

200504130059  
Skagit County Auditor

4/13/2005 Page 1 of 8 11:19AM

**CHICAGO TITLE** IQB2636 ✓  
**ACCOMODATION RECORDING**

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity.

RETURN TO:

P. Hayden  
720 Murdock Street  
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

**Land Use Agreement**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

1. **Bonneville Power Administration, U.S. Department of Energy**
- 2.

GRANTEE(S) (Last name, first name and initials):

1. **City of Sedro-Woolley**
- 2.
- 3.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

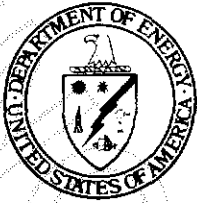
**Sauk Mountain View Estates North, Binding Site Plan**

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

**P121362**

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature



**Department of Energy**

Bonneville Power Administration  
914 Ave. D  
Snohomish, WA 98290

March 29, 2005

In reply refer to: CASE No. 20030362

**TRACT No. A-B-28-A-131 & S-BL-45-A-291**

**LINE: Sedro Woolley-Bellingham No. 1 & 2**

(Left Ckt Operated as Sedro Woolley-Bellingham No. 1)

(Right Ckt Operated as Murray Custer No. 1)

**Snohomish-Blaine No. 1**

(Operated as Murray-Custer No. 2)

**CERTIFIED - RETURN RECEIPT REQUESTED**

City of Sedro Woolley  
Attn: Ms. Lacy Lahr City Planner  
720 Murdock Street  
Sedro Woolley, WA 98284

*This agreement supersedes, modifies, and clarifies those previous Land Use Agreements dated November 28, 2003, and January 21, 2004. This agreement accurately describes the two tracts and the three transmission lines affected by this agreement. This agreement also includes additional uses and clarifies the prior uses covered in the previous agreements.*

**LAND USE AGREEMENT**

**SUPPLEMENT NO. 1**

Bonneville Power Administration (BPA) agrees to your use of BPA's easement area in the North section for the construction/installation, use, and maintenance of a passive park to be planted in grass, with possible future landscaping. A five-foot wide walking trail to be located within the passive park. Two future 60-foot wide road crossings, which are the westerly extensions of Cascadia, and Portobello, to include 36-foot wide paved roads, with curbs and sidewalks, 16-foot wide curb cut and locking bollards on the south side of Cascadia, 16-foot wide curb cut and locking bollards on both sides of Portobello. Underground utility crossings within Cascadia and Portobello, to include City of Sedro Woolley Sanitary storm sewer, PSE electric power and natural gas, Skagit PUD water, Verizon telephone, and Comcast cable. Utility plans must be submitted to BPA prior to installation. Additionally, rights for the existing paved portions of Cascadia, and Portobello, and the paved alley situated between Cascadia and Portobello, and future



200504130059

Skagit County Auditor

driveways for lots 13-22, together with 12" storm drains, 8" sanitary sewer, 8" water line, electric service, natural gas, and communication lines previously permitted to other parties are transferred to the City of Sedro Woolley and to the appropriate utility companies maintaining said utilities by this Supplement No.1 Agreement.

The location of your use is partially within the NE1/4NW1/4 of Section 18, Township 35 North, Range 5 East, Willamette Meridian, Skagit County, State of Washington, as shown on the attached segment of BPA Drawing No. 251734, marked as 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 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. Grade changes to existing ground elevations are not permitted. If grade changes are required, you must submit grading plans to this office for further approval by BPA. These plans should clearly indicate proposed finished elevations as well as existing ground elevations.
2. Maintain a minimum distance of 20 feet between construction equipment and transmission line conductors (wires).
3. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
4. Maintain a minimum distance of at least 50 feet between your roads, driveways, waterlines, storm drains and sewer line, electric service and natural gas lines, and communication lines, and the point where the transmission line steel lattice structure enters the earth.
5. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock.
6. Design the roads, driveways, waterlines, sewer line, storm drains, waterlines, electric, natural gas, and communication lines to withstand HS-20 loading from BPA's heavy vehicles.
7. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.



200504130059  
Skagit County Auditor

8. Bury the storm drains, water and sewer lines, electric service, natural gas, and communication lines, with a minimum cover of 36 inches. Construct and maintain the utilities to comply with applicable national, state, or local standards.
9. Mark the location of the underground storm drains, waterlines, sewer line, electric, natural gas, and communication lines, 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.
10. 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 project 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 project shall be at no cost to BPA.
13. SIXTEEN-FOOT WIDE CURB CUTS MUST BE PLACED IN THE SIDEWALKS AND ROADS ON BOTH SIDES OF PORTOBELLO AND ONE CURB CUT MUST BE PLACED ON THE SOUTH SIDE OF CASCADIA TO ALLOW BPA'S HEAVY EQUIPMENT ACCESS TO THE TRANSMISSION LINE EASEMENT. A LOCKING BOLLARD WILL BE PLACED ON THE SOUTH SIDE AND NORTH SIDE OF PORTOBELLO AND ONE LOCKING BOLLARD WILL BE PLACED ON THE SOUTH SIDE OF CASCADIA.
14. Blasting is not allowed within 1000 feet of BPA transmission lines. BPA personnel must be notified well in advance of any blasting in the area.
15. Modification of your present use requires BPA's written approval prior to implementation.
16. **ENVIRONMENTAL RESPONSIBILITY:** You shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state or federal laws or regulations applicable to the facility. You shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. You shall hold BPA harmless for any and all liability arising from the violation of such



