

**WHEN RECORDED RETURN TO:**

**Bonneville Power Administration  
TERR-3  
PO Box 3621  
Portland, OR 97208-3621 auditorium**

**DOCUMENT TITLE(S)**

Permit

**REFERENCE NUMBER(S)** of Documents assigned or released:

BPA Case No.: 19860034

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

The Bonneville Power Administration

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Longview Fibre Company

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

S.M. Hamilton DLC # 40 and Government Lot 3 of Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

02072000030000  
02070000320000

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

DEC 19 1985

## EVLS

Tract Nos. BCV-3; NBV-7, -8;  
and AFX-1-AR-1, Parcels 1  
and 2  
LAND USE No. 86014

Lines: Bonneville-Vancouver (operated  
as Bonneville-Sifton No. 1 and  
Bonneville-Alcoa No. 2); and  
North Bonneville-Vancouver  
Nos. 1 and 2 (operated as  
North Bonneville-Ross No. 1  
and North Bonneville-Sifton  
No. 2)

Longview Fibre Company  
P.O. Box 667  
Longview, WA 98632

Dear Sir or Madam:

Subject: Use of Bonneville Power Administration (BPA) easement areas for management of timberlands and hauling timber products using the existing access road located in portions of the S.M. Hamilton Donation Land Claim No. 40 and Government Lot 3 of Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, between BPA structures identified as BONN SIFT 1-1-12 and 1-1-13 and BON ALCOA 2-1-12 and 2-1-13 and NBON ROSS 1-1-6 and 1-1-7 and NBON SIFT 2-1-6 and 2-1-7

The above-described use of these easement areas has been determined not to be a hazard to nor an interference with BPA's present use of these easement areas for electric transmission line purposes. Accordingly, there is no objection to such use, subject to the condition, however, that if such use should at any time become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or should such use interfere with the inspection, maintenance, or repair of the same, or with the access along such easement areas, you will be required to remove such hazard or interference at no expense to BPA.

You, of course, will have to assume all risk of loss, damage, or injury which may result from your use of the easement areas, except for such loss, damage, or injury as BPA may be responsible for under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement areas may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you. You shall be responsible for any costs incurred by BPA due to electrical power disturbances and/or outages resulting from your use of the easement areas.

12/19/85  
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Land Use Agreement with Longview Fibre Company, Longview, WA, dated  
DEC 19 1985 ; Subject: Use of Existing Access Road

The following conditions also must be complied with:

1. The location of the existing road is approximately as shown by heavy black line on a segment of BPA Drawing No. 3362, attached to this agreement as Exhibit A.
2. Your use and maintenance of the road shall be at no cost to BPA and shall in no respect interfere with BPA's operation and maintenance of its electrical facilities.
3. Your use of the road and rights-of-way for managing your timberlands and hauling timber products shall not interfere with access along the rights-of-way for maintenance or repair of BPA's facilities.
4. You shall maintain BPA's access road in as good or better condition than when your use commences. Any damage to the road resulting from your use shall be repaired promptly. If improvements are made to the road, other existing BPA access roads in the area shall not be cut off.
5. BPA shall not be liable for injury to persons or damage to property occurring as a result of your use of the road. You will indemnify and hold BPA harmless from all liability and damages caused or contributed to by your activities or omissions on or in relation to the BPA road and rights-of-way.
6. The term of this agreement is ongoing.
7. A Performance Bond shall be posted in the amount of \$2,000 to insure against electrical power disturbances and/or outages and to guarantee repair of damage to the road and/or structures as provided by the terms of this agreement.

It is understood that the rights granted you in this agreement by BPA are limited to the rights acquired by BPA, which are easement rights only, subject to existing rights of other parties, and that you will acquire the necessary rights from the legal owners of the property involved.

Tract Nos. BCV-3; NBV-7, -8; and  
AFX-1-AR-1, Parcels 1 and 2  
LAND USE No. 86014

12/19/85  
38K

Land Use Agreement with Longview Fibre Company, Longview, WA, dated  
DEC 19 1985; Subject: Use of Existing Access Road

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.

This Land Use Agreement becomes effective upon receipt and approval of the Performance Bond. A copy of a Performance Bond (Standard Form 25) is enclosed for your use. Receipt of the Performance Bond will signify that the terms and conditions of this agreement are acceptable to you.

You may direct any communication to this office, P.O. Box 3621, Portland, Oregon 97208, or by telephoning Kaye Lewis at (503) 230-3250.

Sincerely,

/s/ RENEE M. FERRERA  
Renee M. Ferrera, Acting Chief  
Title & Land Management Section *red*

2 Attachments

KLewis:jd:3250 (WP-EVLS-5444V)

cc:  
K. Kuehn - OPT  
Official File - EVLR

Tract Nos. BCV-3; NBV-7, -8; and  
AFX-1-AR-1, Parcels 1 and 2  
LAND USE No. 86014

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