

BPA COPY

Tract No. HA-O-148-AR-3, P.1
HA-O-148-AR-3, P.3

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122175

BOOK 149 PAGE 547

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

**CONTRACT AND GRANT OF EASEMENT
Access Road**

THIS AGREEMENT, made this 10th day of MARCH, 1995
between LONGVIEW FIBRE COMPANY, a Washington 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, 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 Five Hundred & 1/10⁰ DOLLARS (\$ 500⁰⁰) and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land, to wit:

An existing road as shown on Exhibit A, which is BPA Access Road Acquisition Exhibit, attached hereto and by this reference made a part hereof.

REAL ESTATE EXCISE TAX

APR 27 1995

PAID: NA

The grant shall include the right to enter and to locate, construct, use, maintain, reconstruct the road or roads, together with cuts and fills as needed.

STAMARIA COUNTY TREASURER

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

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

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

Supervisor ☒
Induced, Civ ☒
Indirect ☒
Filed ☐
Noted ☐

Copy to: St. Mary's County Assessor
Date: 7/25/95
Page: 2-7-3-181

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to agricultural crops, fences, and irrigation and drainage systems within the easement area that occurs as a result of and during construction, reconstruction, removal, or maintenance activities. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

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

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

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey 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 all demands of all persons whatsoever.

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

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or 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.

For LONGVIEW FIBRE COMPANY, a
Washington Corporation

Accepted for the
UNITED STATES OF AMERICA 4-13-95
Date

By: David L. Bowden
Grantor (Title David L. Bowden, Sr. V.P. - Timber

By: Robert L. Easterling
ROBERT L. EASTERLING

Grantor

Title Manager for Real Property Acquisition

Grantor

Grantor

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County of Cowlitz) ss.

On this 10th day of March, 1995, before me personally

appeared DAVID L. BOWDEN

known to me, or proved to me on the basis of satisfactory evidence, to be the Senior Vice

President - Timber of the corporation that executed the within instrument or the

person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation;

acknowledged to me that such corporation executed the same; 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 that he is authorized to execute said instrument and that seal, if any,

affixed is the corporate seal of said corporation.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. CLERK

APR 27 4 08 PM '95

G. Olson
AUDITOR
GARY M. OLSON



(SEAL)

Barbara A. Bayley
Notary Public in and for the

State of Washington

Residing at Longview, WA

My commission expires 4-30-96

ACCESS ROAD R/W WIDTH IS 20' UNLESS OTHERWISE NOTED

SURVEY DATE REFERRED TO THE
BONNEVILLE POWER ADMINISTRATION'S
MANFORD - OSTRANDER 401
TRANSMISSION LINE SURVEY DATED
1968. REFERENCE NO 180-003, 180-00

8803 E. T 24; R 7E, WM
GRANDMA COUNTY, WASHINGTON

UNION-STATE LIFE CO
PARCEL 1 - \$1.350 OFF R/W
R/W/4 66/40 31/4 5
PARCEL 5 - 300
66/4 61/4 300 5

ME-0-148-AR-3
J RUSSELL BYERMAN ET UOI
MORTEL E-800
SW/4 BE/4, SEC 3

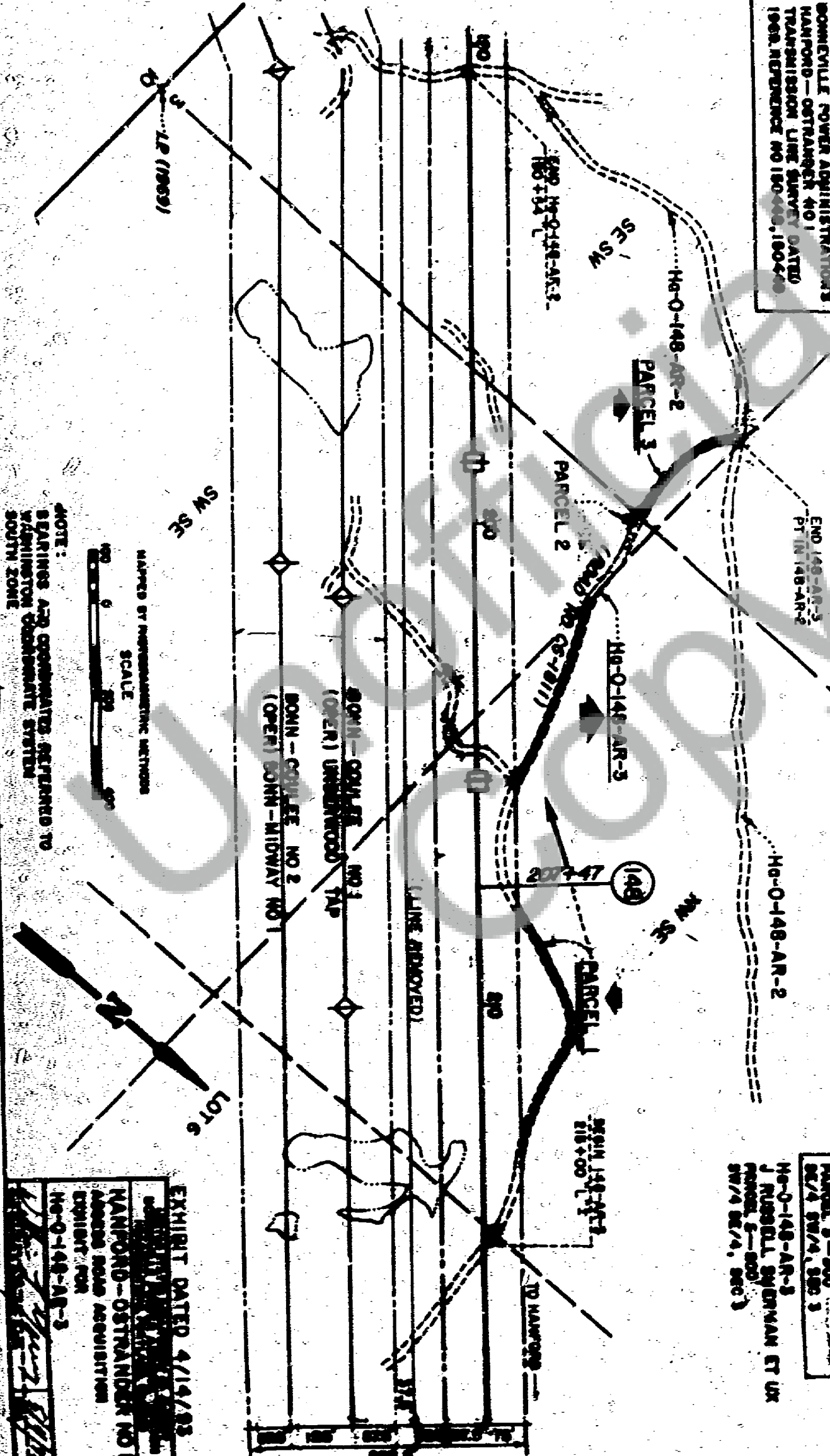


EXHIBIT DATED 4/14/83

**MANFORD--OSTRANDER NO
MATTER HOW ACQUISITION**

NOTES

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