## Department of Energy

Bonneville Power Administration
P.O. Box 3621

Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

September 27, 2022
In reply refer to: FOIA \#BPA-2022-00624-F

SENT VIA EMAIL ONLY TO: gcluen2002@yahoo.com


Dear Mr. Cluen,

This communication concerns your request for agency records submitted to the Bonneville Power Administration (BPA) and made via the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on March 23, 2022, and formally acknowledged on April 1, 2022.

## Request

"...any and all approvals and denials for development and associated documentation from Bonneville Power Authority (Vancouver, WA) regarding the following 2 properties: Clark County, WA property ID \# 158339000 Parcel \#20180118 / BPA Easement Clark County, WA property ID \# 158341000... ."

## Response

BPA collected 59 pages of responsive records from knowledgeable agency personnel in the agency's Recruitment and Placement office: Those pages accompany this communication, with the following redactions applied:

- 41 redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6)

A detailed explanation of the applied redactions and justifications follows.

## Explanation of Exemptions

The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine
statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

## Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records, when no overriding public interest in the information exists. BPA does not find an overriding public interest in a release of the information redacted under Exemption 6specifically, individuals' signatures and individual landowner names. BPA cannot waive these PII redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible, and has accordingly segregated the records into exempt and non-exempt portions.

## Fees

There are no fees associated with processing your FOIA request.

## Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search and information release described above. Your FOIA request BPA-2022-00624-F is now closed with the responsive agency information provided.

## Appeal

Note that the records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final records release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy

1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside,
(2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769
Questions about this communication may be directed to the agency's FOIA Public Liaison, James King, at jiking@bpa.gov or 503-230-7621. Questions may also be directed to Case Coordinator Thanh Knudson at etknudson@bpa.gov or 503-230-5221.

Sincerely,

Candice D. Palen
Freedom of Information/Privacy Act Officer
Responsive agency records accompany this communication.


# Department of Energy <br> Bonneville Power Administration <br> PO Box 3621 <br> Portland, OR 97218-3621 

May 9, 2019

| Case No.: <br> Tract Nos.: | 20180118 <br> BCV-31-A-148; BCV-31-A-149; BCV-31-A-150 |
| :--- | :--- |
| Line Name: | McNary - Ross No. I <br> ADNO: 7147; Structure: 170/5-170/6 |
| Line Name: | Bonneville - Vancouver <br> (operated as Bonneville PH1-Alcoa No. 2) |
|  | ADNO: 7111; Structure: 31/5-31/6 |
| Line Name: | Bonneville - Vancouver <br> (operated as Sifton - Ross No. 1) <br> ADNO: 7178; Structure: 3/5-3/6 |

## LAND USE AGREEMENT

Consent to Use of BPA's Easement Area
This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and AMERCO Real Estate Company ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

The John Bird D.L.C. No. 61 of Section 10, Township 2 North, Range 2 East, Willamette Meridian, Clark County, State of Washington, as shown on the attached segment of BPA Drawing No. 64970, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for uncovered RV and boat storage, $8^{\prime} 8^{\prime \prime}$ high metal security fencing and a bioretention facility ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the location shown on Exhibit A, attached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.
3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
5. Holder acknowledges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility. Contact: Charlene Belt, phone: 503-230-5518 or by email: crbelt@bpa.gov.
9. 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.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 60 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense.
[1. A copy of this Agreement shall be physically located at Holder's project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
11. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
12. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA 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.
13. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
14. Holder's contact information:

| NAME: | Dan Flatten <br> Marketing Company President <br> U-Haul Co. of Southern Washington <br> 2500 NE Andresen Road <br> Vancouver, WA 98661 |
| :--- | :--- |
| ADDRESS: |  |

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of all parties.


Title (if applicable)

## THIS AGREEMENT IS HEREBY AUTHORIZED:



Bonneville Power Administration
NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to $\$ 25,000$ will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Charlene Belt ("BPA Representative") by telephone at $503-230-5518$ or send written correspondence to the address listed at the top of this Agreement.


