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Davis Wright Tremaine LLP



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TEL (206) 622-3150
 FAX (206) 628-7699
 www.dwt.com

FACSIMILE TRANSMITTAL

Date: September 28, 2000

SEND TO**NAME****FIRM/COMPANY/CONFIRMATION NO.****FAX NUMBER**

Steve Coanie

(206) 284-6340

284-4977

FROM:

LaVerne Woods

Telephone: (206) 628-7792

Fax: (206) 628-7699

NUMBER OF PAGES (including cover page): 6Floor Sent From: 22Time Sent: 14:08 AM PMOperator: gjpRETURN TO SENDER: VIA INTRAOFFICE MAIL WILL PICK UP

EXTENSION: _____

COMMENTS:

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THE MOUNTAINEERS
300 THIRD AVENUE WEST
SEATTLE, WA 98119
(206) 284-6310 FAX: (206) 284-4977

LAVERNE Woods

TO:

FROM: STEVE COSTIE

COMPANY: DWT

DATE: 9/27/2000

FAX: 206-628-7699

RE: KITSAP / MEANY

PHONE: 206-628-7792

PAGES (including cover): 7

Urgent For Review Please Comment Please Reply Please Recycle

NOTES/COMMENTS:

LaVerne! Thank!

Call any time

S

For Ray Nelson
Meany Lwse



The desired Party & rights would be determined first what those are.

Jur 3 22, 2000

Department of Energy
Bonneville Power Administration
914 Ave D
Snohomish, WA 98290

In reply refer to: TRF-Snohomish

TR ACT No. CO-S-300; 301
CA SE No. 20000246

LIN E: 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. Clear

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, Kittitas 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,

The Mountaineers
need to determine
whether the
conditions
will work
for them
as typical
easement
conditions.

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, unless due to BPA's negligence or wilful misconduct.
11. Damage to BPA property, resulting from your use, shall be repaired or, if necessary, replaced by BPA at its option. The actual costs of such repair or replacement shall be charged to and paid by you. In order to restore BPA's property to the condition it was in before the damage occurred.
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. BPA shall not unreasonably withhold or delay its approval.
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

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mountaineers
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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. BPA shall not unreasonably withhold or delay its approval.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION AND MUST AL O 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, as provided in paragraph 11, above.

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.

Is this OK? This is a revocable license, rather than an easement.
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 Services (TRF-Snohomish), 914 Ave D, Snohomish, WA 98290, or by telephoning Jill M. Gaston at 360-568-8575.

THIS AGREEMENT IS HEREBY AUTHORIZED

Jill M. Gaston
Jill M. Gaston
Realty Specialist

July 22?
Locs like
this is
already
in force

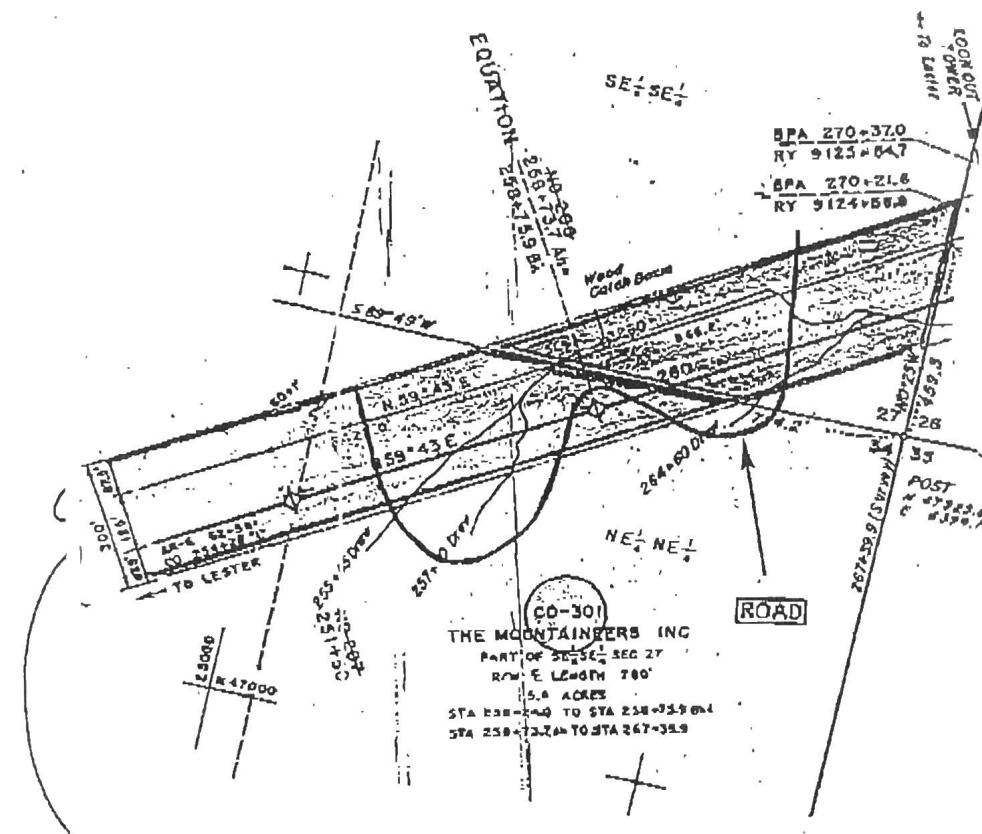


EXHIBIT A

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

SE1/4SEC1/4 SEC 27 & NE1/4NE1/4 SEC 34,
T21N, R12E WM
KITTIAS COUNTY, WASHINGTON

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
GRAND COULEE - OLYMPIA PROJECT
LESTER - COLUMBIA SECTION MILE 19
"BY TRANSMISSION LINE"
SHORT MILE 19 FROM OLYMPIA (52021)

