

ORDINANCE NO. 1833

AN ORDINANCE granting to James River II, Inc., a Virginia corporation, and to its successors and assigns a franchise for a period of twenty-five (25) years to install and maintain a utility tunnel beneath a portion of N.E. Sixth Avenue and an 18-inch process sewer beneath a portion of N.E. Sixth Avenue.

THE CITY COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

GRANT OF FRANCHISE

James River II, Inc., a Virginia corporation, hereinafter referred to as the "Grantee", its successors and assigns, is hereby granted a franchise for a period of twenty-five (25) years for the purpose of constructing, operating, and maintaining a utility tunnel under a portion of N.E. Sixth Avenue and an 18-inch process sewer under a portion of N.E. Sixth Avenue. Said utility tunnel and 18-inch process sewer shall be located beneath that portion of N.E. Sixth Avenue as depicted in that certain drawing entitled "Site Work Wetlap Repulping Grading and Paving Plan" dated August 27, 1991, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said utility tunnel and 18-inch process sewer shall be constructed in accordance with that certain document entitled "Secondary Fiber Utility Tunnel Plan and Sections" dated August 29, 1991, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.

Section II

NON-EXCLUSIVE GRANT

The franchise hereby granted shall not be exclusive, and the City expressly reserves the right, at any time during the term of the franchise hereby granted, to grant licenses or franchises to other persons or corporations as well as the right in its own name as a municipality, to use said streets and public places for such purpose.

Section III

INSTALLATION

The location and methods of constructing and installing the

aforescribed utility tunnel and 18-inch process sewer and all appurtenances thereto shall be subject at all times to reasonable regulations by the City, and all such installations shall be so constructed and maintained as to interfere as little as practicable with other uses of N.E. Sixth Avenue.

Section IV

REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a condition as the same were prior to doing of any work thereon.

Section V

INDEMNIFICATION

The Grantee hereby agrees and covenants to indemnify and hold the City of Camas, its officers, employees and agents, harmless against and from any and all claims and all damages, costs, and expenses to which it or they may be subjected by reason of any act or neglect of the Grantee or its agents, servants or contractors in any manner arising out of the construction, maintenance, or operation of the aforescribed utility tunnel and 18-inch process sewer.

Section VI

RELOCATION OF IMPROVEMENTS

Nothing in this ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary or convenient to remove, readjust, relocate or change the utility tunnel or 18-inch process sewer of the Grantee, the same shall be done by and at the sole expense of the Grantee, its successors and assigns.

Section VII

DEFAULT

If the Grantee shall fail to perform or comply with any of the obligations and requirements imposed by this ordinance, after the receipt of written notice from the City of Camas specifying the respect in which the Grantee is deemed to be in default hereunder, and demanding that such default be remedied within a reasonable time to be specified in such notice, the right and franchise granted hereby may be terminated and annulled by the City of Camas, after reasonable opportunity for the Grantee to be heard and appropriate determination with respect to such alleged default.

VIII

ASSIGNMENT

This franchise and the rights herein granted may be assigned, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the proper officials of the Grantee, shall be filed in the office of the City Clerk of the City of Camas, nor until the City Council of the City of Camas shall have consented to such assignment. Any successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges referred hereby, and such successors or assignees' agreement to comply fully with and abide by and be bound by the terms of this ordinance and all requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed upon the Grantee hereunder.

IX

ACCEPTANCE

The Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights, privileges and authority conferred hereby, unless within sixty (60) days after the date this ordinance is adopted, it shall file in the office of the City Clerk, written acceptance of the rights and privileges conferred hereby, which

acceptance shall contain an express undertaking by the Grantee for itself and its successors and assigns to faithfully comply with and be bound by the terms of this ordinance and all of the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed by this ordinance.

X

EFFECTIVE DATE

This ordinance shall take effect and be in force five (5) days from and after its publication according to law, and after acceptance by the Grantee as above provided. The Grantee shall further be required to reimburse the City of Camas for the cost of publishing this ordinance.

PASSED by the Council and APPROVED by the Mayor this 14 day of October, 1991.