## EXHIBIT B <br> ADDITIONAL TERMS AND CONDITIONS

1. Inform BPA 10 days prior to the start of construction.
2. Maintain a minimum distance of at least 16 feet between Holder's Facility and the transmission line conductors (overhead wires) at all times. Do not measure this distance with a measuring tape, pole, or other physical means. If there is the possibility that any equipment can encroach on this distance, then a safety watcher will be required.
3. Maintain a minimum distance of at least $\underline{\mathbf{0}}$ feet between Holder's Facility and the transmission line structures.
4. Equipment, machinery, and vehicles traveling within BPA's Easement Area shall remain at least $\underline{\mathbf{5}}$ feet away from any BPA structure or guy anchor ground attachment point.
5. Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
6. Holder must adhere to Exhibit C - $180^{\prime}$ X $70^{\prime}$ NO PARKING AREA WITHIN BPA EASEMENT at all times.
7. When excavating, a minimum horizontal buffer zone of $\underline{\mathbf{5 0}}$ feet shall be maintained from any point where steel lattice tower legs enter the earth.
8. From the excavation buffer zone, a slope in the ratio of $\mathbf{2 : 1}$ (Horizontal:Vertical) or less shall be maintained. See Exhibit $D$ attached.
9. Overburden grade changes to existing ground elevations while excavating within BPA's Easement Area is prohibited.
10. Vegetation shall not exceed $\mathbf{1 0}$ feet in height, obstruct access to structures, or be planted within $\underline{\mathbf{5 0}}$ feet of any structure. No trees to be planted within the easement area. Any vegetation exceeding the height or obstruction limitation may be removed by BPA.
11. Any portion of Holder's Facility constructed within BPA's Easement Area shall be designed and built to withstand $\underline{\mathrm{HS}-25}$ loading for BPA's heavy vehicles.
12. The drain pipeline is approved at the location shown on the enclosed plan.
13. The drain pipeline shall be of non-metal material.
14. Bury and maintain the drain pipeline to a depth of 36 inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
15. Mark the location of the underground pipeline with permanent signs and maintain such signs where they enter and leave BPA's Easement Area, and at any angle points within BPA's Easement Area.
16. Holder shall not obstruct access to BPA's transmission line system. BPA personnel and/or its contractors must have access the transmission line system at all times.
17. Install gates in Holder's fence of not less than 16-feet in width for the passage of BPA vehicles. Gates may be locked, provided a BPA lock is also included in the locking mechanism.
18. BPA shall have the right to use the parking area for access to its structures, both to and along its transmission line right-of-way.
19. Construction of additional transmission lines within the currently unoccupied portion of BPA's Easement Area may occur. Should Holder's use interfere with the construction, use or maintenance of said line, Holder will be required to remove such interference off BPA's Easement Area at no expense to BPA.
20. Notice: Nuisance shocks may occur within BPA's Easement Area. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.


FIGURE 1 SHOWS THE TYPICAL LIMITS OF EXCAVATION AROUND BPA STEEL LATTICE TOWERS.


CASE \#20180118 - EXHIBIT D


In reply reter 10 :

ELMC
Contract No. EW-78-2-81-0018
Tract Nos. BCV-151, -152, -153, and -154
$J A N \perp 819 / 8$
Line: Bonneville-Vancouver (operated as SiftonRoss No. 1 and BorevilleAlcoa No. 2); and McNaryRoss Line

City of Vancouver
City Hall
210 East 13th Street
Vancouver, Washington 98660
Gentlemen:
Subject: Use of Bonneville Power Administration easement area for the installation, use, and maintenance of a sanitary sewer approximately 210 feet westerly of structures identified as SIFT ROSS 4/1 and BON ALCOA 32/1 and MC N ROSS 171/1, in the John Bird DLC No. 61 in Section 10, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington.

The above-described use of this easement area has been determined not to be a hazard to nor an interference with the Bonneville Power Administration's present use of this easement for electric transmission line purposes. Accordingly, there is no objection to such use, subject to the condition, however, that if such use should at any time become a hazard to the presently installed electrical facilities of the Administration, or any facilities added or constructed in the future, or should such use 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.

