

WHEN RECORDED RETURN TO:

**Bonneville Power Administration
TERR-3
PO Box 3621
Portland, OR 97208-3621 auditorium**

DOCUMENT TITLE(S)

Land Use Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

BPA Case No.: 19930093

☐ Additional numbers on page _____ of document.

GRANTOR(S):

The Bonneville Power Administration

☐ Additional names on page _____ of document.

GRANTEE(S):

Skamania Lodge

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

SE1/4SW1/4 of Section 35, Township 3 North, Range 7 East, the Felix G. Inman D.L.C. # 44, the SW1/4NW1/4, and the NW1/4SW1/4 of Section 2, Township 2 North, Range 7 East, and Lot 5 of Section 3, Township 2 North, Range 7 East, all in the Willamette Meridian, Skamania County, Washington.

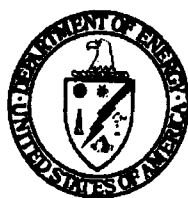
☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

02070300030000

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

MAY 14 1993

In reply refer to: **MMLC (Case No. 930093)**
Tract Nos. BC-11 and 14 (FEE), ST-17 and
ST-18, Ha-O-677, Ha-O-678 and Ha-O-679,
and Ha-O-AR-148-1 and Ha-O-AR-148-2
LAND USE No. 93178

Lines: Hanford-Ostrander No. 1,
Bonneville-Coulee No. 1 (Operated
as Underwood Tap to B-S No. 1
and B-A No. 2), Bonneville-Coulee
No. 2 (Operated as Bonneville-
Midway No. 1), and Stevenson Tap
to Bonneville-Alcoa No. 1 and 2
(Line Removed)

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Jim Madden
Skamania Lodge
P.O. Box 189
Stevenson, WA 98648

Dear Mr. Madden:

Subject: Use of Bonneville Power Administration (BPA) Fee-Owned and Easement
Held Property Area for Installation, Use, and Maintenance of Hiking and/or
Biking Trails Located in the SE¼SW¼ of Section 35, Township 3 North,
Range 7 East, the Felix G. Inman DLC No. 44, the SW¼NW¼, and the
NW¼SW¼ of Section 2, Township 2 North, Range 7 East, and Lot 5 of
Section 3, Township 2 North, Range 7 East, all in the Willamette Meridian,
Skamania County, Washington

The above-described use of this land has been determined not to be a hazard to, nor an
interference with, BPA's present use of this area for electric transmission line purposes.
Accordingly, there is no objection to such use, subject to the condition, however, that if such use
should at any time become a hazard to the presently installed electrical facilities of BPA, or any
facilities added or constructed in the future, or should such use interfere with the inspection,
maintenance, or repair of the same, or with the access along such area, you will be required to
remove such hazard or interference at no expense to BPA.

You will have to assume risk of loss, damage, or injury which may result from your use of the
area. It is understood that any damage to BPA's property caused by or resulting from your use of
the area may be repaired by BPA, and the actual cost of such repair shall be charged against and
be paid by you.

Land Use Agreement with Skamania Lodge, Stevenson, WA; dated MAY 14 1993;
Subject: Hiking and Biking Trails

The following conditions also must be complied with:

1. Either party may terminate this agreement upon 30 days written notice to the other. BPA may terminate this agreement for reasons other than the need of the property for electric power purposes.
2. The approximate location of your trails shall be as shown on the attached drawing marked Exhibit A, which is a segment of BPA Drawing No.150448.
3. For the portion of this property area that is fee-owned, BPA reserves the right at it's discretion to corvert land use rights to a perpetual easement at fair market value.
4. Use of the trails is authorized for crossing purposes only. No designated rest stops, view points, or other facilities that would encourage users to remain on the trails for any extended periods are allowed.
5. The construction use, and maintenance of your trails shall be at no cost to BPA.
6. Access to the transmission line structures and to and along the right-of-way and access roads by BPA's Maintenance crews shall not be interfered with or obstructed.
7. BPA shall not be liable for any damage to your trails located within the rights-of-way which might occur during maintenance, reconstruction, or future construction of its facilities.
8. There shall be no storage of flammable materials or refueling of vehicles/equipment within the right-of-way.
9. Operators of construction equipment must maintain a minimum distance of 20 feet between equipment and transmission line conductors (wires).
10. You shall restore BPA's rights-of-way and access roads to their original condition or better following construction. No grade changes to facilitate disposal of overburden shall be allowed.

Tract Nos. BC-11 and BC-14 (Fee), ST-17 and ST-18,
Ha-0-677, Ha-0-678 and Ha-0-679, and Ha-0-AR-148-1
and Ha-0-AR-148-2
LAND USE No. 93178

MAY 14 1993

Land Use Agreement with Skamania Lodge, Stevenson, WA; dated _____;
Subject: Hiking and Biking Trails

11. The trails shall remain a minimum of 10 feet from the point where tower legs, tower foundations or guy anchors enter the earth. If this clearance cannot be met, you must install guard devices, such as barriers, guardrails, or posts for the protection of BPA's structures. If motorized vehicles will be used for construction and maintenance of the trails, specifications and installation plans for these protective structures must be submitted to and approved by BPA prior to construction.

