

Lessee:	UNITED STATE DEPT. OF INTERIOR)	
	BUREAU OF LAND MANAGEMENT)	
	1103 N. Fancher Road)	
	Spokane Valley WA, 99212)	
)	COOPERATIVE USE AND
)	LEASE AGREEMENT
)	(Existing Facilities)
Issued:	February 5, 2007)	
)	
Lessors:	Stephen DeRuyter and Sharon DeRuyter)	
	Husband and Wife)	
)	
No.:	MOU-8322-OR130-07-001)	
)	

This Cooperative Use and Lease Agreement is entered into as a mutual benefit of both parties, named above, and is authorized pursuant to Section 307(b) of the Federal Land Policy and Management Act (43 U.S.C. 1837(b)).

Whereas, Peterson Road is a private road, a portion of which meanders across the property lines of both Lessors and Lessee. The road is utilized by the United States Department of Interior, Bureau of Land Management, hereinafter called Lessee, along with the people of the United States to access the Juniper Dunes Wilderness Area and Juniper Forest. The road is also utilized by the Lessor in the course of managing a dairy farm and associated agricultural fields. The Lessee and Lessors agree that a cooperative effort is needed to protect the Lessors' property and concurrently provide public access to the public lands.

Lessors hereby grant permission to the Lessee for the use and control of the Lessors' portion of the Peterson Road described below and depicted in Exhibit A, including the right of access for the people of the United States generally to lands administered or controlled by the Lessee, for all lawful and proper purposes subject to reasonable rules and regulation of the Secretary of the Interior and this Cooperative Use and Lease Agreement. This grant of permission for the use and control of the road shall be for a term of two years, commencing upon execution of this Cooperative Use and Lease Agreement by all parties and subject to the terms and conditions expressed herein.

Willamette Meridian, Franklin County, Washington:
T. 10 N. R. 31 E., Peterson Road tracks the section lines between
Sections 16, 17, 20 and 21.

CONDITIONS

1. The Lessee and its authorized users including the public, shall have right of entry onto the portion of Peterson Road within Lessors real property, subject to notification by the Lessors that the road is to be closed to the public to allow the Lessors unfettered and exclusive access and use of Peterson Road for the purpose of planting and harvesting crops and for other agricultural uses. Lessors shall provide written notification to the Lessee of Lessors' exercise of their right of closure of Peterson Road within Fifteen (15) days of the requested date of road closure. Lessee shall upon receipt of written notification from the Lessor advise the public of the closure of Peterson Road and shall take other such steps to prohibit the use of that portion of Peterson Road covered by this cooperative use and lease agreement, by the public. During the closure of Peterson Road, public use of the road will be prohibited, except that Lessee's personnel, county, state and federal law enforcement, fire suppression crews and other emergency service personnel shall have right of use of Peterson Road.
2. BLM will support and assist other Federal, State and County law enforcement agencies in the performance of their normal law enforcement responsibilities on said portion of Peterson road. The DeRuyters agree that the Franklin County Sheriff's Department may conduct regular patrol duties upon that portion of Peterson road covered by this agreement.
3. Both parties agree to cooperate on developing a plan to educate and inform the public of the location of property lines through signage, interpretive kiosks, fences, and gates within 90 days of issuance of the Cooperative Use and Lease Agreement.
4. The Lessee will bear the costs of designing, purchasing, installing and maintaining any facilities, structures, signs, and/or roads identified in the plan in Condition 3 and shall maintain such facilities, structures, signs, roads to standards of good repair and safety.
5. Lessee shall be solely responsible for maintaining Peterson Road in good repair and condition to allow for safe travel by motor vehicles, including that portion lying within Lessors' real property. No widening of Peterson Road that lies within Lessors' real property shall be undertaken without the express written consent of Lessors. The Lessee shall be liable for all damages caused by the exercise of the rights and duties herein to the extent provided by the Federal Tort Claims Act 28 USC 2671-2680.

6. This Cooperative Use and Lease Agreement may be terminated by Lessor upon the grounds of abuse of the use of Peterson Road by the public, or failure of the Lessee to maintain Peterson Road for safe travel and use, prevent abuses of use of Peterson Road by the public, including failure to maintain safe driving practices by the public or to take legal action against those driving recklessly, carelessly or otherwise interfering with the safe enjoyment of the area and road by all parties, including other members of the public. Lessors shall provide Lessee with thirty (30) days written notification of the termination of this Cooperative Use and Lease Agreement, and shall specify the reasons for such termination.

/S/ Stephen DeRuyter

STEPHEN DERUYTER

/S/ Sharon DeRuyter

SHARON DERUYTER

BUREAU OF LAND MANAGEMENT

By: /S/ Robert B. Towne

Robert Towne

Title: District Manager, Spokane