

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.: 20050207

☐ Additional numbers on page _____ of document.

GRANTOR(S):

The Bonneville Power Administration

☐ Additional names on page _____ of document.

GRANTEE(S):

NW Natural

☐ Additional names on page _____ of document.

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

G.W. Johnson D.L.C. #38, in Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

☐ 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
PO Box 61409
Vancouver, WA 98662

February 25, 2005

In reply refer to: TRFS/TPP-4 VanMall
TRACT No. BCV-1
CASE No. 20050207
LINE: Bonneville-Vancouver (Operating as Bonneville-Sifton No. 1 &
Bonneville-Alcoa No. 2)

CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Myra Parker
NW Natural
220 NW 2nd Ave.
Portland, OR 97209

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 one-inch polyethylene service line.

The location of your use is partially within the G.W. Johnson DLC No. 38, of Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, State of Washington, as approximately shown on the attached segment of BPA Drawing No. 150451D, marked as Exhibit A, and your plan drawing marked 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 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.

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). To ensure safety of workers, and uninterrupted operation of transmission lines, applicant shall employ safety watcher during any construction activities occurring under the conductors or lifting of equipment, which may come into contact with the conductors.

2. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
3. Maintain a minimum standard distance of at least 50 feet between your facilities and the point where the transmission line steel lattice structures enter the earth. e.
4. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock.
5. Design the buried service line to withstand HS-20 loading from BPA's heavy vehicles.
6. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
7. Mark the location of the underground service line with permanent signs, and maintain such markings, where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
8. Restore BPA's right-of-way to its original condition, or better following construction. No grade changes to facilitate disposal of overburden shall be allowed.
9. 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.
10. Damage to BPA property, resulting from your use, shall be repaired or replaced by BPA at its option. The actual costs of such repair or replacement shall be charged to and paid by you.
11. You shall not make any changes or additions to permitted 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 Estate Field Services (TRFS/TPP-4 VanMall) PO Box 61409, Vancouver, WA 98662, or by calling me at Portland number 503-360-5999 ext. 6461, or directly at 360-619-6461.

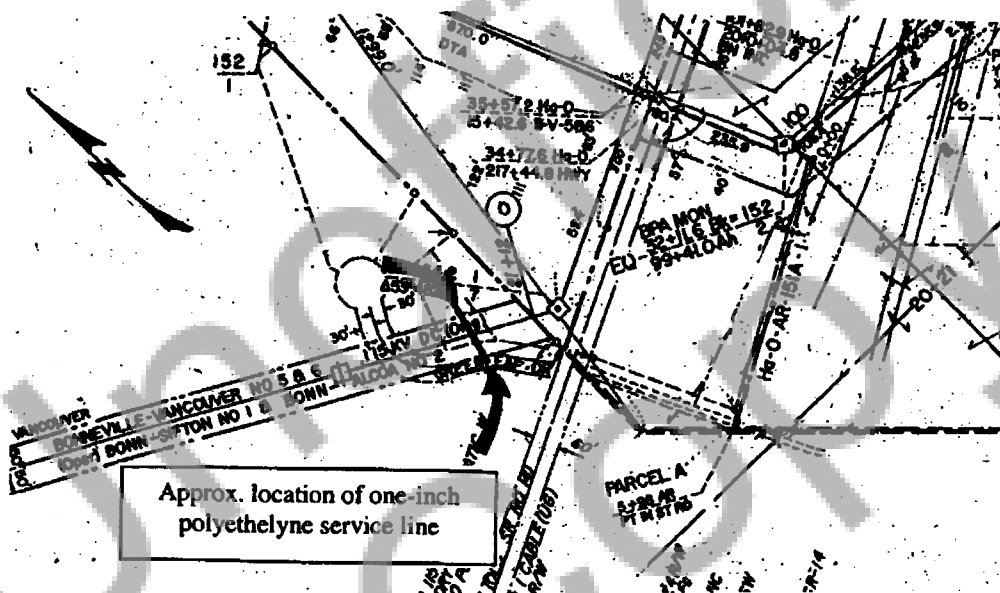
THIS AGREEMENT IS HEREBY AUTHORIZED


Joan Dietz
Realty Specialist

bcc: TFOp
D. Swanson ~~FFOP~~/VancTLM
Helicopter Patrol - TC/Hangar
Official File - TR/TPP4 (Case No. 20050207)

