



## Department of Energy

Bonneville Power Administration  
914 Ave D  
Snohomish, WA 98290

June 22, 2000

In reply refer to: TRF-Snohomish

TRACT No. CO-S-300; 301

CASE No. 20000246

LINE: Grand-Coulee-Olympia Project (OPER as Olympia-Grand Coulee No. 1); Tacoma-Grand Coulee No. 1 (OPER as Covington-Columbia No. 3)

**CERTIFIED - RETURN RECEIPT REQUESTED**

The Mountaineers  
300 Third Ave. West  
Seattle, WA 98119  
ATTN: David L. Claar

### 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 proposed use of road within Right-Of-Way.

The location of your use is partially within the SE1/4SE1/4 sec. 27 & NE1/4NE1/4 sec. 34 of Township 21N, Range 12E, Willamette Meridian, Kititas County, State of WA, as shown on the attached segment of BPA Drawing #51819, marked Exhibit (A).

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. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
2. Maintain a minimum distance of at least 50 feet between your road project and the point where the transmission line steel lattice structure enters the earth. If this clearance cannot be met, install guard devices such as barriers,

guardrails, or posts, for the protection of BPA's structures. Specifications and installation plans for these protective structures must be submitted to and approved by BPA prior to construction. (The road appears to come within the 50 foot limit for distance from the road to the closest tower leg. It may be because the terrain naturally protects the tower that no barriers or guard post will need to be installed. TLM will determine whether or not protection is needed.)

3. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
4. Log decking and storage of logs on the BPA Right-Of-Way is not allowed.
5. The road shall be for private use only.
6. Construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors.
7. BPA needs to use the road for access to its structures, both to and along its transmission line Right-Of-Way, for maintenance purposes.
8. Provide an approach off edge of road wide enough to be turned into a minimum 16 ft. wide access road on the Right-Of-Way.
9. 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. If the design of the road requires cutting or filling, the elevations of the proposed finished grade and original ground grade shall be submitted to this office for final approval.
10. 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.
11. 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.
12. Construction/installation, use, and maintenance of the road shall be at no cost to BPA.
13. Modification of your present use requires BPA's written approval prior to implementation.
14. You should be aware that: (a) Immediate access may be required during power outages or other emergency situations resulting in the destruction or removal of fences or structures on the right-of-way; and (b) BPA will NOT be

liable for ANY damage to your property which might occur as a result of maintenance activities.

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.

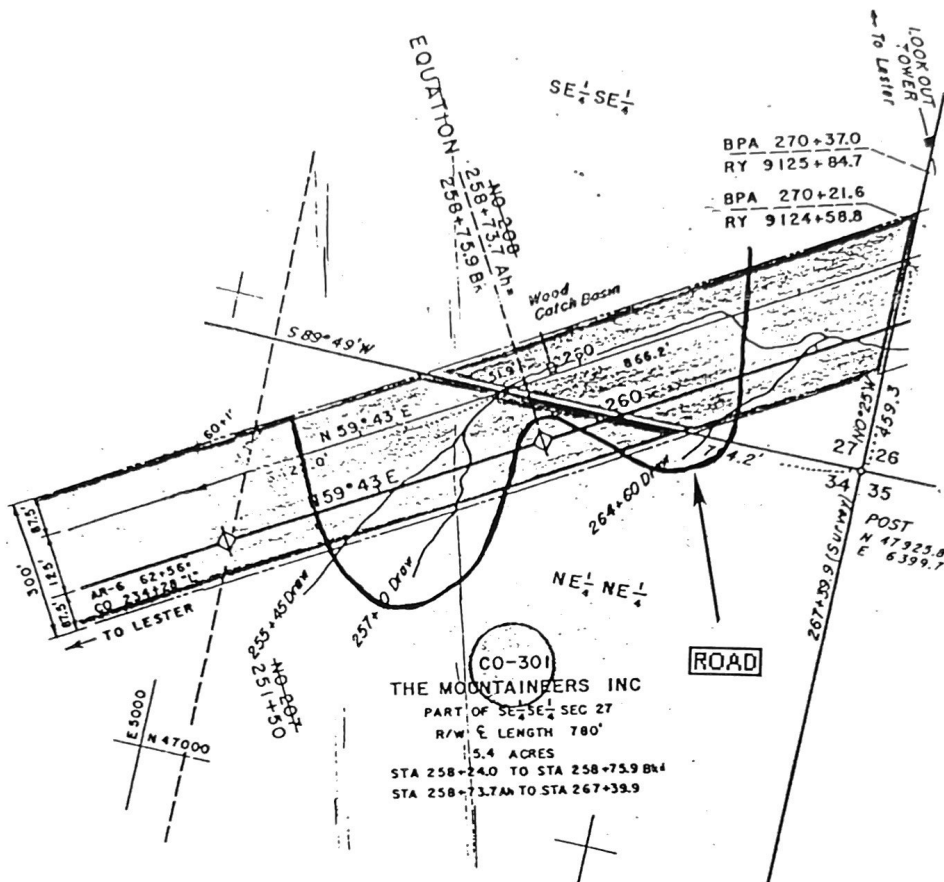
This Land Use Agreement becomes effective upon the commencement of use as set forth in the Agreement. If you have any questions or concerns, please notify us. This Agreement is a permit, revocable at will by the U.S., and does not convey any easement, estate, or interest in the land.

**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 Estate Field Services (TRF-Snohomish), 914 Ave D, Snohomish, WA 98290, or by telephoning Jill M. Gaston at 360-568-8575.

THIS AGREEMENT IS HEREBY AUTHORIZED

  
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Jill M. Gaston  
Realty Specialist



### EXHIBIT A

The Mountaineers  
Case No.: 20000246  
Tract No.: CO-S-300 and CO-S-301  
Line: Covington-Columbia No. 3

SE1/4SE1/4 SEC 27 & NE1/4NE1/4 SEC 34,  
T21N, R12E WM  
KITITAS COUNTY, WASHINGTON

UNITED STATES DEPARTMENT OF THE INTERIOR			
BONNEVILLE POWER ADMINISTRATION			
PAUL J. RYAN, ADMINISTRATION			
<b>GRAND COULEE-OLYMPIA PROJECT</b>			
LESTER-COLUMBIA SECTION MILE 19			
-287 KV TRANSMISSION LINE-			
SHORT MILE 89 FROM OLYMPIA (5202')			
Designed F.W.F.	Drawn F.W.F.	Checked E.H.	Approved Carl H. [Signature]
Date 1-31-51	Sheet 89 of 155	51819	461-01-D

OPERATED AS OLYMPIA-GRAND COULEE NO. 1

cc: Mountaineers  
ATTN: David L. Claar  
5100 NE 54<sup>th</sup>  
Seattle, WA 98105

bcc: Aircraft Services – TC Hangar/Portland  
ROW File – TFN/Snohomish  
D. Norgaard – TFNK/Covington  
Reading File – TRF/Snohomish  
Official File - TR-3 (Case No. 20000246)

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