You, of course, will have to assume all risk of loss, damage or injury which may result from your use of the easement area, except for such loss, damage or injury as the Administration may be responsible for under the provisions of the Federal Tort Claims Act, 62 Stat. 982 , as amended. It is understood that any damage to the Administration's property caused by or resulting from your use of the easement area may be repaired by the Administration and the actual cost of such repair shall be charged against and be paid by you.

Save Energy and You stwe America!

Permit to City of Vancouver, Vancouver, Washington, dated $\qquad$ JAN 181978 Subj: Installation of Sanitary Sewer

The following conditions also must be complied with:

1. The installation, use and maintenance of your sanitary sewer shall be without cost to the Administration and shall in no way interfere with the Administration's operation and maintenance of its electrical facilities.
2. The pipeline shall be buried with a minimum cover of 36 inches.
3. You shall mark with permanent type markers the points where the sewerline enters and leaves the rights-of-way, and at any angle points within the rights-of-way.
4. The Administration shall not be liable for any damage to the sanitary sewer which may occur during maintenance or reconstruction of its facilities.

It is understood that the rights granted you hereunder by the Bonneville Power Administration are limited to the rights acquired by BPA, which are easement rights only, subject to existing rights of other parties, and that you will acquire the necessary rights from the owner of the underlying fee.

This permit is given with the express understanding that it is not assignable or transferable to other parties, without the prior written consent of the Administration.

This permit will become effective upon your returning this letter with your approving signature to the Bonneville Power Administration, P.O. Box 3621 , Portland, Oregon 97208 . The copy is for you to retain as your record.

Sincerely,

## (b)(6)

Makgaxyet M. Kageyery, head
Title/\& Land Management Section Branch of Land
The above permit is accepted and its terms agreed to on this $\qquad$ day of February, 1978.

CITY OF VANCOUVER


# 8605220028 

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& \text { Tract Nos. BCV-145, }-146, \\
& -147,-147 A,-148
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## AGREEMENT

This AGREEMEINT, made and entered into on this $\qquad$ day of
$\qquad$ , 1986, by and between the USTTED STATES OF AMERICA, acting through the Bonneville Power Administrator, as authorized by 16 U.S.C. 832, et seq., hereinafter called the Government, and the STAFE OF WABEIGGTON, Department of Transportation, acting by and through the secretary of Transportation, hereinafter called the state.

## 

WHEREAS, the State has acquired the omerahip of additional width for an unlimited access highway for $S R 500$, 117 th Avenue to Ward Road, as shown on that certain map of definite location for said highway. Sheet 2 of 4 Sheets, approved October 10, 1983, revised May 21, 1984, and on file in the office of the Secretary of Transportation in Olympia, over and across the following deacribeat tract of land:

A portion of Lota 1 and 2 of Sifton Garden Annex, according to the recorded plat thereof, a portion of the John Calder Donation Land Claim No. 44, and a portion of the John Bird Donation Land Claire No. 61, all lying within the South half of Section 10 , Township 2 North, Range 2 East, Willamette Meridian in Clark County, Washington.
which highway right-of-way crosses the prior easement a and rights-of-way of the Government for the Bonneville Power Administration's BonnevilleVancouver (operated as Mile 3 Slfton-Ross No. 1 and Mile 31 Bonneville-Alcoa No. 2) and McNary-Ross electric power transmission lines, as show on said Shat 2; a copy of which is attached hereto as Exhibit $A$ and by this reference made a part hereof; and

WHEREAS, that portion of the old highway right-of-way within the BPA Bonneville-Vancouver and McWary-Rose electric power transmission lines is covered under State of Washington Permit for Power Transmission Installations Upon Highway Right of Way wo. H8-66-43 (BPA Contract Ibp-3053, Tract Nos. BCV-91A, BCV-147A, BCV-154A) dated December 15, 1966; and

WIEREAS, it is the desire of said parties to adjust and modify the respective rights of said parties to permit the crossing of the Government's easement and right-of-way with a minimum of conflict;


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R-133235 \cdot 32
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IT IS THEREPORE AGEEED:

1. That the Government relinquishes any right it may have, except as set out in Item 2, to put any structure within said highway right-of-way as it is now proposed to be located and used uithout prior approval of the state.
2. Towars dealgnated as siFX R0ss 1-3-5, BCM ALCOK 2-31-5, and WC M ROSS 1-170-5 as presently located, kill be allcwed to resain within the highway right-of-way. Median barriers have been installed by the state to protect theae towerg, and shall be aintained at state expense. If, in the future, the state requires the relocstion of theme structures, eli costs associated therewith will be borne by the state.
3. The highway right-of-way is not limited to access, and the Government will continue to use existing accoss to its transaission line rights-of-way as said access is presently located on either side of the highway right-of-way.
4. That the Government reserves the right to erect, construct, operate, and maintain the conductors (wires) of the existing and future electric power transmission ling or lines over said highway right-of-way in such manner as will not interfere with or endanger the use of said right-of-way for highway purposes, as said highway is now proposed to be located and used.
5. Shouid any rights acquired by the state by this agreement no longer be used or needed for public highmay or road purposes, such rights granted shall terminate and revert to and revest in the covernment.
6. That any and all danage or injury to the Governsent's property caused by or resulting fros the construction or repair of the state's crossing or facilities may be repaired by the covernment and the actual costs of such repair be charged against and paid by the state.
7. The state covenants and agrees that it will couply with the terms and provisions of Title VI of the Civil Rights Act of 1964, 78 stat. 241, to the extent that the provisions of said act apply to the state. In the event of violation, the Government reserves the right to invoke the provisions of Section 17.4 of Title 43 C.F.R.
8. Wo Peaber of or Delegate to Congress, or Resident Conaissioner, shall be admittad to or share any part of this agreement, or to any benefit that may arise therefrom, but this prowision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

2
Tract Nos. BCV-145, -146, -147, -147A, $-148$

IN UITNESS MIEREOF，the parties hereto have executed this egreement on the day and year first above written．
UNITED SIATES of anselC
Department of Energy
Bonneville Power Administration


STATE OF พASHIDGTOM
Departaent of Fransportation


STATE OP ORECOM
$\boldsymbol{j}^{\text {）}}$ ss：
County of multnomah
On this day personaliy appeared before med $(b)(6)$
，to me known to be the $\qquad$ Chief，Land Branctr，Boyneville Powar Adsinistra－ tion，described in and who executed the within and foregoing instrument，and acknowledgad to me that he signed the same as his free and voluntary act and diesd for the lises and purposes therein mentioned．

IN MITNSS witimor，I have set my hand and affixed my official seal this funcetrantic：day of $\qquad$ 1985．
（b）（6）
fotary Public for Oregon
MY Counission Expires：＿a $1 / 3-8{ }^{9}$
3
Tract Nos．BCV－145，－146，－147，－147A， $-148$




Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

October 2, 2008

CASE No. 20080546
TRACT No. BCV-31-A-145/48
LINE: McNary-Ross Line and Bonneville-Vancouver
(Operated as Bonneville Ph. I - Alcoa No. 1 and Sifton-Ross No.1)
Clark County PUD
PO Box 8900
Vancouver, WA 98668

## LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of an anchor with guy attachment to Clark County PUD pole \# 19975 along with the replacement of the overhead primary line from the pole to an existing pole located on the south side of $4{ }^{\text {th }}$ Plain Boulevard, Vancouver, Washington.

The location of your use is partially within the John Bird DLC No. 61, of Section 10, Township 2 North, Range 2 East, Willamette Meridian, Clark County, State of Washington, as shown on the attached segment of BPA Drawing No. 64970, marked as Exhibit A and as shown on the Clark County PUD application sketch marked Exhibit B.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval. Any other uses and utilities on the right-of-way must be applied for separately.

Please note that 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. This agreement is revocable at will by BPA and does not modify, change, or otherwise alter the rights BPA acquired by Deed. BPA may terminate this agreement upon 30 days written notice.

The subject use of this easement area has been determined not to be a hazard to, or 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 BPA should determine at any time, that your use has 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 stop your use or remove such hazard or interference from the right-of-way at no expense to BPA.

