. 169.27 Power projects.

(a) The Act of March 4, 1911 (36 Stat. 1253), as amended by the Act of May 27, 1952 (66 Stat. 95; 43 U.S.C. 961), authorizes right-of-way grants across tribal,

[[Page 563]]

individually owned and Government-owned land for electrical poles and lines for the transmission and distribution of electrical power. Rights-of-way granted under that act shall be subject to the provisions of this section as well as other pertinent sections of this part 169. Except when otherwise determined by the Secretary, rights-of-way granted for such purposes under the Act of February 5, 1948 (62 Stat. 17; 25 U.S.C. 323--328) shall also be subject to the provisions of this section.

(b) All applications, other than those made by power-marketing agencies of the Department of the Interior, for authority to survey, locate, or commence construction work on any project for the generation of electric power, or the transmission or distribution of electrical power of 66 kV or higher involving Government-owned lands shall be referred to the Office of the Assistant Secretary of the Interior for Water and Power Resources or such other agency as may be designated for the area involved, for consideration of the relationship of the proposed project to the power development program of the United States. Where the proposed project will not conflict with the program of the United States, the Secretary, upon notification to the effect, may then proceed to act upon the application. In the case of necessary changes respecting the proposed location, construction, or utilization of the project in order to eliminate conflicts with the power development program of the United States, the Secretary shall obtain from the applicant written consent to or compliance with such requirements before taking further action on the application.

(c) A right-of-way granted under the said Act of March 4, 1911, as amended, shall be limited to a term not exceeding 50 years from the date of the issuance of such grant.

(d) Rights-of-way for power lines shall be limited to those widths which can be justified and in no event shall exceed a width of 200 feet on each side of the centerline.

(e) The applicant shall make provision, or bear the reasonable cost (as may be determined by the Secretary) of making provision, for avoiding inductive interference between any project transmission line or other project works constructed, operated, or maintained by it on the right-of-way authorized under the grant and any radio installation, telephone line, or other communication facilities now or hereafter constructed and operated by the United States or any agency thereof. This provision shall not relieve the applicant from any responsibility or requirement which may be imposed by other lawful authority for avoiding or eliminating inductive interference.

(f) An applicant for a right-of-way for a transmission line across

Government-owned lands having a voltage of 66 kV or more must, in addition to the stipulation required by Sec. 169.5, execute and file with its application a stipulation agreeing to accept the right-of-way grant subject to the following conditions:

(1) The applicant agrees that, in the event it becomes necessary for the United States to acquire the applicant's transmission line or facilities constructed on or across such right-of-way, the United States reserves the right to acquire such line or facilities at a sum to be determined upon by a representative of the applicant, a representative of the Secretary of the Interior, and a third representative to be selected by the other two for the purpose of determining the value of such property thus to be acquired by the United States.

(2) To allow the Department of the Interior to utilize for the transmission of electrical power any surplus capacity of the line in excess of the capacity needed by the holder of the grant for the transmission of electrical power in connection with the applicant's operations, or to increase the capacity of the line at the Department's expense and to utilize the increased capacity for the transmission of electrical power. Utilization by the Department of surplus or increased capacity shall be subject to the following terms and conditions:

(i) When the Department desires to utilize surplus capacity thought to exist in a line, notification will be given to the applicant and the applicant shall furnish to the Department within 30 days a certificate stating

[[Page 564]]

whether the line has any surplus capacity not needed by the applicant for the transmission of electrical power in connection with the applicant's operations, and, if so, the extent of such surplus capacity.

(ii) In order to utilize any surplus capacity certified by the applicant to be available, or any increased capacity provided by the Department at its own expense, the Department may interconnect its transmission facilities with the applicant's line in a manner conformable to approved standards of practice for the interconnection of transmission circuits.

(iii) The expense of interconnection will be borne by the Department, and the Department will at all times provide and maintain adequate switching, relaying, and protective equipment so as to insure that the normal and efficient operation of the applicant's line will not be impaired.

