

SK-12769
SK-13056

9-81-047

AGREEMENT

THIS AGREEMENT, made and entered into this 121st day of September 1981, by and between DANIEL C. GUNDERSON AND LONNA ST. MARTIN GUNDERSON, husband and wife, herein called "Gunderson"; CROWN ZELLERBACH CORPORATION, a Nevada corporation, herein called "Crown"; the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State"; and THE UNITED STATES OF AMERICA, acting by and through the Administrator, Bonneville Power Administration, Department of Energy, herein called "Bonneville", WITNESSETH:

WHEREAS, the parties hereto, in the course of the management and administration of their interests in lands and the specific uses thereof, require access in, over, and along that existing road in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 3 North, Range 8 East W.M., Skamania County, State of Washington, located approximately as shown and described on Exhibit A attached hereto and by this reference made a part hereof, and,

WHEREAS, the parties hereto agree that a bridge needs to be constructed across the Little Wind River located on the access road on Gunderson's property in SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 22, Township 3 North, Range 8 East, W.M., and,

WHEREAS, the parties hereto agree that a new bridge will be constructed by Crown together with approach fills so that upon completion the new bridge will become a part of the existing road, and,

WHEREAS, the parties hereto agree to contribute to the access needs of the other parties and/or to pay or contribute to the construction of a new bridge of the standard and in the manner as follows:

NOW THEREFORE, it is mutually agreed as follows:

1. Gunderson will grant Crown an easement, assignable in whole or in part to the other parties hereto, as shown on Exhibit B attached hereto and made a part hereof.

2. Crown will construct the bridge in accordance with those plans and specifications identified on Exhibit C, attached hereto and made a part hereof.

(a) That construction will be completed and the bridge ready for use by October 30, 1982.

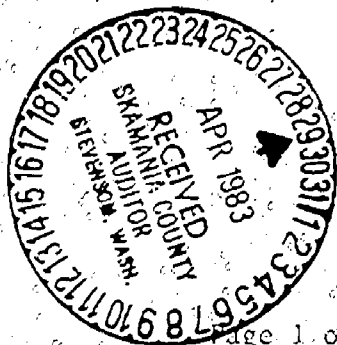
3. Upon completion and acceptance of the bridge construction each party will contribute to the access needs of the other parties and or its share of the bridge construction as follows:

(a) Bonneville will pay or cause to be paid to Crown \$20,000

(b) State will pay or cause to be paid to Crown 50 percent of the balance after Bonneville's share has been subtracted. The State's share will not exceed \$ 25,000.00 \$25,000

(c) Crown will, upon receipt of satisfactory payment arrangement grant permanent easements to State, and Bonneville as shown on Exhibit D attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to become effective as of the day and year first above written.



DANIEL C. GUNDERSON

LONNA ST. MARTIN GUNDERSON
(St Martin)

CROWN ZELLERBACH CORPORATION

By [Signature]

Attest [Signature]

STATE OF WASHINGTON

By [Signature]
Commissioner of Public Lands

UNITED STATES OF AMERICA
Department of Energy
Acting by and through the Administrator
BONNEVILLE POWER ADMINISTRATION

By [Signature]
Title

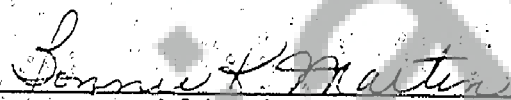
Registered E
Indexed Dir. E
Indirect E
X

NOTARY PUBLIC
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Sho. Co. Title Co.
OF St. Louis, Mo.
AT 12:50 M 4-29-1983
WAS RECORDED IN BOOK 6
OF Copy 1 AT PAGE 768
REC [Signature]
E. Manfred

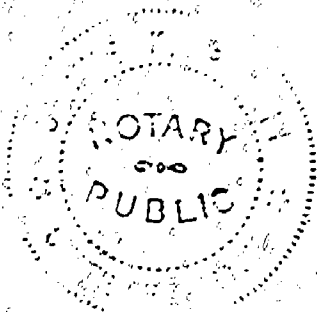
STATE OF OREGON)
) ss.
County of Multnomah)

On this 21st Day of September, 1982, before me personally appeared R. L. Carlson and W. B. Freck to me known to be the Vice President and Assistant Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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


Notary Public in and for the
State of Oregon

My commission expires 5/2/86



U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

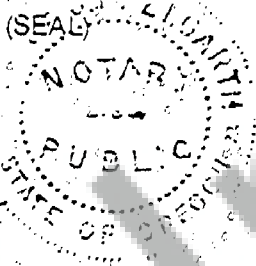
(Standard form of acknowledgment approved for use with all conveyances in Washington, Oregon, Idaho and Montana)

State of Oregon)
County of Multnomah) ss.

