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STEPHEN R. GRAY

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STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

AGAGNON

Sec. 2, T38 N., R38 E.  
Contract No. 1-07-16-L3404  
Tract No. GC-16430  
LND-5.00  
Tax Parcel No. 1979300

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Columbia Basin Project, Washington

ACCESS ROAD EASEMENT

THIS CONTRACT, made this 31 day of July 2001, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), Section 10 of the Act of August 4, 1939 (53 Stat. 1187) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and WILLIAMS & GUGLIELMINO, LTD., a Washington limited partnership, hereinafter referred to as the GRANTEES,

WITNESSETH:

2. WHEREAS, the United States, through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, has acquired and withdrawn land needed in connection with the Columbia Basin Project, hereinafter called the Project ; and

3. WHEREAS, the GRANTEE has used and desires to continue to use an existing road across a portion of said United States land located in a portion of Section 2, Township 38 North, Range 38 East, W.M., Stevens County, Washington, for access to their property; and

4. WHEREAS, the granting of a road easement for the access route currently used and preferred by the GRANTEE for the purposes described herein, will not be inconsistent with requirements of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

Real Estate Excise Tax	
AFF#	<u>exempt from USA</u>
Date Pd	
Original	
Amnt Pd	<u>None</u>
Int	Pen
Stevens County Treasurer Deputy	
By <u>[Signature]</u>	Date <u>8-17-01</u>

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5. The United States, hereby grants to the GRANTEE, subject to the terms and conditions of this agreement, a perpetual nonexclusive twenty-foot-wide (20') easement across UNITED STATES property located in the Section 2, T38N, R38E, Willamette Meridian, Washington, as further shown and described as being the easterly 10 feet and the westerly 10 feet of the centerline described on Exhibit "A" and shown on Exhibit "B", attached hereto and by this reference is made a part hereof. The easement is for the purpose of allowing the GRANTEE to legally access his property by use of the described existing access road.

6. The GRANTEE shall pay to the United States the amount of One Hundred Forty Five and no/Dollars (\$145) for the easement rights conveyed herein. In addition, the GRANTEE shall pay to the United States the amount of Three Hundred Dollars (\$300) for administrative costs, receipt of which is hereby acknowledged, incurred in processing this easement. The GRANTEE shall also pay Two Hundred Seventy and no/Dollars (\$270) to cover the shared cost to remove the existing gate and install a new gate approximately 80 feet east of the easement.

7. In using said access road the GRANTEE fully accepts and agrees to the following stipulations:

a. To use said easement for the purpose stated herein and agrees that in the use of said easement to conduct their operation in a good workmanlike manner and shall ensure compliance with all laws of the State of Washington and with all laws, regulations, and orders of the UNITED STATES affecting such operations. The failure of the GRANTEE after due notice to abide by any of the terms and conditions of any such applicable laws, rules, and regulations shall cause the GRANTEE's easement to be subject to immediate termination at the option of the Contracting Officer.

b. This easement does not authorize the GRANTEE to perform any construction or reconstruction on the access road, including tree removal, any activity that results in ground disturbance, installing gates, fences, or other structures upon or across said roadway or adjacent UNITED STATES land, without the prior written approval of the Contracting Officer, dependent on environmental and cultural review. GRANTEE shall have the right to maintain existing roadway, including mowing, brush cutting, snowplowing, minimal blading, and placing of crush rock surfacing.

c. The authority to use said road is limited to one noncommercial single resident access to GRANTEE's land in Section 2, T38N., R38 E., Willamette Meridian, Stevens County, Washington. Any additional burden upon the servient estate will require approval by the Contracting Officer and modification to this agreement.

d. The UNITED STATES is not responsible for performing any maintenance of said road and, therefore, does not warrant or represent that the roadway or any means of ingress thereto or egress therefrom are safe, healthful or suitable for the purpose for which it is permitted to be used under the terms of this agreement.

e. To record the fully-executed easement with Stevens County and return a copy of said recorded document to the UNITED STATES within 30 days of receipt.

f. To indemnify and hold harmless the UNITED STATES, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the GRANTEE's activities on said property.

g. That the UNITED STATES, its officers, agents, and employees and their successors and assigns, shall not be held liable for any loss of service by reason of the exercise of the rights here reserved, including, but not limited to, damage which may occur as the result of seepage, flood, or erosion from works constructed by the UNITED STATES; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the UNITED STATES contained in this agreement.

8. There is reserved to the UNITED STATES, and its successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteway, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, and other appurtenant irrigation and power structures and facilities, without any payment made by the UNITED STATES, or its successors, for such rights.

9. There is also reserved to the UNITED STATES the right of its officers, agents, employees, licensees, and permittees, at all proper times and places, freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing, and protecting the rights reserved herein.

10. This easement is not an exclusive right nor shall it prohibit the UNITED STATES from granting other non-interfering rights across this easement and adjacent lands. Further, this easement is granted subject to all rights previously acquired by third parties.