200504130059

Skagit County Auditor

environmental requirements by you. Violations of such requirements by you shall make this agreement void at the election of BPA.

17. Construction material/equipment may not be stored on the BPA easement.

18. **Landscaping requires a separate tree and brush agreement from BPA. For information contact BPA Natural Resource Specialist Don Atkinson at 1-888-611-1746.**

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.**



200504130059  
Skagit County Auditor

You may direct any communication to this office, Bonneville Power Administration,  
Real Estate Field Services (TRFN/Snohomish) 914 Ave. D, Snohomish, WA 98290, or  
by telephoning Robert Thompson, at 360-568-2743.

THIS AGREEMENT IS HEREBY AUTHORIZED

*Robert Thompson*

Robert Thompson  
Realty Specialist



200504130059

Skagit County Auditor

4/13/2005 Page

6 of

8 11:19AM

cc:

Puget Sound Energy  
Attn: Mr. Ron Bott  
1700E College Way  
Mount Vernon, WA 98273-5611

Verizon  
Attn: Mr. Dennis Keller  
509 Pease Road  
Burlington, WA 98223

Skagit P.U.D. No. 1  
Attn: Mr. Dave Lang  
1415 Freeway Drive  
Mount Vernon, WA 98273

Comcast  
Attn: Mr. Casey Jones  
400 Sequoia Drive  
Bellingham, WA 98226

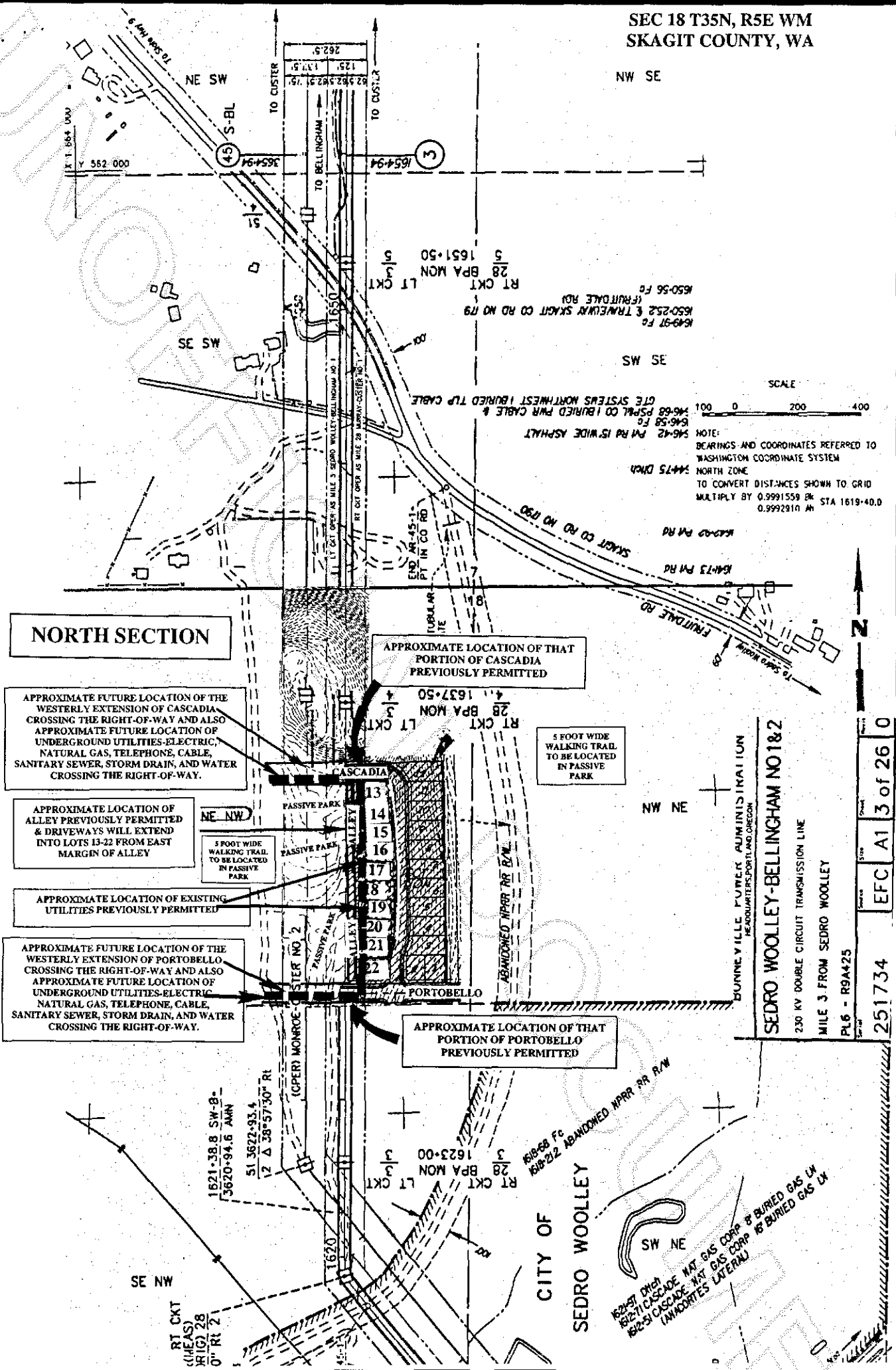


200504130059

Skagit County Auditor

4/13/2005 Page 7 of 8 11:19AM

SEC 18 T35N, R5E WM  
SKAGIT COUNTY, WA



**NORTH SECTION**

APPROXIMATE FUTURE LOCATION OF THE WESTERLY EXTENSION OF CASCADIA CROSSING THE RIGHT-OF-WAY AND ALSO APPROXIMATE FUTURE LOCATION OF UNDERGROUND UTILITIES-ELECTRIC, NATURAL GAS, TELEPHONE, CABLE, SANITARY SEWER, STORM DRAIN, AND WATER CROSSING THE RIGHT-OF-WAY.