Enclosed for your information is a copy of "Living and Working Around High-Voltage Power Lines.

It is further understood that the rights granted you thereunder by BPA are subject to existing rights of other parties, if any.

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 will take effect, upon its return to BPA with your acceptance signature. Please return the agreement to Bonneville Power Administration, P.O. Box 3621 - MMLC, Portland, Oregon 97208. The copy is for your records.

You may direct any communication to this office, P.O. Box 3621, Portland, Oregon 97208, or by telephoning Julie Rose at (503) 230-3291.

Sincerely,

Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

The terms and conditions of the above Land Use Agreement are accepted this 17 day of May 1993.

[Signature]
General Manager - Skamania Lodge

Attachment
Enclosure

Tract Nos. BC-11 and BC-14 (Fee), ST-17 and
ST-18, Ha-0-677, Ha-0-678 and Ha-0-679,
and Ha-0-AR-148-1 and Ha-0-AR-148-2
LAND USE No. 93178

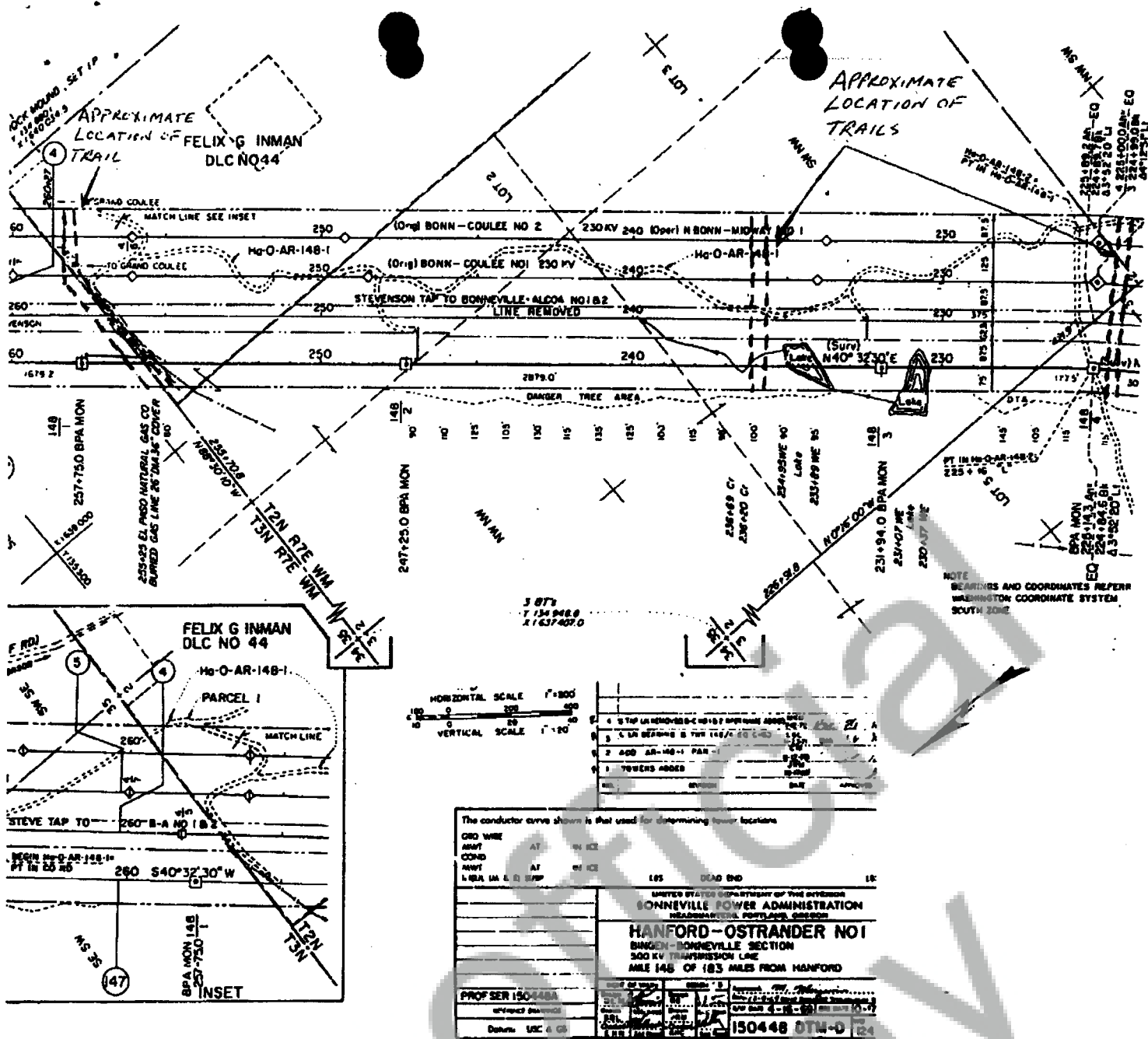


EXHIBIT A

Tract Nos. BC-11 and BC-14 (Fee), ST-17 and ST-18,
Ha-0-677, Ha-0-678, Ha-0-679, Ha-0-AR-148-1,
Ha-0-AR-148-2
LAND USE No. 93178
Case No. 930093

Skamania Lodge
Hiking and Biking Trails