11. The GRANTEE will use said roadway covered by this agreement in such a manner as to not interfere with the operation and maintenance of the Columbia Basin Project, or with the administration of adjacent land owned by the UNITED STATES.

12. Hazardous Materials:

a. The GRANTEE may not allow contamination or pollution of Federal project lands, waters, or project works of the UNITED STATES or administered by Reclamation for which the GRANTEE has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties.

b. The GRANTEE shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in Federal project lands, waters or facilities of the Columbia Basin Project.

c. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that Act. In addition it shall include thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers or any other pollutants.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal project lands, water or project works of the Columbia Basin Project, the GRANTEE

shall initiate emergency measures to protect health and safety and the environment if necessary and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but not to exceed 24 hours of the time of discovery if it is an emergency and the first working day if it is a non-emergency.

e. Violation of any of the provisions of this Article, upon which the GRANTEE does not take immediate corrective action may, as determined by the Contracting Officer, constitute grounds for termination of this contract and shall make the GRANTEE liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The GRANTEE agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

g. Reclamation agrees to provide information necessary for the GRANTEE, using reasonable diligence, to comply with the provisions of this Article.

13. The GRANTEE shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other object of historic or scientific interest on Reclamation lands. The GRANTEE shall forward a written report of their findings to Reclamation's authorized official within 48 hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, or artifacts discovered as the result of activities under this authorization. The GRANTEE shall leave such discoveries intact until authorized to proceed by Reclamation's authorized official. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the GRANTEE.

14. This contract shall terminate:

a. At the option of the Contracting Officer, if the Contracting Officer determines that the GRANTEE has failed to comply with any of the terms and conditions hereof, and after reasonable notice and failure to correct said violations, this contract can be terminated immediately.

b. At the option of the Contracting Officer upon discontinuance of the use of the facilities constructed by the GRANTEE in accordance with the terms of this contract for a period of one (1) year.

c. At the request of the GRANTEE by giving six (6) months written notice to the Contracting Officer, and pending field clearance of hazardous waste impacts, at the option of the UNITED STATES.

d. If the Contracting Officer determines that there is an overriding public or project need for the land for an incompatible use.

15. The provisions of this agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this agreement or any part or interest therein shall be valid until approved by the Contracting Officer.

16. No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

THE UNITED STATES OF AMERICA

By Michael C. Beatty  
Patti Llewellyn  
Program Manager  
Lands and Repayment  
Bureau of Reclamation  
1150 North Curtis Road  
Boise, Idaho 83706-1234

GRANTEES  
WILLIAMS & GUGLIELMINO,  
a limited partnership

John G. Williams  
John G. Williams  
Noan Book Williams  
Noan Book Williams  
Don M. Guglielmino  
Don M. Guglielmino  
Kathleen L. Guglielmino  
Kathleen L. Guglielmino

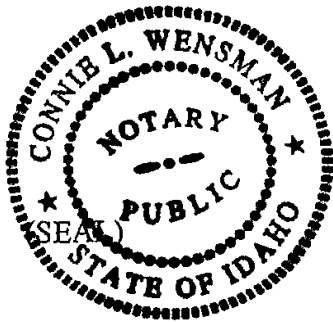


STATE OF IDAHO )  
  ) :SS  
COUNTY OF ADA )

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STEVENS COUNTY, WASHINGTON

On this 31 day of July, 2001, personally appeared before me Michael C. Beatty, to me known to be the official of the UNITED STATES OF AMERICA that executed the within foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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



Connie L. Wensman  
Notary Public in and for the  
State of: Idaho  
Residing at: Meridian  
My Commission Expires: 10-06-04

EXHIBIT A  
Road Easement

A parcel of land located in the Southwest quarter(SW¼) of Section Two(2), Township Thirty-eight(38) North, Range Thirty-eight(38) East, Willamette Meridian, Washington, as filed on July 31, 1963, Volume 178 of deeds page 278 in Stevens County, United States Bureau of Reclamation(USBR) Reservoir Boundary, right bank of Lake Roosevelt, included within a strip of land measured at right angles to the following described being the easterly 10 feet and the westerly 10 feet of the following centerline:

Commencing at the West quarter(W¼) corner said Section 2; thence following the West Section line, South02°02'23"East, 1320.0 feet to the South 1/16th corner of said Section 2 and the northerly said USBR Reservoir boundary, thence leaving said Section line following said USBR boundary North87°56'48"East(Record bearing is North87°57'11"East), 2241.2 feet to the **TRUE POINT OF BEGINNING** and a point that is South87°56'48"West, 207.8 feet from an existing iron pin on the USBR boundary; thence South15°46'47"West 49.6 feet; thence South26°04'24"West 82.65 feet; thence South11°22'39"West, 106.89 feet to the **point of terminus**. Line ends on the centerline of an existing road as shown on "EXHIBIT B" attached.

Parcel = 0.1 Acres

June 4, 2001  
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