## BY ACCEPTING THIS LAND USE AGREEMENT YOU ARE AGREEING TO THE FOLLOWING CONDITIONS

1. Inform BPA once the construction of your approved use is complete.
2. Maintain a minimum distance of at least 16 feet between your construction equipment and the transmission line conductors (wires).
3. To ensure the safety of workers and the uninterrupted operation of the BPA transmission facilities, the applicant shall employ a BPA approved safety watcher during any construction activities occurring under the conductors (wires) or when operating any equipment that has the potential to reach or come within 15 feet of the conductors (wires). Please contact this office for a current list of BPA approved Safety Watchers.
4. No storage of flammable materials or refueling of vehicles or equipment within the easement area.
5. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
6. The replacement primary line should be installed with a sag matched to the line it replaces.

## IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION

You agree 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 casement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

Nuisance shocks may occur within the right-of-way. Grounding metal objects helps to reduce the level of shock.

Construction/installation, use, and maintenance of the guy and anchor (facilities) shall be at no cost to BPA.

BPA seeks your help maintaining the integrity of the electrical transmission system. Please report any Vandalism or Theft to the BPA Crime Witness program at 1-800-4372744. Cash rewards of up to $\$ 25,000$ will be paid should information lead to the arrest and conviction of persons committing a crime.

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 facilities being within the right-of-way.

If you have any questions or concerns, please notify this BPA Realty Office. You may direct any communication to Bonneville Power Administration, Real Estate Field Services (TERR-3) PO Box 3621, Portland Oregon 97208-3621 or by telephoning 1-800-836-6619.

A copy of this agreement shall be physically located at the project during construction activities.

THIS LAND USE AGREEMENT BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.

## I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT ON BEHALF OF CLARK COUNTY PUD:

## (b)(6)

Title Senios RIV agent

THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER ADMINISTRATION:

## (b)(6)

Shelley N. Fenton

$$
10.15 .08
$$

Realty Specialist


SEC 10, T2N R 2E WM Clark County, Washington


Exhibit A Clark County PUD Case № 20080546 Portion of BPA Drawing No. 64970


Exhibit B
Clark County PUD
Case № 20080546
Applicant's Sketch
Bonneville-Ph. 1 - Alcoa No. 1 and Sifton Ross No. 1

## Department of Energy

Bonneville Power Administration
P.O. Box 491

Vancouver, WA 98666-0491

January 3I, 2018
BPA Case No.: 20170009
Tract No: $\quad$ BCV-31-A-145, 148, 149, \& $150 \quad$ Stationing: 395+50 to $405+00$
Line Name: $\quad$ McNary-Ross Line
ADNO:
7147

## LAND USE AGREEMENT

Consent to Usc of BPA's Easement Area
This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and Delta Management Co, LLC ("Holder").

BPA holds easement rights ("BPA Easement") over the following described property ("BPA Easement Area"):

That portion of the west 500 feet of that part of the John Calder D.L.C. No. 44 lying in the SI/2 of Section 10, Township 2 North, Range 2 East, and that portion of the John Bird D.L.C. No. 60 in Section 10, Township 2 North, Range 2 East, Willamette Meridian, Clark County, State of Wasbington, as shown on the attacbed segment of BPA Drawing No. 64970, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the real property subject to the BPA Easement for grading, paving, curbing, and sidewalks for parking lot, lighting, landscaping, waste receptacles, sanitary sewer, water line, and storm line ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the BPA Easement Area for the purpose proposed by Holder, and concurs that such use will not interfere with the current operation and maintenance of BPA's transmission facilities, if constructed in the manner and at the location shown on Exhibits $\mathbf{A}, \mathbf{B}, \mathrm{C}-1, \mathrm{C}-2$, and $\mathrm{C}-3$, altached hereto and made a part hereof.

