

**AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERR-3
P.O. BOX 3621
PORTLAND, OR 97208-3621**

Doc # 2007168358
Page 1 of 5
Date: 11/28/2007 09:59P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$44.00

Legal description: A portion of the SW1/4NE1/4 of Section 29, Township 3N, Range 8E, W.M., Skamania County, WA, as shown on Exhibit A. (Affects Tax Account No. 03082931012000.)

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

LAND USE AGREEMENT

September 7, 2007

CASE No. 20070540

TRACT No. ST-9-A-42

LINE: Stevenson Tap to Bonneville Alcoa No. 1 & 2 (operated as Carson Tap to Underwood Tap)

Mr. & Mrs. Greg Page
3021 SE Briarwood Drive
Vancouver WA 98683

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a gravel turnaround area.

The location of your use is partially within the SW1/4NE1/4 of Section 29, Township 3 North, Range 8 East, WM Meridian, Skamania County, State of WA, as shown on the attached segment of BPA Drawing No. 125909, marked as Exhibit A.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that BPA is not the owner of this property. If you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property that might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that your use has become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

**BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO
THE FOLLOWING CONDITIONS**

1. Maintain a minimum distance of at least 16 feet between your construction equipment and the transmission line conductors (wires).
2. Maintain a minimum distance of at least 50 feet between your facilities and the transmission line structures.
3. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA structure or guy anchor ground attachment point.
4. No storage of flammable materials or refueling of vehicles or equipment within the easement area.
5. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION

You agree to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA may be responsible 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 area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock.

Construction/installation, use, and maintenance of the gravel turnaround area shall be at no cost to BPA.

BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

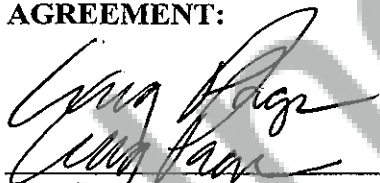
BPA shall not be liable for damage to your property, facilities, or injury to persons that might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

If you have any questions or concerns, please notify BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR-3) PO Box 3621, Portland, Oregon 97208-3621 or by telephoning 1-503-230-5589.

A copy of this agreement shall be physically located at the project during construction activities.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

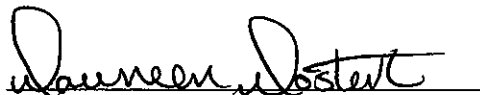
I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:



Greg Page

OCT. 15, 2007
SEP. 24, 2007
Date

THIS AGREEMENT IS HEREBY AUTHORIZED BONNEVILLE POWER ADMINISTRATION:



Dawneen Dostert
Realty Specialist

October 9, 2007
Date

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US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County of Clark) ss

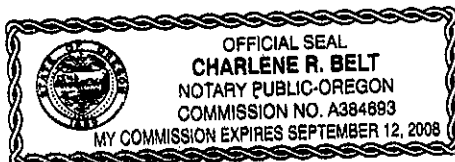
On this 15 day of October, 2007, before me personally appeared Greg Page, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that (he / she) executed the same as (his / her) voluntary act and deed for the uses and purposes therein mentioned.

Notary Public
State of Washington
LORI A BYERS
MY COMMISSION EXPIRES
February 13, 2011

[Signature]
Notary Public in and for the State of Washington
Residing in Vancouver
My commission expires 02/13/2011