SIGNED: Nancy A. Henriksen
Mayor
ATTEST: Paul E. [Signature]
Clerk

APPROVED as to form:
[Signature]
City Attorney

ACCEPTANCE OF FRANCHISE

JAMES RIVER II, Inc, a Virginia corporation, the Grantee of that certain franchise granted by the City of Camas by Ordinance No. _____, does hereby consent to and accept the terms and conditions in said franchise and does hereby covenant and agree for itself, its successors and assigns, to indemnify and save harmless the City of Camas against all damages, costs and expenses whatsoever, to which said City may be subjected by reason of any act or neglect of the Grantee or its agents, servants, or contractors in any manner arising out of the construction, maintenance, or operation of the utility tunnel or the 18-inch process sewer.

DATED this _____ day of _____, 1991.

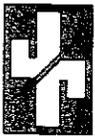
JAMES RIVER II, Inc., a Virginia corporation

By: _____

Attest: _____

I, DALE E. SCARBROUGH, City Clerk of the City of Camas, certify that the attached is a true and correct copy of City of Camas Ordinance No. _____, being an ordinance granting to James River II, Inc., and to its successors and assigns, a franchise for a period of twenty-five (25) years to install, maintain, and operate a utility tunnel and an 18-inch process sewer in and under a portion of N.E. Sixth Avenue of the City of Camas, and that the ordinance was published according to law.

Dale E. Scarbrough



JAMES RIVER CORPORATION

521 S.E. Chkalov Drive (98684)
P.O. Box 6099
Vancouver, WA 98668-6099

December 15, 1992

CITY OF CAMAS
P.O. BOX 1055
CAMAS, WA 98607

James River Corporation is undergoing a corporate reorganization that involves merger of James River II, Inc. (formerly James River of Nevada, successor in interest to Crown Zellerbach Corporation, Inc.) into James River Paper Company, Inc.

For the past several years James River II, Inc. has been operated as a wholly owned subsidiary of James River Corporation of Virginia. Effective December 27, 1992, James River II, Inc. will be merged into James River Paper Company, Inc. also, a wholly owned subsidiary of James River Corporation of Virginia.

This corporate reorganization will not result in any change in control, operating practices, nor change of its local signature authority. James River Paper Company, Inc. will continue to operate and assumes all obligations under any permit, order, agreement, contract, ordinance or other such valid document.

Please reflect in your records the new name of James River Paper Company, Inc. for the following document:

Permit/Use:ORDINANCE/REPULPER-TUNNEL
Dated:1991 OCT 14
JR Ref. No:02 C 0142

1833

Kindly acknowledge receipt of this notification by signing the enclosed copy of this letter in the space provided and returning it to James River Paper Company, Inc., at the above address.

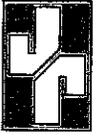
Very truly yours,

JAMES RIVER PAPER COMPANY, INC.

BY JACK G. CHAPMAN

Acknowledged:

By _____
Title _____
Date _____



JAMES RIVER CORPORATION

521 S.E. Chkalov Drive (98684)
P.O. Box 6099
Vancouver, WA 98668-6099

October 30, 1991

Joan M. Smith
Accounting Supervisor
City of Camas
P. O. Box 1055
Camas, WA 98607

Dear Ms. Smith:

Reference is made to your letter dated October 21, 1991 relative to City of Camas Ordinance No. 1833, dated October 4, 1991, granting to James River the right to install, maintain and operate a utility tunnel for process piping and site utilities and an 18-inch process sewer line under 6th Avenue to serve the secondary fiber re-pulping facility being constructed on Block 60, Camas, Washington.

One signatory copy of the Franchise, which has been accepted on behalf of James River by Andrew G. Elsbree, Vice President, is enclosed for your further handling.

If you have any questions or need additional information, please call me at (206)896-4626.

Very truly yours,

JAMES RIVER CORPORATION


Jack G. Chapman, Manager
Land & Tax Department - NW

cc: John Christensen - Camas Mill
Al Boyd - CTC, Camas