APPROXIMATE LOCATION OF ALLEY PREVIOUSLY PERMITTED & DRIVEWAYS WILL EXTEND INTO LOTS 13-22 FROM EAST MARGIN OF ALLEY

APPROXIMATE LOCATION OF EXISTING UTILITIES PREVIOUSLY PERMITTED

APPROXIMATE FUTURE LOCATION OF THE WESTERLY EXTENSION OF PORTOBELLO CROSSING THE RIGHT-OF-WAY AND ALSO APPROXIMATE FUTURE LOCATION OF UNDERGROUND UTILITIES-ELECTRIC, NATURAL GAS, TELEPHONE, CABLE, SANITARY SEWER, STORM DRAIN, AND WATER CROSSING THE RIGHT-OF-WAY.

APPROXIMATE LOCATION OF THAT PORTION OF CASCADIA PREVIOUSLY PERMITTED

5 FOOT WIDE WALKING TRAIL TO BE LOCATED IN PASSIVE PARK

APPROXIMATE LOCATION OF THAT PORTION OF PORTOBELLO PREVIOUSLY PERMITTED

SEDRO WOOLLEY-BELLINGHAM NO.1&2

230 KV DOUBLE CIRCUIT TRANSMISSION LINE  
MILE 3 FROM SEDRO WOOLLEY  
PL6 - R9A425

251734 EFC A1 3 of 26 0

EXHIBIT A  
THE CITY OF SEDRO WOOLLE  
CASE NO. 20030362 SUPPLEMENT 1  
TRACT ID NO. S-BL-45-A-291, & A-B-2  
NE1/4NW1/4 SEC 18, T35N, R5EW  
SKAGIT COUNTY, WA  
PORTION OF BPA DWG NO 251734 SHEET  
SEDRO WOOLLEY-BELLINGHAM NO. 1 & 2

200504130059  
Skagit County Auditor

4/13/2005 Page 8 of 8 11:19AM

(LEFT CKT OPERATED AS MILE 3 SEDRO WOOLLEY BELLINGHAM NO. 1)  
(RIGHT CKT OPERATED AS MILE 28 MURRAY-CUSTER NO. 1)  
SNOHOMISH-BLAINE NO. 1  
(OPERATED AS MURRAY-CUSTER NO.2)

**NORTH SECTION**

PASSIVE PARK, FIVE-FOOT WIDE WALKING TRAIL, 60-FOOT WIDE ROAD CROSSING (CASCADIA), & UNDERGROUND UTILITY CROSSINGS ALONG (CASCADIA), 60-FOOT WIDE ROAD CROSSING (PORTOBELLO) & UNDERGROUND UTILITY CROSSINGS ALONG (PORTOBELLO)  
ASPHALT ALLEY SITUATED BETWEEN PORTOBELLO & CASCADIA AND UNDERGROUND UTILITIES SITUATED ALONG THE EAST MARGIN OF THE ALLEY AND DRIVEWAYS EXTENDING INTO LOTS 13-22 FROM THE EAST MARGIN OF THE ALLEY