

SC-11832
SC-12009
2-1-3000
2-5-1000

CONTRACT AND GRANT OF EASEMENT
(Access Road)

THIS AGREEMENT made this 23rd day of July, 1974, between LOWVIM FIRE CORPORATION,

(the Grantor), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832, (1970), and the Federal Columbia River Transmission System Act, Act of October 18, 1974, P.L. 93-464 88 Stat. 1376, 16 U.S.C. 838 (Supp IV).

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The Grantor, for and in consideration of the sum of TWO THOUSAND ONE HUNDRED FIFTY AND NO/100----- (\$ 2,150.00) and the provisions contained in this agreement, does hereby grant and convey to the United States of America and its assigns, a perpetual non-exclusive easement for a road purposes in, upon, and across the following described land, to wit: SEC No. 30 in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, as shown on Exhibit A attached hereto and by this reference made a part hereof; AND, the use and maintenance of a road approximately 20 feet in width over and across the lands of the undersigned in the NE 1/4 and the NE 1/4 of Section 10, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, as shown on Exhibit B attached hereto and by this reference made a part hereof,

for the following purposes, namely: the right to enter and locate, construct, use, maintain, repair and rebuild a road(s), together with cuts and fills as needed.

2. Above listed access road(s) may be used for access to and from any existing or future transmission lines belonging to the United States, which have been or may be constructed adjacent or nearly adjacent thereto.

3. Notice of acceptance of this instrument by the United States shall be given to the Grantor at his last known address within six months from the date hereof, or this offer shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exercise the rights granted herein.

4. The Grantor reserves the right to use the road(s) 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 road by the United States.

5. The United States shall repair damage to the road(s) caused by or arising out of its use thereof.

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

7. In addition to the consideration recited herein, the United States shall repair or compensate the Grantor for damage to agricultural crops, fences, and irrigation and drainage systems within the access road that occurs as a result of and during the construction, reconstruction, removal or maintenance of the transmission line(s). Payment for such damage shall be made on the basis of an appraisal approved by the United States.

8. The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States, and obtain such curative evidences of title as may be requested by the United States.

9. The United States shall pay all costs incidental to the preparation and recordation of this instrument, and for the procurement of the title evidence.

10. It is further understood and agreed by the Grantor that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

11. The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey the same; that the same is free and clear of encumbrances, except as herein provided; and the Grantor will forever warrant and defend the title to said easement and to quiet possession thereof against the lawful claims and demands of all persons whomsoever.

12. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, and the assigns of the United States.

13. Future expenditures to be made by the United States as provided herein are subject to the availability of funds therefor.

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

Wm. S. Seward - agent
Secretary Witness

Accepted for the
 UNITED STATES OF AMERICA
 By:

9/12/90
 (Date)

Paul W. Munro

LONGVIEW FIBRE CO.

Grantor

W. L. Robinson
 Grantor **W. L. ROBINSON**
 VICE PRESIDENT-MEMBER

Grantor

Grantor

STATE OF OREGON
 COUNTY OF Multnomah

SS.

On the *12* day of September, 19*90*, personally came before me, a notary public in and for said County and State, the within-named *Dennis L. Munro*, Acting Chief, Acquisition Branch, Division of Land, Bonneville Power Administration to me personally known to be the identical person described as an *agent* executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Dennis L. Munro
 Notary Public in and for the
 State of Oregon
 Residing at Milwaukie

My Commission expires: *9-3-94*

No. **7699**
TRANSACTION EXCISE TAX

SEP 12 1990

Amount Paid *AR3*

Skamania County Treasurer

By

91243

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STATE OF WASHINGTON)
)
 COUNTY of Cowlitz) ss.

On this 23rd day of July, 1920, before me personally appeared W. L. Robinson and R. G. McDermott, to me known to be the Vice President and Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

SEAL

Geo. G. Berke
 Notary Public in and for the
 State of Washington
 Residing at Kelso
 My commission expires 1-21-21

COUNTY OF COWLITZ

THAT THE WITHIN

NOTED BY THE CLERK OF THE COURT

Kamama Const. Co.