On this 27th day of April in the year of 1983 before me

REBECCA J. HALLGARTH personally appeared DANIEL C. GUNDERSEN known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that he signed and executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand an official seal on the day written above.



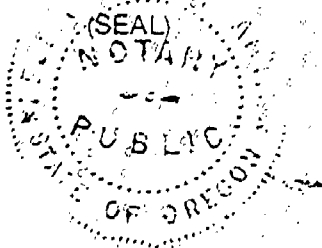
Rebecca J. Hallgarth
Notary Public in and for the
State of: Oregon
Residing at: Portland
My commission expires: 12/27/85

State of Oregon)
County of Multnomah) ss.

On this 27th day of April in the year of 1983 before me

REBECCA J. HALLGARTH personally appeared LONNA ST. MARTIN GUNDERSEN, ALSO KNOWN AS LONNIE GUNDERSEN known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that she signed and executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand an official seal on the day written above.



Rebecca J. Hallgarth
Notary Public in and for the
State of: Oregon
Residing at: Portland
My commission expires: 12/27/85

BOOK 6 PAGE 772

PERSONAL ACKNOWLEDGMENT

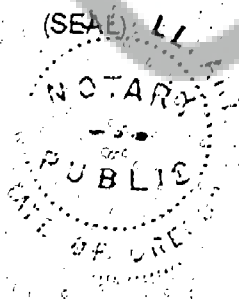
(Standard form of acknowledgment approved for use with all conveyances in Washington, Oregon, Idaho and Montana)

State of Oregon
County of Multnomah) ss.

On this 28th day of April, in the year of 1983, before me
REBECCA J. HALLGARTH personally appeared LARRY L. WILKERSON

known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that he signed and executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

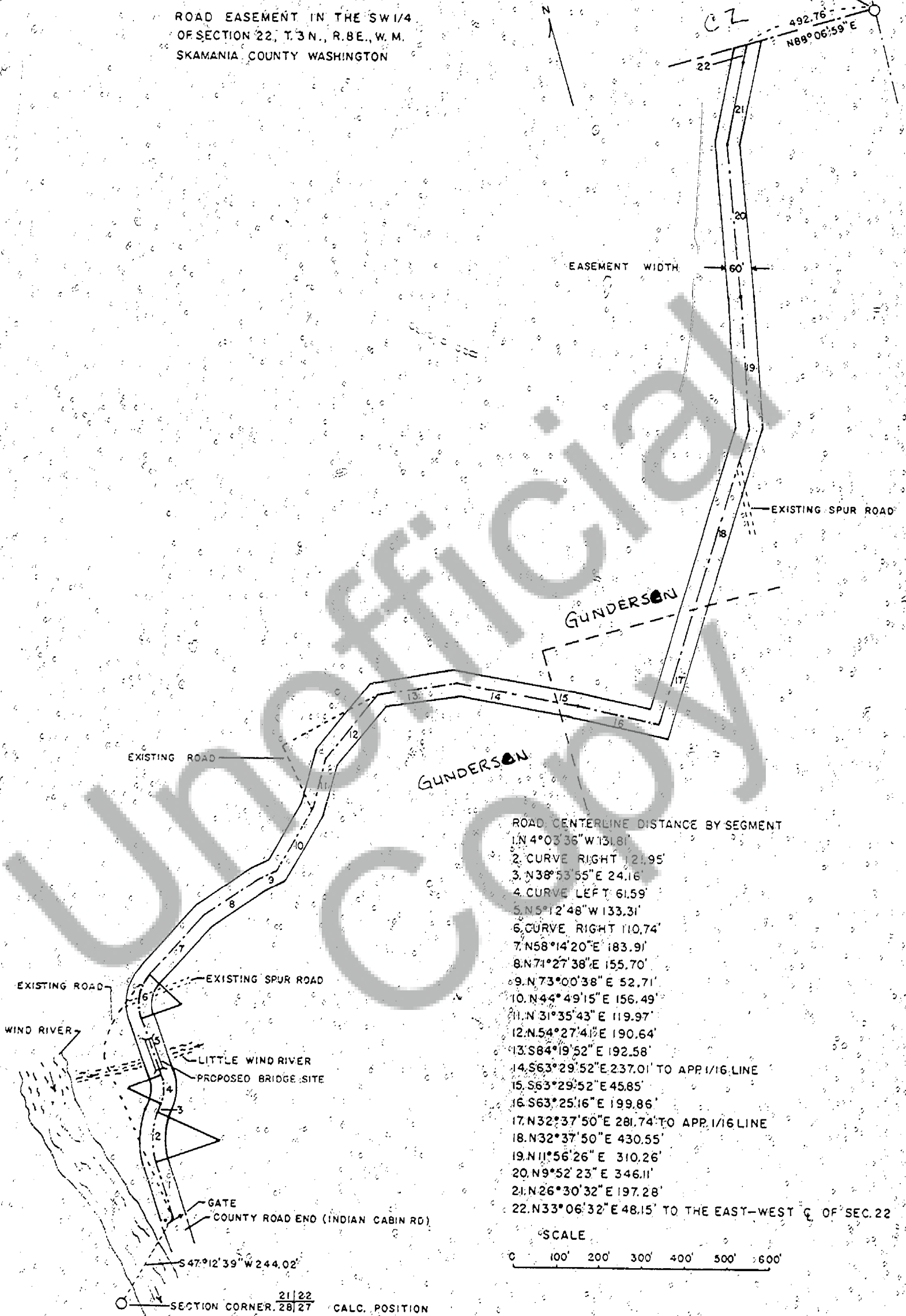
Given under my hand and official seal on the day written above.