TRANSF.	REMOVED	CHARGE
DATE	1-31-51	1-31-155
TIME	10:00 AM	10:00 AM
ROUTE	51819	41-01-BL-51

OPERATED AS OLYMPIA - GRAND COULEE NO 1

04/2000 WED 11:04 FAX
09/27/2000 14:50 2062844977

THE MOUNTAINEERS

006/006

PAGE 07

cc: Mountaineers
ATTN: David L. Claar
5100 NE 54th
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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4

Tract No. 301
Case No. 20000246

*For Ray Nelson
Meany Wadse*



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-Columiba No. 3)

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Seattle, WA 98119
ATTN: David L. Claar

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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.)

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

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Jill M. Gaston
Realty Specialist

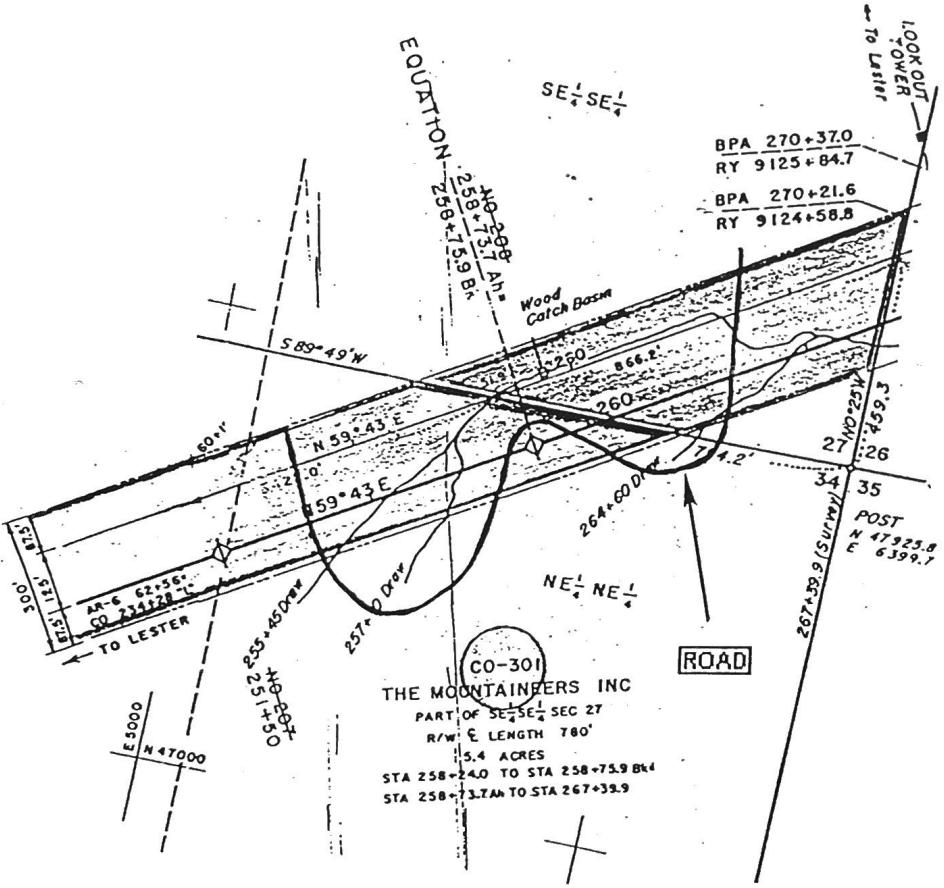


EXHIBIT A

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 S. RILEY, GENERAL MANAGER			
GRAND COULEE-OLYMPIA PROJECT			
LESTER-COLUMBIA SECTION MILE 19			
287 KV TRANSMISSION LINE			
SHORT MILE 89 FROM OLYMPIA (5202')			
OWNER	OPERATOR	CONTRACTOR	DATE
NAME	NAME	NAME	DATE
ADDRESS	ADDRESS	ADDRESS	ADDRESS
PHONE	PHONE	PHONE	PHONE
EM	EM	EM	EM
MAILING ADDRESS	MAILING ADDRESS	MAILING ADDRESS	MAILING ADDRESS
51819 461-01-00			
OPERATED AS OLYMPIA-GRAND COULEE NO 1			

cc: Mountaineers
ATTN: David L. Claar
5100 NE 54th
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)

Jgaston:jmg/bk/8575(W:\TSRF\2000Case\20000246.doc)