

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

Legal description: A portion of the  
NE1/4SW1/4 & the NW1/4SW1/4 of Section  
19, Township 2N, Range 7E, W.M., Skamania  
County, WA, as shown on Exhibit A. (Affects  
Tax Account No.02071900090000.)

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U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

LIMITED CONSENT AGREEMENT

Case No.: 20080079  
Tract No.: BCV-2-A-4; BCV-2-A-5; B-V-3-A-16XW1  
Line(s): Bonneville - Vancouver  
(operated as Bonneville PH1 - North Camas No.1 & Bonneville PH1 - Alcoa No. 2)  
ADNO: 7118 & 7111; STR 2/3 - 2/5  
Location: 88+63 - 104+74

THIS AGREEMENT made by and between THE UNITED STATES OF AMERICA,  
BONNEVILLE POWER ADMINISTRATION (BPA), AND K. W. Peterson, hereafter called  
Owner.

WITNESSETH:

THAT WHEREAS, the Owner or their Predecessors in Title did grant unto BPA or its  
predecessors, an easement over the property of the Owner(s) located in a portion of the  
Government Lot 6 of Section 19, Township 2 North, Range 7 East, Willamette Meridian, County  
of Skamania, State of Washington, and located in a portion of the NE1/4SW1/4 of Section 19,  
Township 2 North, Range 7 East, Willamette Meridian, County of Skamania, State of  
Washington, and

WHEREAS, the easement for BCV-2-A-4 was recorded in the Skamania County Clerk's Office  
on July 30, 1947, in book 31 page 461, of Deeds of said county; and the easement for BCV-2-A-5  
was recorded in the Skamania County Clerk's Office on December 17, 1941, in book 28 page  
546, of Deeds of said county; and the easement for B-V-3-A-16XW1 was recorded in the

Skamania County Clerk's Office on June 16, 1950, in book 33 page 137, of Deeds of said county, and

WHEREAS, the Owner is dumping concrete and asphalt within BPA's Transmission Line Easement which BPA has determined encroaches upon and violates the terms of the aforesaid easement.

HOWEVER, BPA will not seek the removal of said concrete and asphalt disposal at this time for the following reasons:

It does not, at this time, interfere with operation, access or maintenance of BPA facilities.

THEREFORE, this agreement serves as limited consent for use of the easement area by the Owner(s), subject to the attached list of conditions, entitled "Exhibit A", and as shown on the attached map entitled "Exhibit B".

AS an agency of the UNITED STATES OF AMERICA, BPA is not liable for damage to property, or injury to, or death of, persons (except as such liability is allowed by Federal statute). The Owner(s) should take adequate precautions, by insurance or otherwise, for protection from loss, damage, injury, and liability to others therefore, which may result from use of the easement area.

AS the provisions set forth in this letter are applicable to the current ownership of this property, they are not transferable or assignable. The Owner shall make any future prospective buyer of this property aware of this agreement and its provisions. BPA makes no warranty that it will give this limited consent permission to a new owner.

IN WITNESS WHEREOF, BPA has executed this instrument as of the date written below:

BONNEVILLE POWER ADMINISTRATION:

By: Dawneen Dostert  
Dawneen Dostert  
Realty Specialist

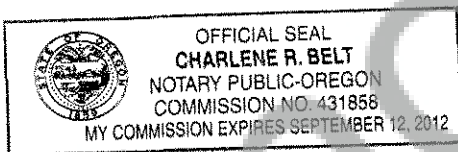
11/30/09  
Date

## PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon )County of Multnomah ) ss

On this 30 day of November, 2009 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 is 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  
Charlene R. Belt