Rebecca J. Hallgarth
Notary Public in and for the
State of: Oregon
Residing at: Bathland
My commission expires: 12/21/85

CENTER 1/4 COR. SEC. 22

ROAD EASEMENT IN THE SW 1/4
OF SECTION 22, T.3 N., R.8 E., W. M.
SKAMANIA COUNTY WASHINGTON



"EXHIBIT A"

9-81-047

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made this 1st day of October, 1982 between Daniel C. Gunderson and Lonna St. Martin Gunderson, husband and wife, the Grantor, whether one or more, and the CROWN ZELLERBACH CORPORATION, a Nevada Corporation, the Grantee.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The Grantor, for and in consideration of the provisions contained herein and those provisions and understanding expressed in that agreement dated SEPTEMBER 21, 1982 attached hereto and by this reference made a part hereof, does hereby grant and convey to the Grantee and its assigns a permanent nonexclusive assignable easement for access road and bridge construction purposes in, upon, over and across the following described land to wit:

Beginning at the terminus of the existing county road known as the Indian Cabin Road in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 Township 3 North Range 8 East WM and the true point of beginning; thence continuing with a strip of land 60 feet in width in, over, and along an existing road together with a bridge location across the Little Wind River, all in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 3 North, Range 8 East, W.M., Skamania County, State of Washington, located approximately as shown on Exhibit A attached hereto and by this reference made a part hereof.

2. The grant shall include: (1) the right to enter and locate, construct, use, maintain, repair and rebuild a road and a bridge across the Little Wind River, together with such cuts and fills as needed; (2) those conditions and rights of the prior easements between the Grantor and CROWN ZELLERBACH, Department of Natural Resources - State of Washington, and Bonneville Power Administration, in those respective instruments dated April 19, 1978, MAY 11, 1976, and SEPTEMBER 7, 1957; and shall be applicable to the relocated bridge and the relocated portions of the road and further shall continue to remain in effect on that portion of the existing road that is not relocated.

3. The Grantor and its assigns reserves the right to use the road and bridge for ingress and egress and to grant rights thereupon to others insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not unreasonably interfere with the use of the road(s) by the Grantee and/or its assigns.

4. Each party using the road and bridge is responsible for his own use and maintenance. At the termination of that use the road is to be left in as good a condition or better than before such use.

5. Title to trees and merchantable timber hereafter growing within the right of way shall be and remain in the Grantor but may be removed by the Grantee if they become dangerous to the road or bridge thereon upon payment of the current market price in the local marketing area.

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

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

8. The Grantor covenants 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.

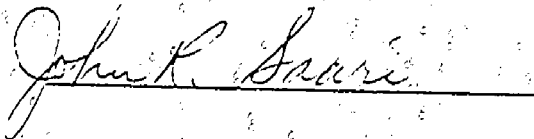
9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, the Grantee, and their respective assigns.

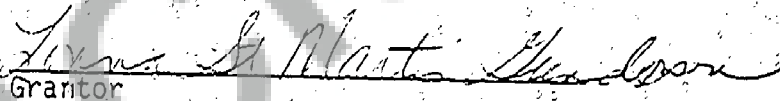
10. CROWN will only grant this easement to the State of Washington Department of Natural Resources and the United States of America, Bonneville Power Administration.