In consideration of BPA's concurrence, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. Holder is responsible for obtaining from the underlying landowner ("Landowner"), by good and sufficient legal instrument, all rights, interests and privileges for land use necessary and incident to the ownership and maintenance of Holder's Facility.
3. There may be other uses of the property located within the same area as Holder's Facility. This Agreement is subject to such superior rights.
4. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached on Exhibits A, B, C-1, C-2, and C-3. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the ternination of this Agreement.
5. Holder acknowiedges and agrees that Holder's use of the property is subordinate to BPA's easement rights. BPA reserves the right to trim or remove trees, brush or shrubs or to remove any other encroachment within the BPA Easement Area which might interfere with the operation, maintenance, construction, removal or relocation of BPA's facilities. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, to correct an interference with BPA's easement rights or to accommodate future modifications of BPA's facilities.
6. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, entities that regulate Holder, and all applicable environmental regulations.
7. Induced voltages and currents may occur on items constructed or placed under or near high voitage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility. Contact: Dawneen Dostert phone: $360-418-2586$ or by email: dmdostert@bpa.gov.
9. 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.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 30 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the BPA Easement Area to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the BPA Easement Area within the above stated time period, BPA may remove Holder's Facility and restore the BPA Easement Area at Holder's expense,
11. A copy of this Agreement shall be physically located at Holder's project site during use activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
12. Additional terns and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B, attached hereto and made a part hereof.
13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the BPA 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.
14. Any damage to BPA's property caused by or resulting from Holder's use of the BPA Easement Area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
15. Holder's contact information:

NAME: Delta Management Co, LLC
Kia Keyvani
ADDRESS: 203 E Reserve Street
Vancouver, WA 98661
PHONE: $\quad 360-696-4448$
EMAIL: kiakeyvani@gmail.com
Holder agrees to notify BPA in writing of any changes to the above listed contact information.
This Agreement becomes effeetivefron the signature of all parties.

## (b)(6)

Agghar'Sadri, Governor


Delta Management Co. LLC
THIS AGREEMENT IS HEREBY AUTHORIZED:
(b)(6)

Dawneen Dostert, Realty Specialist


Bonneville Power Administration

NOTE: BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to $\$ 25,000$ will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Dawneen Dostert by telephone at 360-418-2586 or send written correspondence to the address listed at the top of this Agreement.


## Exhibit B ADDITIONAL TERMS AND CONDITIONS

1. Construction of additional transmission lines within the currently unoccupied portion of BPA's Easement Area may occur. Should Holder's use interfere with the construction, use or maintenance of said line, Holder will be required to remove such interference off BPA's Easement Area at no expense to BPA.
2. Maintain a minimum horizontal distance of at least $\underline{\mathbf{5 0}}$ feet between Holder's Facility and where the transmission line structures enter the earth.
3. Maintain a minimum distance of at least 16 feet between construction equipment and the transmission line conductors (overbead wires) at all times. Do not measure this distance with a measuring tape, pole, or other physical means. If there is any possibility that any equipment can encroach on this distance, then a safety watcher is required. Please contact the BPA Representative listed at the bottom of Page 3 of the Agreement for a current list of BPA approved Safety Watchers.
4. Overburden grade changes to existing ground elevations while excavating within BPA's Easement Area is prohibited.
5. Fire hydrants are prohibited in the BPA Easement Area.
6. Lighting standards are not to exceed $\underline{21}$ feet in height above grade. A detailed lighting plan for Orchards Business Park must be submitted and reviewed prior to installation of Holder's Facility.
7. Lighting standards are not to exceed the heights shown on Exhihit C-3; a detailed utility plan showing locations of electric service lines must be reviewed prior to installation of Holder's Facility.
8. Vegetation shall not exceed 10 feet in height, obstruct access to structures, or be planted within 50 feet of any structure. Any vegetation exceeding the height or obstruction limitation may be removed by BPA.
9. Any portion of Holder's Facility constructed within BPA's Easement Area shall be designed and built to withstand HS-25 loading for BPA's heavy vehicles.
10. Mark the focation of all underground facilities with permanent signs and maintain such signs where they enter and leave BPA's Easement Area, and at any angle points within BPA's Easement Area.
11. Bury and maintain the water pipeline to a depth of 36 inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
12. Bury and maintain the sanitary sewer pipeline to a depth of $\mathbf{3 6}$ inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
13. Bury and maintain the storm water pipeline to a depth of 36 inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
14. Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
15. Holder shall not obstruct access to BPA's transmission line system. BPA persomel and/or its contractors must have access the transmission line system at all times.
16. Holder is required to provide an approach to the right-of-way wide enough to turn into BPA's access road. Each approach must be a minimum of 16 feet wide.
17. Install gates in Holder's fence of not less than $[6$ feet in width for the passage of BPA vehicles. Gates may. be locked, provided a BPA lock is also included in the locking mechanism.
18. Notice: Nuisance shocks may occur within BPA's Easement Area. Grounding metal objects helps to reduce the level of shock. It is suggested that road building/construction equipment be grounded with a drag chain.