Attest

at 3:45 PM Sept 12 1920

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* Deeds

RECORDS OF THE COUNTY CLERK

G. P. Todd

D. Leach

NOTED BY
 CLERK OF THE COURT
 COMPLETED
 AT 10:00 PM

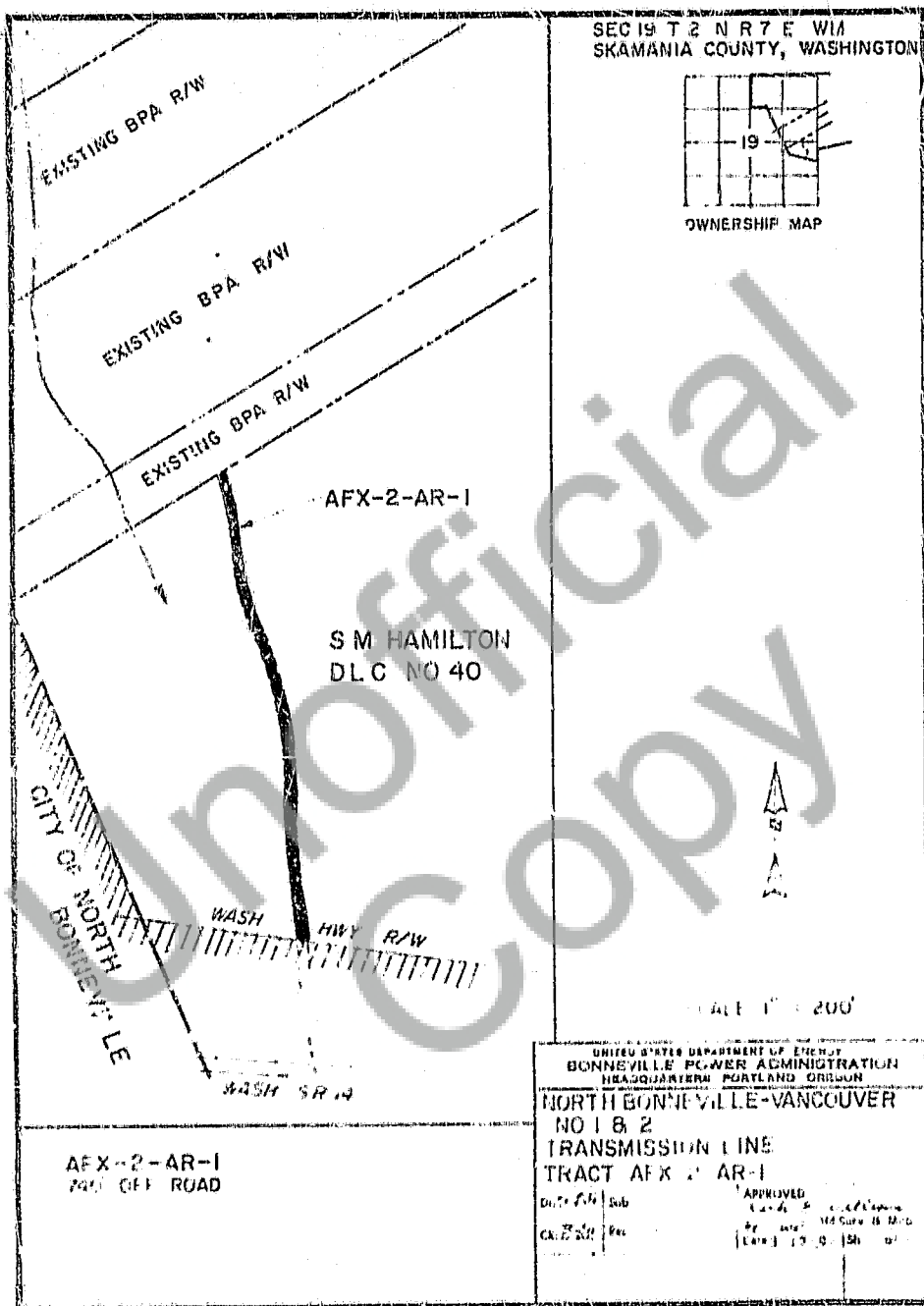
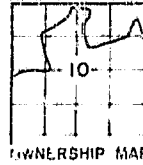


EXHIBIT A

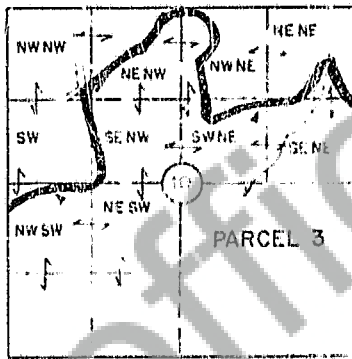
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9/243

SEC 10 T 2 N R 5 E WM
SKAMANIA COUNTY, WASHINGTON



OWNERSHIP MAP



AFX-12-AR-2
PARCEL 3 10,600'

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

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BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

NORTH BONNEVILLE-VANCOUVER
TRACT AFX 12-AR-2
TRANSMISSION LINE
TRACT AFX 12-AR-2 PARCEL 3

APPROVED:
By: [Signature] Date: [Date]
Checked: [Signature] Date: [Date]
By: [Signature] Date: [Date]
By: [Signature] Date: [Date]

EXHIBIT B