11. The gate as currently erected at the end of the County road will be repaired and maintained. This paragraph shall not apply to Bonneville Power Administration and/or the Department of Natural Resources except as a condition of damage during their respective use.


Grantor

Witness:


John K. Saari


Grantor

2 - Contract and Grant of Easement

EXHIBIT B

BOOK 6

PAGE 776

U.S. DEPARTMENT OF ENERGY — BONNEVILLE POWER ADMINISTRATION

MULTIPLE ACKNOWLEDGMENT

(Standard form of acknowledgment approved for use with all conveyances in Washington, Oregon, Idaho and Montana)

State of Oregon)

County of Multnomah) ss.

On this 27th day of April, in the year of 1983, before me

REBECCA J. HALLGARTH personally appeared LONNIE S. MARTIN GUNDERSEN AND DANIEL C. GUNDERSEN

known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the day written above.

(SEAL)

NOTARY

PUBLIC

Rebecca J. Hallgarth

Notary Public in and for the

State of: Oregon

Residing at: Portland

My commission expires: 12/21/85

State of _____)

County of _____) ss.

On this _____ day of _____, in the year of _____, before me _____

_____ personally appeared _____

known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that _____ signed and executed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the day written above.

(SEAL)

Notary Public in and for the

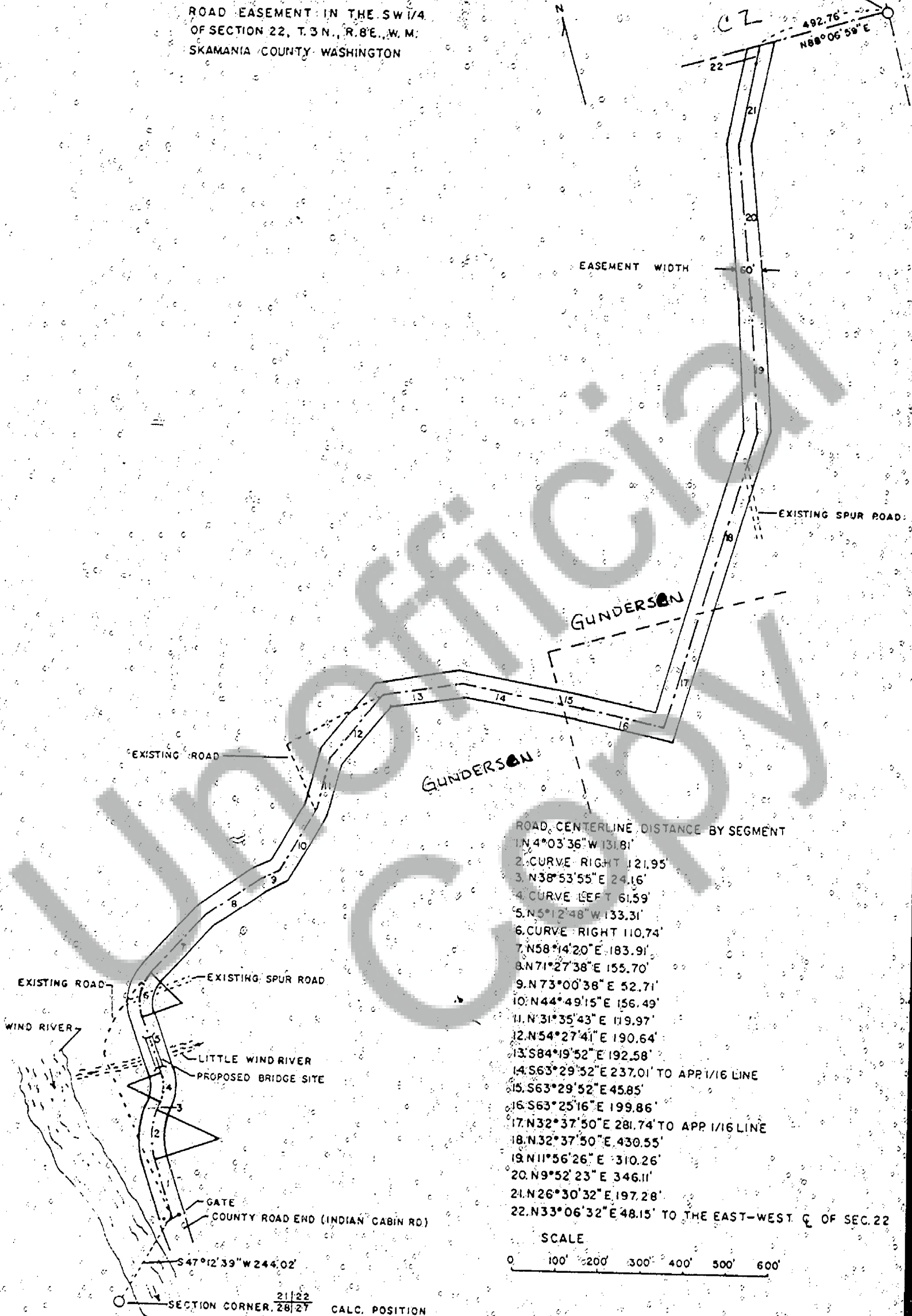
State of: _____

Residing at: _____

My commission expires: _____

CENTER 1/4 COR. SEC. 22

ROAD EASEMENT IN THE SW 1/4
OF SECTION 22, T.3 N., R.8 E., W.M.
SKAMANIA COUNTY WASHINGTON



For bridge plans and specifications see Drawings #E522, E466, E469, E477, Sheets #1-4 drawn by David L. Trapp and Associates, C.P., dated August 1, 1981. Copies of which have been provided to each party separately.

EXHIBIT C

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made this 31st day of March, 1983
between

CROWN ZELLERBACH CORPORATION, a Nevada corporation,

the Grantor, whether one or more than one, and

The UNITED STATES OF AMERICA, Department of Energy,
acting by and through the Administrator,
BONNEVILLE POWER ADMINISTRATION

the Grantee, whether one or more than one.

WITNESSETH

That the parties hereto covenant and agree as follows:

1. The Grantor for and in consideration of Ten Dollars (\$10) and other good and valuable consideration,

does hereby grant and convey to the Grantee a perpetual non-exclusive easement for access road purposes in, upon, and across the following described land to wit:

Beginning at the terminus of the existing county road known as the Indian Cabin Road in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 Township 3 North Range 8 East WM and the true point of beginning; thence continuing with a strip of land 60 feet in width in, over, and along an existing road together with a bridge location across the Little Wind River, all in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 3 North, Range 8 East, W.M., Skamania County, State of Washington, located approximately as shown on Exhibit A attached hereto and by this reference made a part hereof.

2. The Grantee may utilize the road and bridge in accordance with those conditions and rights of that prior Contract and Grant of Easement dated October 1, 1982, between DANIEL C. GUNDERSON and LONNA ST. MARTIN GUNDERSON, Grantors, and CROWN ZELLERBACH CORPORATION, a Nevada corporation, Grantee, said rights being applicable hereto as though set forth in total.

3. The Grantor reserves the right to use the road and bridge for ingress and egress insofar as the same is now located, such reserved right to be exercised in a manner that will not interfere with the use of the road and bridge by the Grantee.

4. Each party using the road and bridge is responsible for his own use and maintenance. At the termination of that use the road is to be left in as good a condition or better than before such use.

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

6. 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 Grantee.

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

8. The Grantor covenants to and with the Grantee that the Grantor has a good and lawful right and power to sell and convey this easement; that the same is free and clear of encumbrances, except as herein provided.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, the Grantee, and their respective assigns.

10. Future expenditures to be made by the Grantee as provided herein are subject to the availability of funds therefor.

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

Attest:

CROWN ZELLERBACH CORPORATION

W. B. Freck
W. B. Freck, Ass't. Secretary

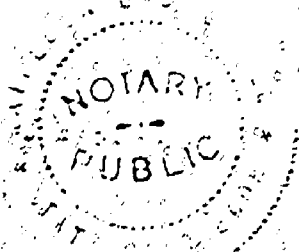
By R. L. Carlson
R. L. Carlson, Vice President
Northwest Timber and Wood Products

Accepted for the
UNITED STATES OF AMERICA
Department of Energy
Acting by and through the Administrator
BONNEVILLE POWER ADMINISTRATION

By Larry L. Wilbur
Chief, Branch of Land

STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me this
31st day of MARCH, 1983, by R. L. Carlson, Vice President,
and W. B. Freck, Assistant Secretary, of CROWN ZELLERBACH CORPORATION,
a Nevada corporation, on behalf of the corporation.