(iv) After any interconnection is completed, the applicant shall operate and maintain its line in good condition; and, except in emergencies, shall maintain in a closed position all connections under the applicant's control between the applicant's line and the interconnecting facilities provided by the Department.

(v) The interconnected power systems of the Department and the applicant will be operated in parallel.

(vi) The transmission of electrical power by the Department over the applicant's line will be effected in such manner and quantity as will not interfere unreasonably with the applicant's use and operation of the line in accordance with the applicant's normal operating standards, except that the Department shall have the exclusive right to utilize any increased capacity of the line which has been provided at the Department's expense.

(vii) The applicant will not be obligated to allow the transmission over its line by the Department of electrical power to any person receiving service from the applicant on the date of the filing of the application for a grant, other than persons entitled to statutory preference in connection with the distribution and sale of electrical power by the Department.

(viii) The Department will pay to the applicant an equitable share of the total monthly cost of maintaining and operating the part of the applicant's line utilized by the Department for the transmission of



electrical power, the payment to be an amount in dollars representing the same proportion of the total monthly operation and maintenance cost of such part of the line as the maximum amount in kilowatts of the power transmitted on a scheduled basis by the Department over the applicant's line during the month bears to the total capacity in kilowatts of that part of the line. The total monthly cost may include interest and amortization, in accordance with the system of accounts prescribed by the Federal Power Commission, on the applicant's net total investment (exclusive of any investment by the Department) in the part of the line utilized by the Department.

(ix) If, at any time subsequent to a certification by the applicant that surplus capacity is available for utilization by the Department, the applicant needs for the transmission of electrical power in connection with its operations the whole or any part of the capacity of the line theretofore certified as being surplus to its needs, the applicant may modify or revoke the previous certification by giving the Secretary of the Interior 30 months' notice, in advance, of the applicant's intention in this respect. After the revocation of a certificate, the Department's utilization of the particular line will be limited to the increased capacity, if any, provided by the Department at its expense.

(x) If, during the existence of the grant, the applicant desires reciprocal accommodations for the transmission of electrical power over the interconnecting system of the Department to its line, such reciprocal accommodations will be accorded under terms and conditions similar to those prescribed in this paragraph with respect to the transmission by the Department of electrical power over the applicant's line.

(xi) The terms and conditions prescribed in this paragraph may be modified at any time by means of a supplemental agreement negotiated between

[[Page 565]]

the applicant and the Secretary of the Interior or his designee.
(g) Applicants may apply for additional lands for generating plants and appurtenant facilities. The lands desired for such purposes may be indicated on the maps showing the definite location of the right-of-way, but separate maps must be filed therefor. Such maps shall show enough of the line of route to indicate the position of the tract with respect to said line. The tract shall be located with respect to the public survey as provided in Sec. 169.8, and all buildings or other structures shall be platted on a scale sufficiently large to show clearly their dimensions and relative positions.

[33 FR 19803, Dec. 27, 1968, as amended at 38 FR 14680, June 4, 1973. Redesignated at 47 FR 13327, Mar. 30, 1982]

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

LETTER OF AGREEMENT

The Bonneville Power Administration (BPA) and the Yakama Nation Bureau of Indian Affairs (BIA) agree to the following in regards to Allotment S18811:

BPA agrees to disburse payment directly to the Allotees based on information provided by the BIA.

The BIA agrees to provide to BPA a payout voucher, which will include the name, address, and amount due each Allotee. This payout voucher will be provided within three (3) business days of concurrence by the Yakama Nation BIA Superintendent of the Contract and Grant of Easement for tracts AUC-7-A-3 and V-MV-28-A-39.

Payment will be made, by BPA, within three (3) business days after the Contract and Grant of Easement has been recorded.

Accepted for:

UNITED STATES
DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMIN.

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
YAKAMA NATION

Mari Rosales
Printed Name: Mari Rosales
Title: Realty Specialist

Reuben Bending
Printed Name: Reuben Bending
Title: Realty Administrator

5-29-02
Date

5/29/02
Date

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

LETTER OF AGREEMENT

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Payment will be made, by BPA, within three (3) business days after the Contract and Grant of Easement has been recorded.