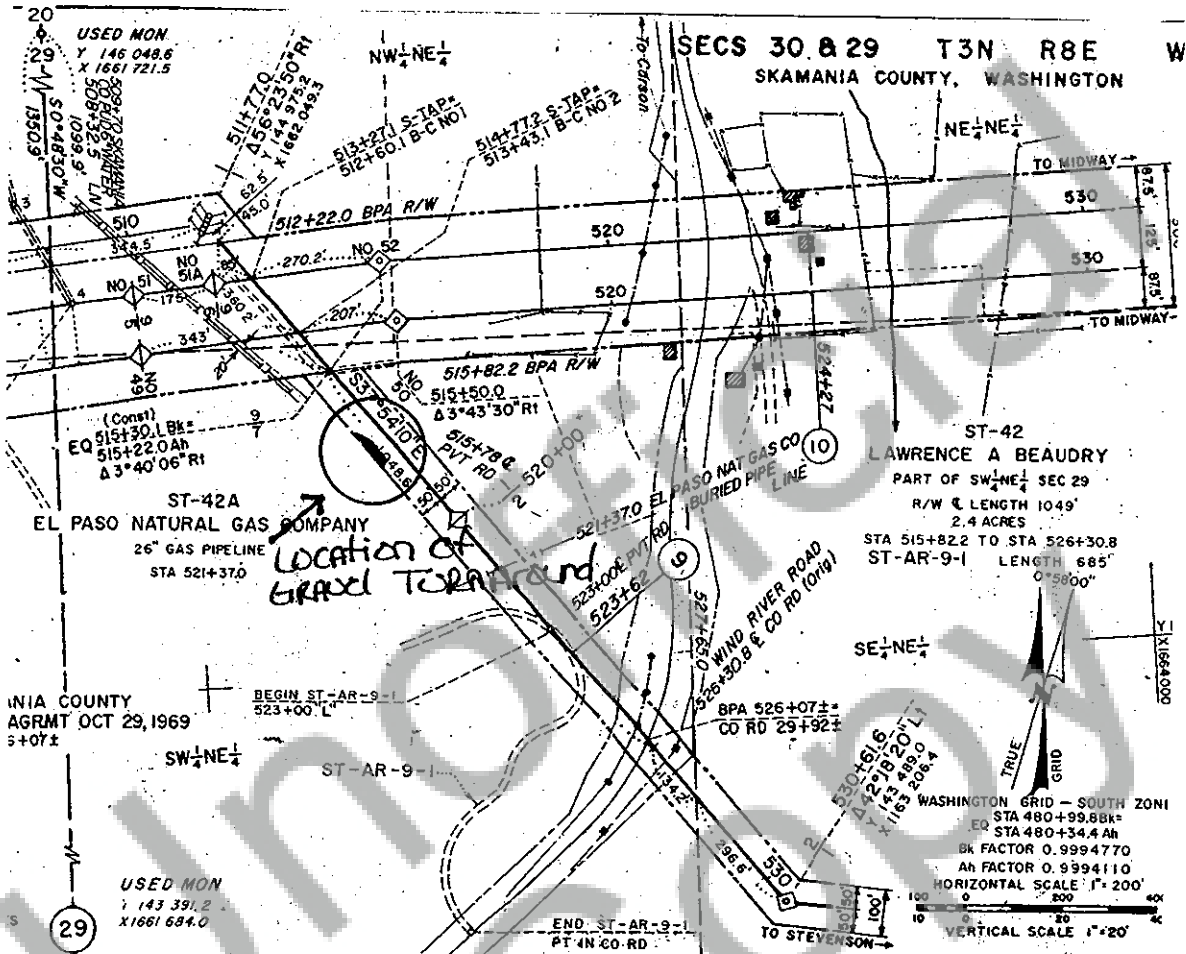
State of Oregon)
County of Multnomah) ss

On this 9 day of October, 2007, before me personally appeared **Dawneen Dostert**, known to me, or proved to me on the basis of satisfactory evidence, to be a **Field Realty Specialist for the Bonneville Power Administration** whose name she subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and was authorized to execute said instrument in such official or representative capacity.



Charlene R. Belt
Notary Public in and for the State of Oregon
Residing in Vancouver, WA
My commission expires 9/12/2008

SEC 29 T3N R8E WM
Skamania County, Washington



UNITED STATES DEPARTMENT OF THE INTERIOR			
BONNEVILLE POWER ADMINISTRATION			
HEADQUARTERS, PORTLAND, OREGON			
STEVENSON TAP TO			
BONNEVILLE ALCOA NO 1 & 2			
115 KV TRANSMISSION LINE			
MILE 9 FROM NORTH BONNEVILLE			
Drawn	Checked	DATE	BY
JTA	JDM	12-1-62	10
SPS	AB		
Checked	Checked	DATE	BY
HAZ	HAZ	125909	10

SHORT MILE 1 CARS TAP TO UNDW TAP

Exhibit A
Greg & Vicki Page
Case No 20070540
A Portion of Drawing No. 125909