Kathleen E. O'Donnell
Notary Public in and for the
State of Oregon

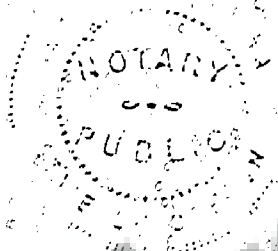
My commission expires 11/6/83

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS:

On this 29th day of April, 19 85, before me personally appeared LARRY L. WILKERSON to me known to be the Chief, Branch of Land, BONNEVILLE POWER ADMINISTRATION, of the agency that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

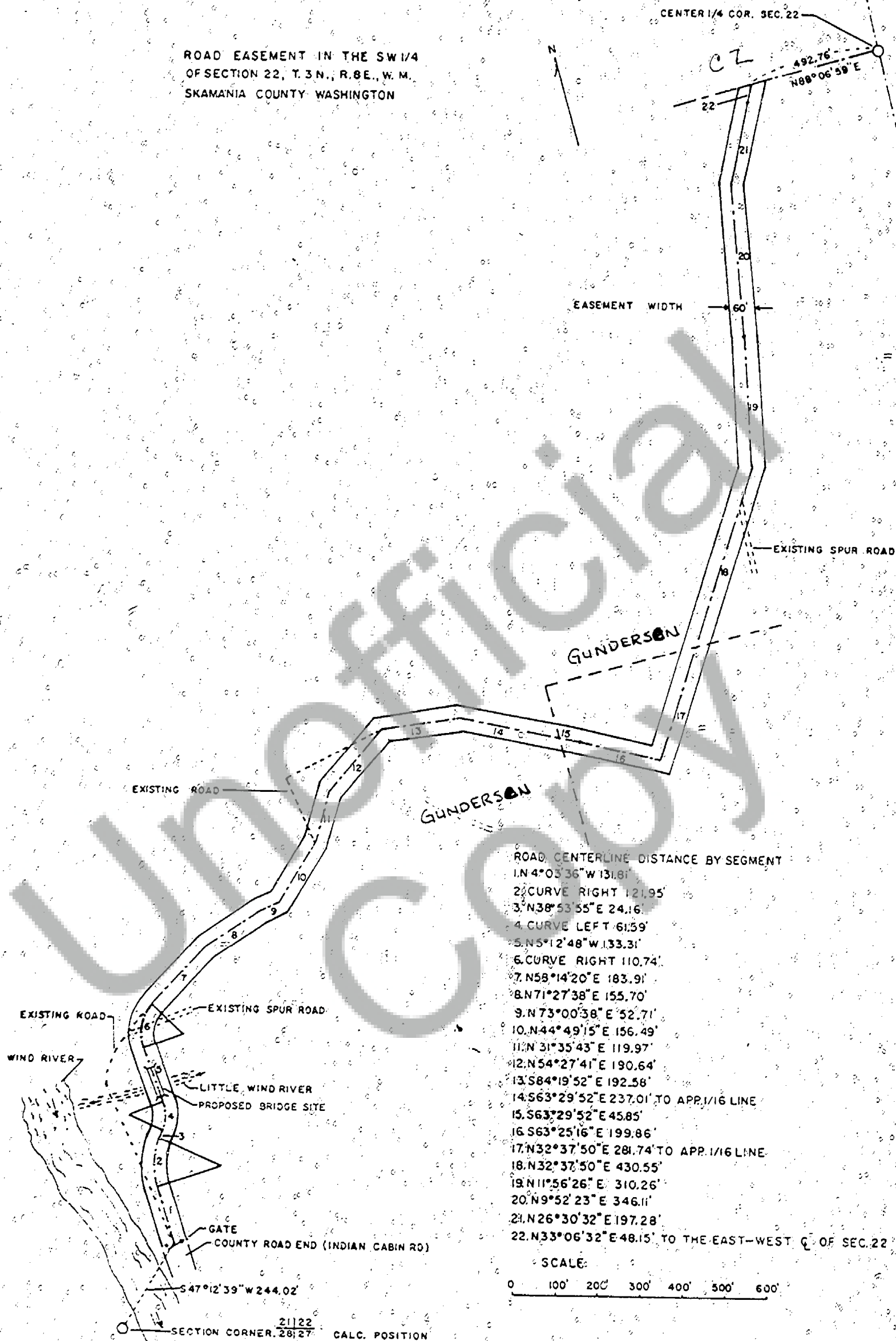
GIVEN under my hand and official seal the day and year last above written.

