



200504130060

Skagit County Auditor

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6 11:19AM

CHICAGO TITLE **IQB2636** ✓
ACCOMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
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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. **Lange, John and Lange, Gayle**
3. **Sauk Mountain View Estates, South Homeowners Association**

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

Sauk Mountain View Estates South, Binding Site Plan

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

P39370

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. 20040282

Tract Nos: **A-B-28-A-130, and S-BL-45-A-291**

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

(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)

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. John Lange
1427 231st Street SE
Bothell, WA 98021

Sauk Mountain View Estates
1427 231st Street SE
Bothell, WA 98021

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

This agreement supersedes, modifies, and clarifies that Land Use Agreement dated August 13, 2004. This agreement accurately describes the two tracts and the three transmission lines affected by this agreement. This agreement eliminates the fence and community park permitted in the previous agreement by incorporating a Passive Park/Open Space.

LAND USE AGREEMENT

SUPPLEMENT NO. 1

Bonneville Power Administration (BPA) hereby agrees to the City of Sedro Woolley's use of BPA's easement area in the South section for construction/installation, use, and maintenance of a 20-foot wide walking trail, to be graveled 12 feet in width within BPA's existing right-of-way road.

Bonneville Power Administration (BPA) hereby agrees to **John Lange** and the **Sauk Mountain View Estates South Homeowners Associations** use of BPA's easement area in the South section for construction/installation, use, and maintenance of a Passive Park/Open Space and will be seeded in grass only. No additional facilities.

The location of your uses are partially within the SE1/4NW1/4 of Section 18, Township 35 North, Range 05 East, Willamette Meridian, Skagit County, State of Washington, as shown on the attached segment of BPA Drawing No. 251734 sheet 3 of 26, marked as Exhibit A.



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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. Maintain a minimum distance of 20 feet between construction equipment and transmission line conductors (wires).
2. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
3. Maintain a minimum distance of at least 50 feet between your facilities and the point where the transmission line steel lattice structure enters the earth.
4. Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock.
5. Design the 20-foot wide trail to withstand HS-20 loading from BPA's heavy vehicles. The trail will be graveled to a width of 12 feet to accommodate BPA's vehicles. The trail shall be maintained by the City of Sedro Woolley.
6. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
7. Grade changes to existing ground elevations are not permitted.
8. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA steel lattice structure or guy anchor ground attachment point.
9. 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.
10. 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.
11. Construction/installation, use, and maintenance of the open space, and trail (facilities) shall be at no cost to BPA.



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12. Modification of your present use requires BPA's written approval prior to implementation.

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

14. **Landscaping requires a separate tree and brush agreement from BPA. For information contact BPA Natural Resources 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.



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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 (TRFN/Snohomish) 914 Ave. D, Snohomish, WA 98290, or by telephoning Robert A. Thompson at 360-568-2743.

