

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

Legal description: A portion of the
SW1/4NE1/4 of Section 33, Township 2N,
Range 6E, W.M., Skamania County,
Washington, as shown on Exhibit A.
(Affects Tax Account No. 02-06-33-0-0-
0102-00.) *G.S.*

11/2/09

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

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LAND USE AGREEMENT

September 16, 2009

CASE No. 20090354

TRACT No. BCV-6-A-27

LINE: Bonneville - Vancouver

(operated as Bonneville PH 1 - North Camas No. 1 & Bonneville PH 1 - Alcoa No. 2)

ADNO: 7118 & 7111 STR #:6/6 - 6/7

STATIONING: 327+65

Mr. Rod McCafferty

PO Box 181

North Bonneville, WA 98639

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of an overhead service line, telephone line, and barb wire fence along existing driveway.

The location of your use is partially within the SW1/4NE1/4 of Section 33, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, State of Washington, as shown on the attached segment of BPA Drawing No. 14106, 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 entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA. 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. The construction/installation of your approved use must be completed by September 30, 2010. If you have not completed your project by the above date, you must inform BPA five working days in advance to receive an extension.
2. Maintain a minimum distance of at least 20 feet between your facilities and the transmission line conductors (wires).
3. Maintain a minimum distance of at least 50 feet between your facilities and the transmission line structures.
4. 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.
5. No storage of flammable materials or refueling of vehicles or equipment on BPA property.
6. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
7. Install adequate gates in your fence of not less than 16 feet in width for the passage of BPA vehicles, should existing access not be adequate for BPA. Gates may be locked provided a BPA lock is also included in the locking mechanism.

8. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.

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.

Construction/installation, use, and maintenance of the overhead service line, telephone line, and barb wire fence along existing driveway 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 this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR-3) PO Box 3621, Portland, OR 97208-3621 or by telephoning 360-418-2586.

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:**

Rodney McCafferty
Owners Name

9-30-09
Date

**THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER
ADMINISTRATION:**

Dawneen Dostert
Dawneen Dostert
Realty Specialist

10-7-09
Date

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
) ss
 County of Skamania)

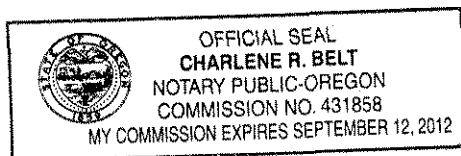
On this 30th day of September, 2009, before me personally appeared Rodney McCafferty, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and who acknowledged to me that (he / she) executed the same as (his / her) voluntary act and deed for the uses and purposes therein mentioned.



Teddi Molano
 Notary Public in and for the State of Washington
 Residing in Stevenson
 My commission expires 11-09-11

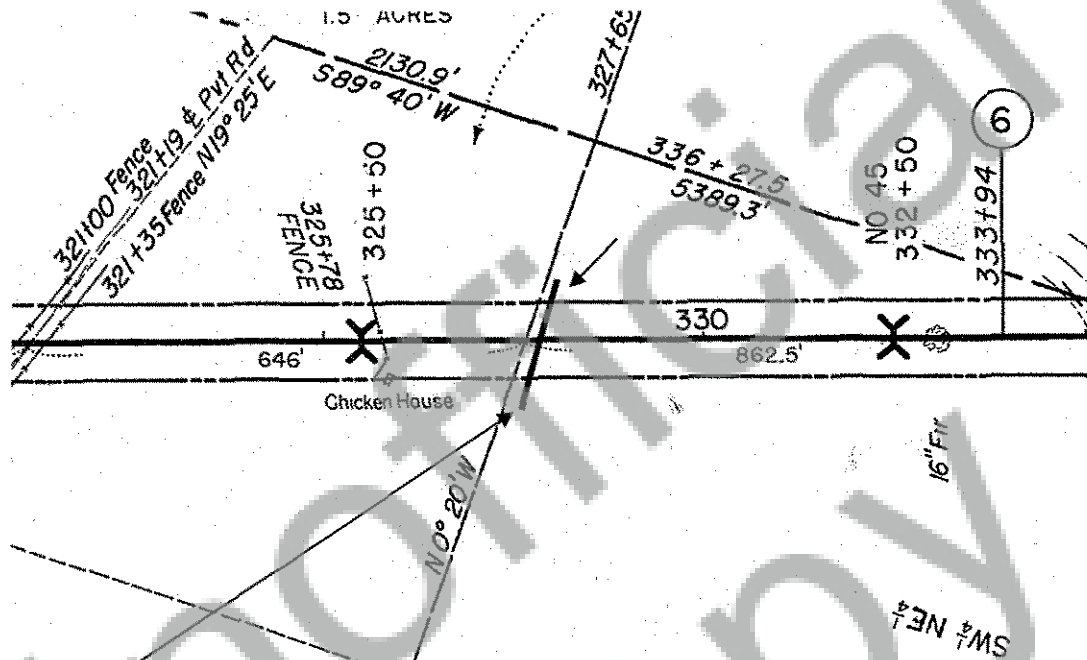
State of Oregon)
) ss
 County of Washington)

On this 7 day of October, 2009, before me personally appeared Doreen Dost 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 (he / she) subscribed to the within instrument and who acknowledged to me that (he / she) executed the same as (his / 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 Washington
 My commission expires 9-12-2012

SEC 33 T2N R6E WM
Skamania County, Washington



LOCATION OF OVERHEAD
SERVICE LINE, TELEPHONE LINE,
AND BARB WIRE FENCE ALONG
EXISTING DRIVEWAY

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PAUL J. RAVER, ADMINISTRATOR

BONNEVILLE - VANCOUVER
115 KV DOUBLE CIRCUIT NOS 5&6 (VIA CAMAS)
MILE 6 FROM BONNEVILLE
STA 281 +14 TO STA 333 +94
SKAMANIA COUNTY WASHINGTON
SEC 33&34 T2N R6E WM

Designed by: *Allen J. Leach, Jr.* Engineer
Checked by: *Stephen L. White, P.E.* Senior Engineer
Drawn by: *[Signature]* Draftsman

Approved by: *[Signature]* Chief Engineer

Project No. 5-23-41

Drawn by: AAO FWF

Checked by: EOT

Drawn by: FOS

Checked by: J.J.J.

SERIAL 14106

C165-340-D1

37 NO 6

OPER AS BONNEVILLE PH 1-NORTH CAMAS NO 1

OPER AS BONNEVILLE PH 1-ALCOA NO 2

Exhibit A
McCafferty, Rod
Case No 20090354
A Portion of Drawing No. 14106