Renee M. Ferreira
Notary Public in and for the
State of *Oregon*
Residing at *Portland*
My commission expires: *7/26/85*



(Seal)

ROAD EASEMENT IN THE SW 1/4
OF SECTION 22, T.3N., R.8E., W.M.
SKAMANIA COUNTY WASHINGTON



- ROAD CENTERLINE DISTANCE BY SEGMENT
1. N 4°03'36\" W 131.81'
 2. CURVE RIGHT 121.95'
 3. N 38°53'55\" E 24.16'
 4. CURVE LEFT 61.59'
 5. N 5°12'48\" W 133.31'
 6. CURVE RIGHT 110.74'
 7. N 58°14'20\" E 183.91'
 8. N 71°27'38\" E 155.70'
 9. N 73°00'38\" E 52.71'
 10. N 44°49'15\" E 156.49'
 11. N 31°35'43\" E 119.97'
 12. N 54°27'41\" E 190.64'
 13. S 84°19'52\" E 192.58'
 14. S 63°29'52\" E 237.01' TO APP. 1/16 LINE
 15. S 63°29'52\" E 45.85'
 16. S 63°25'16\" E 199.86'
 17. N 32°37'50\" E 281.74' TO APP. 1/16 LINE
 18. N 32°37'50\" E 430.55'
 19. N 11°56'26\" E 310.26'
 20. N 9°52'23\" E 346.11'
 21. N 26°30'32\" E 197.28'
 22. N 33°06'32\" E 48.15' TO THE EAST-WEST C. OF SEC. 22

SCALE:

0 100' 200' 300' 400' 500' 600'

"EXHIBIT A" of D-1

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made this 31st day of March, 1983
between

CROWN ZELLERBACH CORPORATION, a Nevada corporation,

the Grantor, whether one or more than one, and

THE STATE OF WASHINGTON, acting by and through
the DEPARTMENT OF NATURAL RESOURCES,

the Grantee, whether one or more than one.

WITNESSETH

That the parties hereto covenant and agree as follows:

1. The Grantor for and in consideration of Ten Dollars (\$10)
and other good and valuable consideration,

does hereby grant and convey to the Grantee a perpetual non-exclusive easement
for access road purposes in, upon, and across the following described land to wit:

Beginning at the terminus of the existing county road known as
the Indian Cabin Road in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 Township 3 North
Range 8 East W.M. and the true point of beginning; thence con-
tinuing with a strip of land 60 feet in width in, over, and
along an existing road together with a bridge location across
the Little Wind River, all in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
22, Township 3 North, Range 8 East, W.M., Skamania County,
State of Washington, located approximately as shown on Exhibit
A attached hereto and by this reference made a part hereof.

2. The Grantee may utilize the road and bridge in accordance
with those conditions and rights of that prior Contract and Grant of
Easement dated October 1, 1982, between DANIEL C. GUNDERSON and
LONNA ST. MARTIN GUNDERSON, Grantors, and CROWN ZELLERBACH CORPORATION,
a Nevada corporation, Grantee, said rights being applicable hereto as
though set forth in total.

3. The Grantor reserves the right to use the road and bridge for ingress
and egress insofar as the same is now located, such reserved right to be exercised
in a manner that will not interfere with the use of the road and bridge by the
Grantee.

4. Each party using the road and bridge is responsible for his own
use and maintenance. At the termination of that use the road is to be left
in as good a condition or better than before such use.

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

6. 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 Grantee.

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

8. The Grantor covenants to and with the Grantee that the Grantor has
a good and lawful right and power to sell and convey this easement; that the
same is free and clear of encumbrances, except as herein provided.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, the Grantee, and their respective assigns.

10. Future expenditures to be made by the Grantee as provided herein are subject to the availability of funds therefor.

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

Attest:

CROWN ZELLERBACH CORPORATION

W. B. Freck
W. B. Freck, Ass't. Secretary

By

R. L. Carlson
R. L. Carlson, Vice President
Northwest Timber and Wood Products

STATE OF OREGON)

County of Multnomah) ss.