MNLC (Case No. 910268)
Tract Nos. BCV-151, $-152,-153$, \& -154
Bonneville-Vancouver (operated as Sifton-Ross
No. 1) (operated as Bonneville-Alcoa No. 2)
and McNary-Ross Transmission Lines

Mr . Don McDowell
Transic Planner - Corridor Service
C-Tran
P.O. Box 2529

Vancouver, WA 98668-2529
Dear Mr. McDowell:
This is in response to your letter of January 29, 1991, regarding the use of Bonneville Power Administration's (BPA) easement area for a park and ride facility and park. The portion of the right-of-way proposed for developroent is in a portion of the John Bird DLC No. 61 in Section 10, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington.

For some time now, BPA has been in the process of reviewing its multiple use of righta-of-way practices in light of the current uncertainty on biological effecte from electric and magnetic fielda (EMP). That review hag been completed, and BPA has decided to establish a 2 -year moratorium on allowing the use of BPA land rights by others for any new development which may unnecessarily increase peoples' exposure to BMP.

A considerable amount of research is underway on whether exposure to EMF from high voltage transmission lines is a health hazard. To date, no direct cause-and-effect relationship has been identified. But the research has raised a level of uncertainty and public concern about this issue. To acknowledge these concerns during this time of uncertainty while the reaearch is inconclusive, BPA feels it to be prudent to not increase public exposure to EMF where practical alternatives exist. BPA will continue to monitor research findings as they are released and will reconsider the moratorium in two years.

BPA has developed several publications regarding EMF which I am enclosing. They are "What We Know (and don't know) About E/ME", "Electric Power Lines: Questions and Answers on Research into Health Effects", and "Rlectrical and Biological Effects of Transmission Lines". If you would like to discuss EMF further, please feel free to call Jsck Lee, BPA's expert on this issue. He can be reached at (503) 230-4530.

## OFFICIALFILECOPY

The easement deeds BPA acquired for the land crossing your proposed developroent area give BPA the right to prevent any use of the land that would interfere wirh our ability to operate and maintain our facilities. Additionally, it gives BPA the unconditional right to probibit any inflamable structures and fire hazards. While BPA will prevent any of its land rights from being used by others for: a purpose which increases exposure to EMF, BPA cannot infringe upon the land rights held by the omer of the land on which ita easements oit.

A determination of interference with our ability to operate and maintain the lines cannot be nade until we have detailed development plans from you.

If you choose to proceed with this davelopment, all of your facilities must meet the strict criteria of non-interference with our ability to operate and maintain the lines, as well as the prohibition against inflamsble structures, Enclosed is a diagram showing the parking restrictions in this area. If the towers are to be fenced, a 10 foot clearance must be maintained between the fence and tower legs. The ares between the fence and tower is not to be grounded. These restrictions are based on the assumption that ground grade remaina unaltered. Your detailed plans should include finished gradee.

Once we have reviewed your plans, we can provide you a letter which wouli document our finding that your facilities, as fully developed and evaluared by BPA, would not interfere with any laud rights we have acquired. As stated above, this statement cannot be made until we have seen and evaluated your detailed plans.

If you have any questions or need further information you may call Carolyn Lee of this office at (503) 230-3291.

Sincerely,
Rpmen M. Ferrera
Renee M. Ferrera
Chief, Land Management Section

```
4 \text { Enclosures}
cc:
Mr. Mark Erickson
Exickson Enterprises
7925 NE. St, Johns Road
Vancouver, WA 98665
CYLee:cmk:3291 (VS10-MMLC-8662b)
bcc:
E. Peterson - L&
J. Lee - EFBG
Official File - MMLA (Case No. 910268)
```


## Department of Energy

Bonneville Power Administration
P.O. Box 3621

Portland, Oregon 97208-3621

## APR 31995

Case No. 941146
Tract No. BCV-148
Bonneville-Vancouver (Operated as Mile 3 Sitton-Ross No. 1 and Mile 31 of BornevilleAlcoa No. 2) and McNary-Ross Line

## CERTIFIED - RETURN RECEIPT REQUESTED

Mr. William D. Huyette
3214 NE. 42 nd Street
Vancouver, WA 98663
Dear Mr. Huyette:
I am enclosing a copy of a letter, dated November 18, 1994, from Bonneville Power Administration (BPA) to you, in which your proposal to locate a mobile bome sales site within the BPA easement is denied. This follow-up is to assure that you and the Wades are in receipt of the letter.

