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| WHEN RECORDED RETURN TO: Bonneville Power Administration TERR-3 PO Box 3621 Portland, OR 97208-3621 auditorium |
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| DOCUMENT TITLE(S) Land Use Agreement |
| REFERENCE NUMBER(S) of Documents assigned or released: BPA Case No.: 19950298 <input type="checkbox"/> Additional numbers on page _____ of document. |
| GRANTOR(S): The Bonneville Power Administration <input type="checkbox"/> Additional names on page _____ of document. |
| GRANTEE(S): John Brill <input type="checkbox"/> Additional names on page _____ of document. |
| LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): B.B. Bishop D.L.C. # 39, Section 16, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington. <input type="checkbox"/> Complete legal on page _____ of document. |
| TAX PARCEL NUMBER(S): 02071630030100 02071630030300 <input type="checkbox"/> 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

JAN 31 1997

TSR
TRACT No. HA-O-1002 and ST-3
LAND USE No. 950298
LINE: Hanford-Ostrander No. 1 and Stevenson Tap

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. John Brill
P.O. Box 211
North Bonneville, WA 98639

LAND USE AGREEMENT

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

The location of your use is partially within the B.B. Bishop DLC No. 39, Section 16, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, State of Washington, as shown on the attached segment of BPA Drawing No. 150451R DTM-D, marked Exhibit A.

PLEASE NOTE: BPA is not the owner of this property and, if you are not the owner, you must obtain the owners' permission to use this property. There may also be other uses of the property which 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.

BPA'S AGREEMENT IS CONTINGENT ON THE FOLLOWING CONDITIONS:

1. Maintain the installed guard devices near BPA's tower designated as HANF-OSTD 151/3, for the protection of BPA's structures.
2. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
3. BPA shall not be liable for damage to your property, facilities, or injury to persons which might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.

4. Storage of flammable materials or refueling of vehicles/equipment is prohibited.

Other uses and utilities on the right-of-way must be applied for separately.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION AND MUST ALSO BE COMPLIED WITH:

Hazard or Interference: The subject use of this easement area has been determined not to be a hazard to, nor 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 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 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 remove such hazard or interference at no expense to BPA.

Liability: You will have 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.

This Land Use Agreement becomes effective upon the commencement of use as set forth in the agreement. If you have any questions or concerns, please notify us. This agreement is a permit, revocable at will by the U.S., and does not convey any easement, estate, or interest in the land.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS FROM THE RECEIPT OF THE AGREEMENT, THE TERMS OF THE AGREEMENT WILL BE ASSUMED TO BE ACCEPTABLE. THE AGREEMENT WILL THEN BECOME A PART OF OUR PERMANENT FILE AND MAPPING SYSTEM.

You may direct any communication to this office, Bonneville Power Administration, Real Property Management (TSR), P.O. Box 3621, Portland, Oregon 97208, or by telephoning Libby Johnson at 1-800-836-6619 or directly at (503) 230-3244.