JDietz:jd:6461(w:tsr:casefile#20050207LUA.doc

Exhibit A
Case No. 20050207
Tract No. BCV-1
Line: Bonneville-Vancouver
(Operating as Bonn-Sifton No. 1 and Bonn-Alcoa No. 2)
Portion of BPA Drawing No. 150451D
Portion of G.W. Johnson DLC No. 38, Section 20, T2N, R7E, WM,
Skamania County, Washington



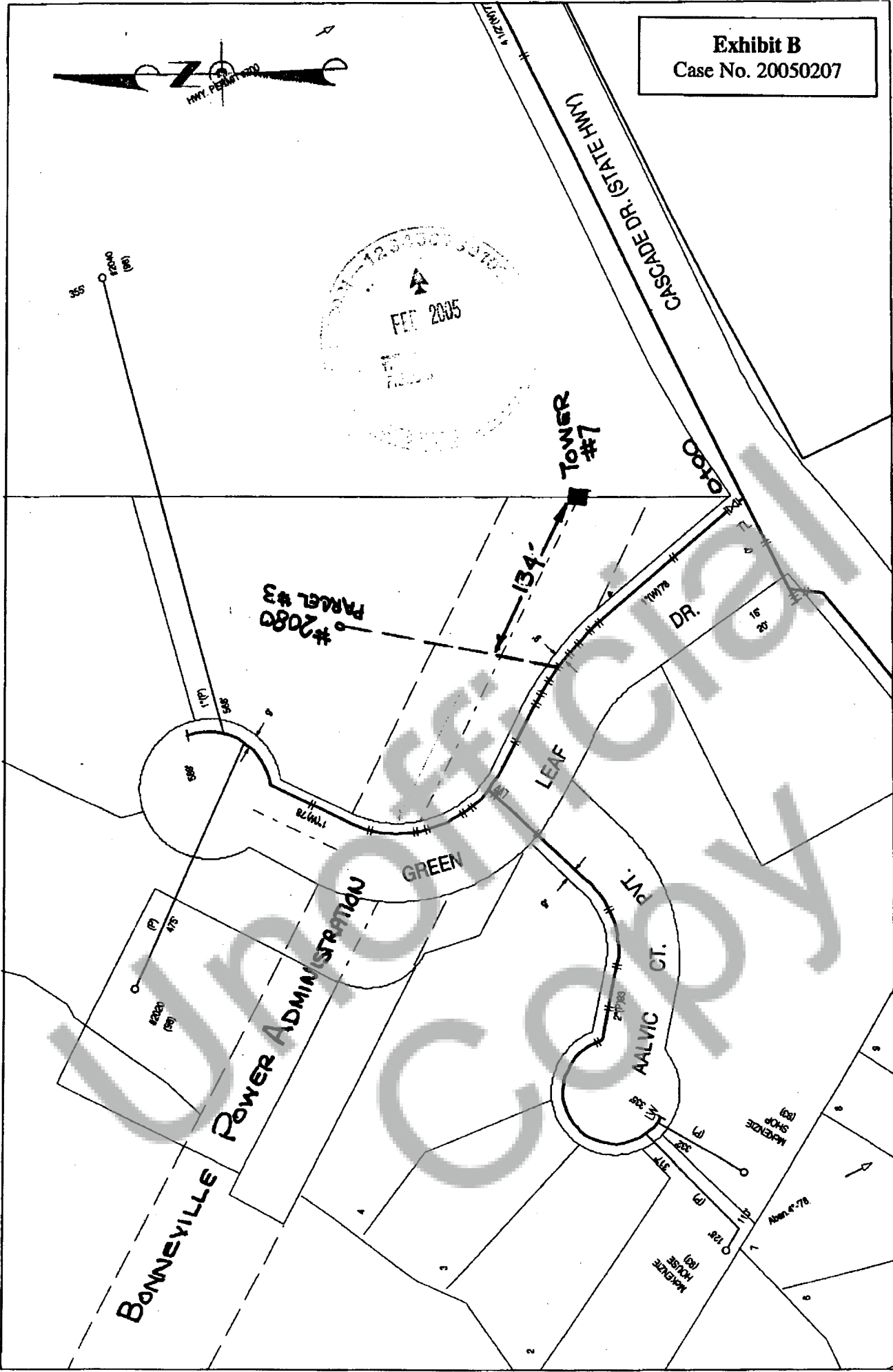


Exhibit B
Case No. 20050207

NW Natural (503)226-4211	PLAT: 1-013-098 COUNTY: SKAMANIA TOWNSHIP: T02N RANGE: R07E SECTION: 20NE	SCALE: 1 IN = 100 FT	02/01/05 16:06
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