

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.: 19990020

☐ Additional numbers on page _____ of document.

GRANTOR(S):

The Bonneville Power Administration

☐ Additional names on page _____ of document.

GRANTEE(S):

Doug McKenzie

☐ Additional names on page _____ of document.

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

NE1/4 NE1/4, in Section 20, Township 2 North, Range, 7 East, Willamette Meridian, Skamania County, Washington.

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

02072010020100
02071740030000

☐ 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
3920 Columbia View Drive E.
The Dalles, Oregon 97058**

In reply refer to:
TRACT No. NB-V-1-A-2

**LAND USE No. 19990020
LINE: N. BONNEVILLE-VANCOUVER NO 172 (LT CKT OPER AS N. BONNEVILLE-
ROSS 1 RT CKT OPER AS N.BONNEVILLE-ROSS NO 2**

CERTIFIED - RETURN RECEIPT REQUESTED

**Mr. Doug McKenzie
PO Box 273
North Bonneville, WA. 98639**

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a Drain field, DriveWay, and Additional Pastureland.

The location of your use is partially within the NE1/4 NE1/4 SECTION 20, Township 2N, Range 7E, WM Meridian, SKAMANIA County, State of WASHINGTON, as shown on the attached segment of BPA drawings marked exhibit A and exhibit B.

PLEASE NOTE: 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 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 a minimum distance of 15 feet between construction equipment and transmission line conductors (wires).**
- 2. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.**

3. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA wood pole structure or guy anchor ground attachment point.
4. **ENVIRONMENTAL RESPONSIBILITY:** You shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state or federal laws or regulations applicable to the facility. You shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. You shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by you. Violations of such requirements by you shall make this agreement voidable at the election of BPA.
5. No storage of flammable materials is allowed on the Right-of-Way.
6. No refueling of vehicles or equipment is allowed on the Right-of-Way.
7. Underground utilities (e.g. drain field, pipes, etc) should be well marked. Posts should be provided around perimeter to protect drainpipes from being driven over.
8. Additional pasture land will not impede access to BPA structures
9. All pipe with in BPA Right-of-Way but outside the drainfield should be designed to withstand HS 20 loading.

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 Services, 3920 Columbia View Drive E., The Dalles, Oregon by telephoning Curtis Hickman at 541-296-4586.

THIS AGREEMENT IS HEREBY AUTHORIZED



bcc:

Helicopter Pilot - TC/Portland

L. Johnson - TFR/The Dalles

R. Gonzales - TFR/The Dalles

Official File - TSR (Case No. 990020)

CRHickman:jd:x8905:11/06/98 (TSR:W:\CASEFILE\990\CASE\99002002.DOC)

Redmond Area Office

Official File - TSR-3 (Case No. 19990020)

Author Line

		0-ONE FOUR NINE FIVE A-THREE	REVISION	DATED APPROVED
1986 2ME	MUNNEVILLE POWER ADMINISTRATION			
	NORTH BONNEVILLE-VANCOUVER			
	230 KV SINGLE CIRCUIT NO 3			
	LONG MILE I FROM BONNEVILLE (6263)			
	SECS 17 B2D 12N RTE WPM SHAMANA CO WASH			
OS	as	IO-9-41	1 or 35	
		14821	CIBS-340-04	