THIS AGREEMENT IS HEREBY AUTHORIZED


Robert A. Thompson
Realty Specialist



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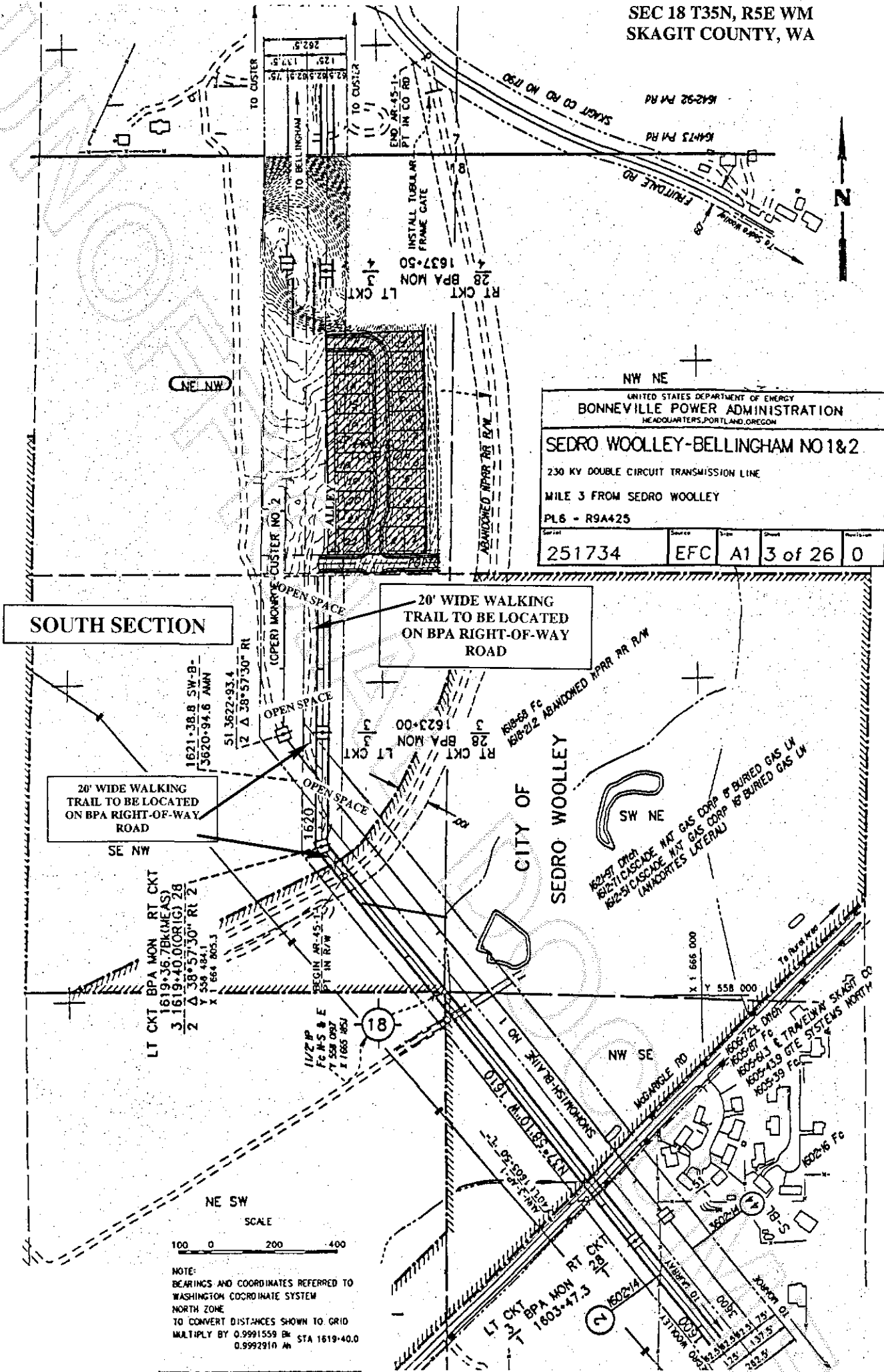


EXHIBIT A
JOHN A. LANGE, SAUK MOUNTAIN VIEW ESTATES, & THE CITY OF SEDRO WOOLLEY
CASE NO. 20040282
TRACT ID NO. A-B-28-A-130, & S-BL-45-A-291
SE1/4NW1/4 SEC 18, T35N, R5EWM
SKAGIT COUNTY, WA
PORTION OF BPA DWG NO 251734 SHEET 3 OF 26
SEDRO WOOLLEY-BELLINGHAM NO. 1 & 2
(LEFT CKT OPERATED AS SEDRO WOOLLEY BELLINGHAM NO. 1 & RT CKT OPERATED AS MURRAY-CUSTER NO. 1)
SNOHOMISH-BLAINE NO. 1
(OPERATED AS MURRAY-CUSTER NO. 1)
SOUTH SECTION
20-FOOT WIDE WALKING TRAIL, & OPEN



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