

WHEN RECORDED RETURN TO:

Kendel D. Emmerson
PO Box 279
North Bonneville WA 98639

DOCUMENT TITLE(S):

Land Use Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

BPA Case No. 20180102

GRANTOR:

The Bonneville Power Administration

SKAMANIA COUNTY
REAL ESTATE TAX

N/A

JAN 24 2018

GRANTEE:

Kendel D Emmerson, an unmarried woman

PAID

N/A

Christy J. J. J. J.
SKAMANIA COUNTY TREASURER

ABBREVIATED LEGAL DESCRIPTION:

NE ¼ NE ¼, in Section 2 North, Range 7 East of Willamette Meridian, Skamania County,
Washington

TAX PARCEL NUMBER(S):

02-07-17-4-0-0300-00

02-07-20-1-0-0201-00



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

January 18, 2018

BPA Case No.: 20180102
Tract No.(s): NB-V-1-A-2; NB-V-1-A-3
Line Name(s): North Bonneville-Vancouver 1&2
(Operating as North Bonneville-Troutdale No. 2)
(Operating as North Bonneville-Ross No. 2)
ADNO(s): 7150; 7151
Location: Str. No.(s): 1/1 – 1/3

LAND USE AGREEMENT
Consent to Use of BPA's Easement Area

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and Kendel D. Emmerson ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

A portion of the G. W. Johnson Donation Land Claim No. 38 lying in Section 17 and Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, State of Washington, as shown on the attached segment of BPA Drawing No. 40201, marked as **Exhibit A**.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for an existing driveway and associated existing access to Holder's property along with existing fenced pastureland for the future grazing of animals ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if used in the manner and at the location shown on **Exhibit A**, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.

2. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
3. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
4. Holder acknowledges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
5. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
6. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. 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.
9. BPA may terminate this Agreement upon 30 days written notice if Holder fails to cure a material breach of this Agreement within 30 days written notice of such breach. Holder shall, within 60 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the Property to condition satisfactory to BPA. Upon Holder's failure to vacate and restore the Property within the above stated time period, BPA may remove Holder's Facility and restore the Property impacted by Holder's use at Holder's expense.
10. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
11. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
12. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA 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.
13. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holders.


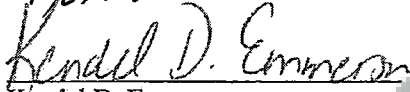
14. Holder's contact information:


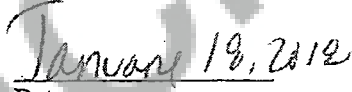
NAME: Kendel D. Emmerson
ADDRESS: 641 NE 70th Avenue
Portland, OR 97213

PHONE: 503-703-7734
EMAIL: kendel.emmerson@gmail.com


Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of all parties.



Kendel D. Emmerson



Date

THIS AGREEMENT IS HEREBY AUTHORIZED:


Laura Loop, PMP
Realty Specialist
Bonneville Power Administration


Date

NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Harley Canaday ("BPA Representative") by telephone at 503-230-5545 or send written correspondence to the address listed at the top of this Agreement.

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 PAUL A. RAY, ADMINISTRATOR

NORTH BONNEVILLE-VANCOUVER 182
 230 KV DOUBLE CIRCUIT-TRANSMISSION LINE
 LONG MILE 1 FROM NORTH BONNEVILLE (6279)

DESIGNED BY J. H. HARRIS	CHECKED BY J. H. HARRIS	APPROVED BY Paul A. Ray	DATE 11-8-48	SHEET 1 OF 22
DRAWN BY J. H. HARRIS	PLACED IN FILE J. H. HARRIS	DATE 11-8-48	GROUP NO. 40201	BRIDGE NO. 249-01-340-D

Exhibit B

ADDITIONAL TERMS AND CONDITIONS

1. The driveway shall be for private residential use only.
2. The driveway shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, steel poles, concrete poles, and concrete foundations enter the earth. A horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
3. BPA shall have the right to use the driveway for access both to and along its transmission line right-of-way, for maintenance purposes.
4. The driveway shall be maintained to withstand an HS-25 type loading caused by BPA heavy maintenance vehicles.
5. The fence shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, steel poles, concrete poles, and concrete foundations enter the earth. A horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
6. The fence shall contain a 16 foot gate for access by BPA maintenance vehicles and shall be strategically placed to allow BPA line trucks through to the structures. Gates may be locked, provided a BPA lock is also included in the locking mechanism.
7. Access to BPA structures shall remain open and unobstructed at all times.
8. Equipment, machinery, and vehicles traveling within BPA's Easement Area shall remain at least 25 feet away from any BPA structure or guy anchor ground attachment point.
9. Equipment, machinery, and vehicles traveling within BPA's Easement shall maintain a minimum distance of 15 feet from the transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means. If there is the possibility that any equipment, machinery, or vehicles can encroach on this distance, then a safety watcher needs to be present.
10. Overburden grade changes to existing ground elevations while using BPA's Easement Area is prohibited.
11. BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed right-of-way or access road use shall be repaired at the applicant's expense.

12. Holder is prohibited from connecting utilities, in any fashion (whether temporary or permanent), to any permitted items (including structures), within BPA's Easement Area.
13. Construction of additional transmission lines within the currently unoccupied portion of BPA's Easement Area may occur. Should Holder's use interfere with the construction, use or maintenance of said line, Holder will be required to remove such interference off BPA's Easement Area at no expense to BPA.
14. All uses of the right-of-way shall meet applicable local/state/federal/national codes.
15. No storage of flammable materials is allowed on the right-of-way.
16. No refueling of vehicles or equipment is allowed on the right-of-way.
17. Brush piles or burning within BPA's Easement Area is prohibited. Smoke can conduct electricity. Electricity traveling down the smoke could potentially cause a deadly situation for anyone standing on or near the point where the electricity contacts the ground.
18. Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration.
19. Notice: BPA's Easement Area is patrolled by helicopter. Animals may be frightened by aircraft noise.