Accepted for:

UNITED STATES
DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMIN.

Mari Rosales
Printed Name: *Mari Rosales*
Title: *Realty Specialist*

5-29-02
Date

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS
YAKAMA NATION

Resben Bending
Printed Name: *Resben Bending*
Title: *Realty Admin. Specialist*

5-29-02
Date

Smiley, Debra L - KDP-4

From: Jacobson, Carol L - LC-7
Sent: Monday, April 19, 2004 1:22 PM
To: Smiley, Debra L - KDP-4
Cc: Margeson, Jacilyn R - LC-7
Subject: FW: Aleck FOIA request

Debbie,

Jaci says that the person she spoke with is an attorney, but is not with the BIA. He is with the Regional Solicitor's Office, which represents all the agencies within the Department of Interior (the BIA only being one of them). She does not think he would know the name of the FOIA person for BIA. When you have a chance, give me a call and I can show you what John turned over that can be released by BPA and what needs to be referred to BIA. Also, see draft document below referring portion of request to BIA. Thanks! Carol

-----Original Message-----

From: Jacobson, Carol L - LC-7
Sent: Monday, April 19, 2004 11:53 AM
To: Margeson, Jacilyn R - LC-7
Subject: Aleck FOIA request

Jaci,

I drafted a letter for the FOIA office to send to BIA (attached). I left the name/address blank because I do not know who the FOIA Officer at BIA is and couldn't find it on the web. It may be the same person for the entire DOI. Debbie Smiley in the FOIA Office can find out who to direct this to, unless the person you are dealing with at BIA happens to know. Also, I am going to suggest to John Cowger that he revise his response letter to inform the requester that we referred a portion of the request to BIA, per DOE regs. Thanks.



nelson_aleck_bia_F
OIA_transmit...



Department of Energy

Bonneville Power Administration
P.O. Box 491
Vancouver, Washington 98666-0491

TRANSMISSION BUSINESS LINE

April 15, 2004

In reply refer to: TR-TPP-4
FOIA Request No. 04-032

Mr. Thomas H. Nelson
Nelson Lovinger Norling Kauffman LLP
825 NE Multnomah, Suite 925
Portland, OR 97232

Dear Mr. Nelson:

This is a follow-up to our letter dated March 25, 2004, regarding your Freedom of Information Act (FOIA) request dated March 22, 2004, No. 04-032, requesting review of Bonneville Power Administration (BPA) transmission easements with Native Americans. As we believe BPA has fulfilled your request with the enclosed information, we are officially closing out FOIA Request No. 04-032.

Sincerely,

A handwritten signature in cursive script that reads "John R. Cowger".

John R. Cowger
Manager, Real Property Services



Department of Energy

Official File

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

CORPORATE

March 25, 2004

In reply refer to: KDP-4

Mr. Thomas H. Nelson
Nelson Lovinger Norling Kaufmann LLP
825 NE Multomah, Suite 925
Portland, OR 97232
(503) 230-8311

RE: FOIA Request #04-032

Dear Mr. Nelson:

Thank you for your letter of March 22, 2004, requesting information under the Freedom of Information Act. In your letter you request Bonneville Power Administration (BPA) provide you with copies of all easement and rights of way for transmission line purposes dated from January 1, 1998 to the present and for a period of greater than fifty (50) years between Native American ("American Indians") and BPA that purport to grant BPA the right to cross lands owned by the United States and held in trust for Native Americans.

Your request was received by our office on March 25, 2004 and has been logged in as FOIA #04-032. You have agreed to pay the \$200.00 processing fees estimated by BPA.

Ellen Camp, Realty Specialist, has been designated as Authorizing Official for your request. Ms. Camp has 20 working days, until April 22, 2004, to provide a response. Should you have any questions she may be reached at Mail Stop TRT-TPP-4 or by calling 360-619-6429.

Sincerely,

A handwritten signature in black ink that reads "Annie Eissler".

Annie Eissler
Freedom of Information Officer