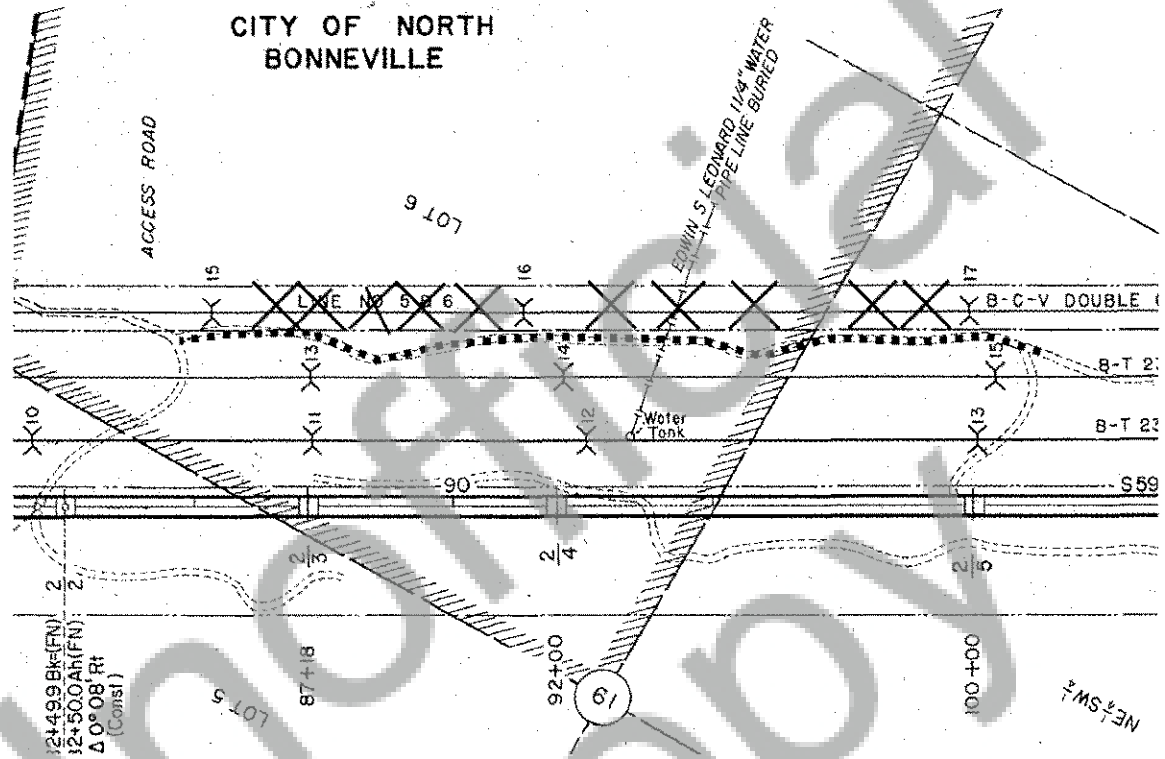
Printed Name

Notary Public in and for the State of OregonResiding in Vancouver, WAMy commission expires 9-12-2012

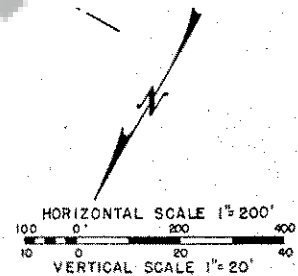
## EXHIBIT A

1. Maintain a minimum distance of at least 20 feet between your facilities and the transmission line conductors (wires).
2. Maintain a minimum distance of at least 50 feet between your facilities and the transmission line structures except, as agreed to as shown on BPA Exhibit(s).
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 on BPA property.
5. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
6. Do not block any access roads.
7. Any damage to the access roads will be repaired by you.
8. Evidence of any form of use of the fee-owned property in the area will result in termination of this agreement and will require removal of any items dumped on the fee-owned property. It is further understood that any damage to BPA's property caused by or resulting from the use of fee-owned property area may be repaired by BPA and actual cost of such repair shall be charged against and paid by you.

SEC 19 T2N R7E WM  
Skamania County, Washington



XXX - AREA DUMPING ALLOWED  
--- DO NOT USE ACCESS ROAD, FEE OWNED PROPERTY



UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION PAUL J. HAVER, ADMINISTRATOR			
<b>NORTH BONNEVILLE-VANCOUVER 1&amp;2</b> 230 KV DOUBLE CIRCUIT TRANSMISSION LINE MILE 2 FROM NORTH BONNEVILLE			
Designed: PWF	Date: 10-22-48	Approved: [Signature]	Date: 10-22-48
Drawn: VCL	Trans: VCL	Check: [Signature]	Section Chief: [Signature]
Serial No. 40202		Drawing No. 249-01-344-D	

Exhibit B  
K.W. Peterson  
Case No 20080079  
A Portion of Drawing No. 40202

LT CKT OPER AS N BONNEVILLE - ROSS NO 1  
RT CKT OPER AS N BONNEVILLE - ROSS NO 2