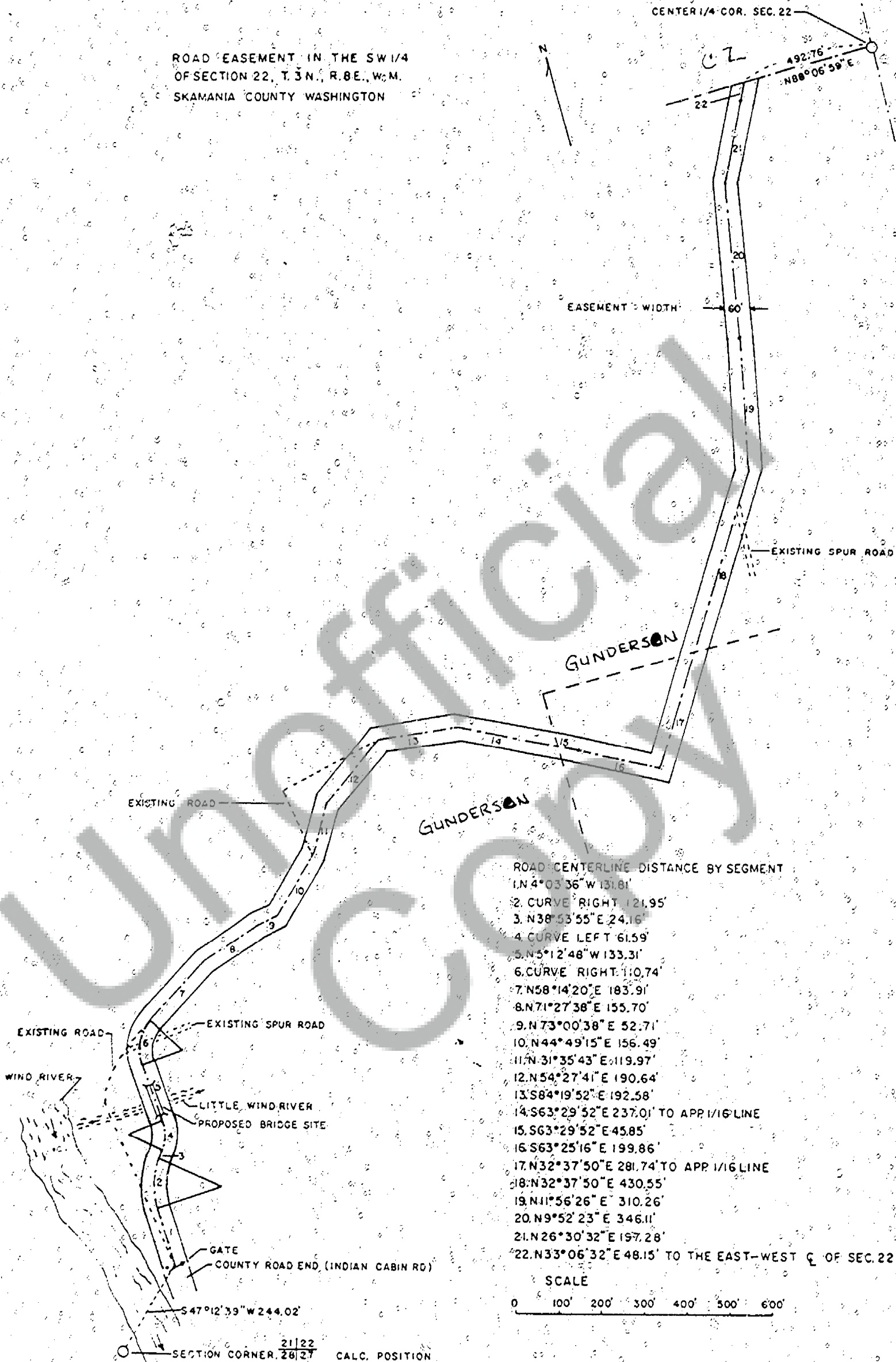
The foregoing instrument was acknowledged before me this 3/24 day of MARCH, 1983, by R. L. Carlson, Vice President, and W. B. Freck, Assistant Secretary, of CROWN ZELLERBACH CORPORATION, a Nevada corporation, on behalf of the corporation.

Kathleen E. O'Donnell
Notary Public in and for the
State of Oregon

My commission expires 11/6/83

CENTER 1/4 COR. SEC. 22

ROAD EASEMENT IN THE SW 1/4
OF SECTION 22, T.3N., R.8E., W.2M.
SKAMANIA COUNTY WASHINGTON



- ROAD CENTERLINE DISTANCE BY SEGMENT
1. N 4° 03' 36" W 131.81'
 2. CURVE RIGHT 121.95'
 3. N 38° 53' 55" E 24.16'
 4. CURVE LEFT 61.59'
 5. N 5° 12' 48" W 133.31'
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 7. N 58° 14' 20" E 183.91'
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 20. N 9° 52' 23" E 346.11'
 21. N 26° 30' 32" E 197.28'
 22. N 33° 06' 32" E 48.15' TO THE EAST-WEST C. OF SEC. 22

SCALE

0 100' 200' 300' 400' 500' 600'

"EXHIBIT A" of D-2