Tract No. HA-O-1002 & ST-3
LAND USE No. 950298

THIS AGREEMENT IS HEREBY AUTHORIZED

/s/ Renee M. Ferrera

**Renee M. Ferrera
Manager, Real Property Services**

Enclosure

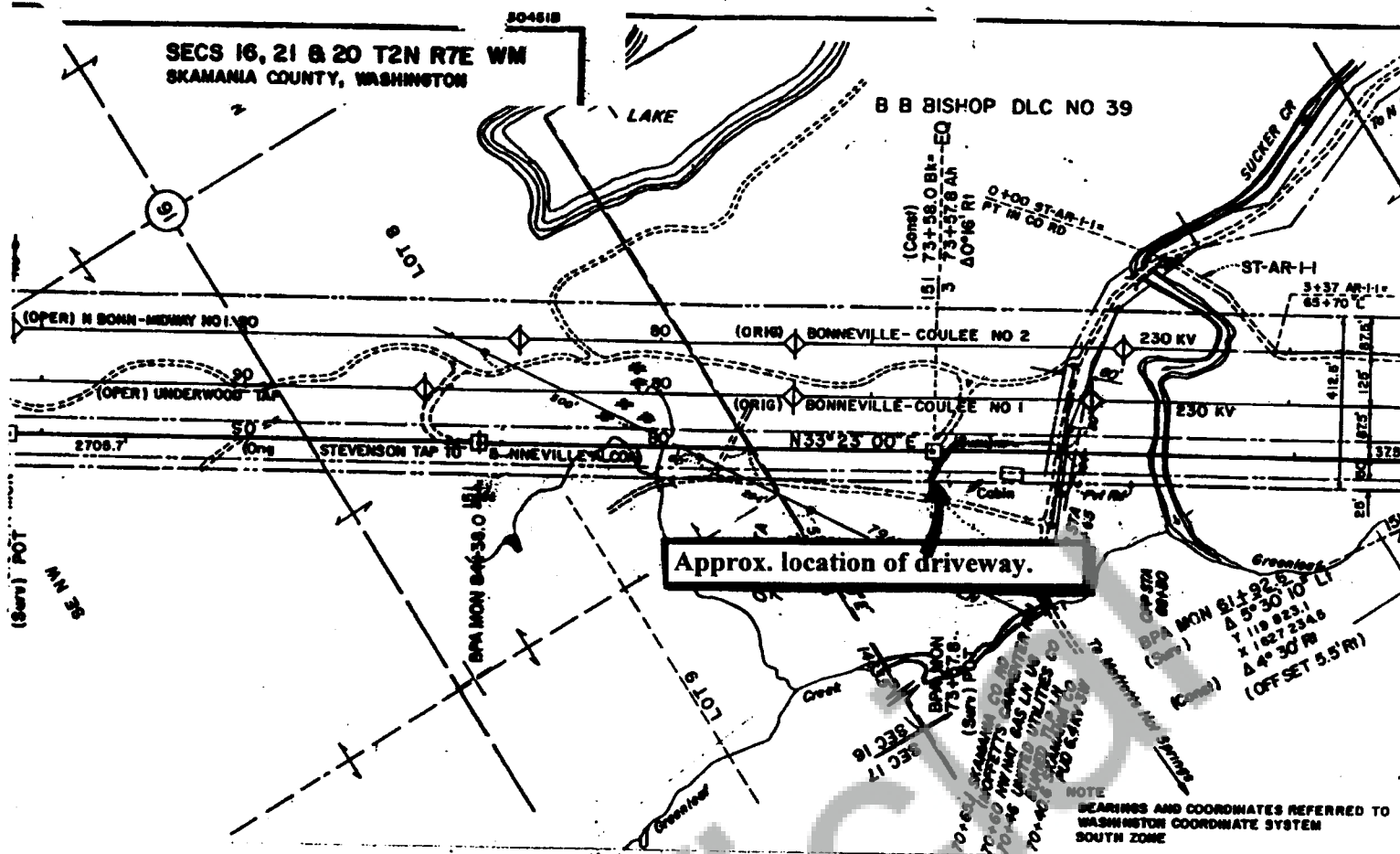
bcc:

**R.Gonzales - TFRF\The Dalles
Official File - TSR (Case No. 950298)**

 **LJohnson:lj:ko:x3244:01/29/97 (TSR:8996:W:\TSR\CASEFILE\950CASE#95029803.DOC)**

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Copy

**Tract No. HA-O-1002 & ST-3
LAND USE No. 950298**



Bonneville Power Administration
Exhibit A
Case No. 950298
T2N, R7E, Sec 16
Skamania County, WA

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| SUPERSEDES DWG 150451 DTM-D | |
| The conductor curve shown is that used for determining tower locations | |
| CRD. WBS. | AT ICE |
| CONDUCTOR | AT ICE |
| INSULATORS IN A S RWP LBS DEAD END LBS | |
| UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON | |
| HANFORD-OSTRANDER NO 1 500 KV TRANSMISSION LINE MILE 151 OF 183 MILES FROM HANFORD (SESS) | |
| SS SER 14482 ACC ORG R/W STEVENSON TAP TO BONNEVILLE - ALCOA (1980) | |
| PROFILE SER 150451S | |
| DESIGNED BY: LMC & GS | |
| DATE: 11-10-77 | |
| BY: 150451R DTM-D | |