You may direct any communication to this office, Bonneville Power Administration, Real Property Management (TTRC), P.O. Box 3621, Portland, Oregon 97208, or by telephoning me at 1-800-836-6619 or direstly at (503) $230-3293$.

Sincerely,

## /s/ DEE BAKER

Delores (Dee) Baker
Realty Specialist, Real Property Management
5 Enclosures
cc:
Loren and Ron Wade
12512 NE. Fourth Plain Read
Vancouver, WA 98682
boc:
P. Reyaolds - TC/Portand J. Johnson - TFDF/150n Official File - TTRI (Case No. 941146) Certifing Revecion no. 2004429188
DBaker:db.jd:3293:03/29/95 (TTRC-8998:W:ITTRCICASEFILE941CASEM94114602.DOC)

TTRC Case No. 941146
William D. Huyette
3214 NE. Forty Second Street
NOV 16 行:
Vancouver, WA 98663
Dear Mr. Huyette:
This is in reference to your telephone conversation with Realty Specialist Dee Baker on Noveniber 3, 1994.

We are enclosing a copy of the letter that Ms. Baker mentioned which is dated March 30, 1971. The letter was sent to Mr. Pat Napoli, Manager for Wm. Morrison Co. from Bonneville Power Administration (BPA). This letter followed the report of an encroachment of wrecked automobiles found on the subject portion of the Bonneville-Vancouver power line right-of-way. This property is apparently now owned by your client.

The letter is not a permit. In fact, it advises that a permit will not be issued and that the use of the right-of-way is at the risk of the parties involved and that they will be held responsible for any damage to government property.

Dee Baker discussed your point of view (and that of your client) with me regarding your proposal to establish a mobile home sales site as a continued and "similar" use of this property. BPA's current policy, as Ms. Baker stated earlier, is that we will no longer allow structures, mobile or other, within the right-of-way. Further, the BPA easement stipulates that BPA has the right to keep the area free of inflammable structures and fire hazards.

In addition, BPA's present policy is to prohibit any use which may expose the public to electric and magnetic fields (EMF). At the present time, EMF research continues and, so far, it is inconclusive as to the effect on human health.

Therefore, BPA regrets to inform you that your proposed use for the property as a mobile home sales site is hereby denied.

For future reference in proposed compatible uses of our right(s)-of-way, we are enclosing two publications entitled "Living and Working Around High-Voltage Power Lines" and "Landowner's Guide to Use of BPA Rights-of-Way." Also enclosed is an informative publication on the EMF issue.

Thank you for your cooperation in observing BPA's easement rights. These rights make it possible for the continued safe operation of our power transmission system as well as for the personal safety of BPA maintenance personnel and others accessing the rights-of-way.

You may call Dee Baker at (503) 230-3293 or 1-800-836-6619 for further assistance. You may send any written communication to this office, Land Management (TTRC), P.O. Box 3621, Portland, Oregon 97208.

Sincerely,
/s/Rar -iara

## Renee Ferrera

Manager, Real Property Management
4 Enclosures
cc:
J. Johnson - TFDF/PDX/1500

Official File - TTRI (Case No. 941146)
DBaker:db:3293:11/15/94 (MMLC:8998:P:|94114601.DOC)

TR1LC (Case No. 900215)
Tract No. BCV-151
HcNary-Ross
Bonneyille-Vancouver (Operated as Sifton-Ross No. 1
and Bonneville-Alcoa No, 2)
Trangraission Lines

Mr. Mark Erickson
7925 we. St. Johns Road
Vancouver, WA. 98662
Dear Mr. Erickson:

I am writian in reply to your application lated January 3, 1990, lot use of the Bonneville Power Administration (BPA) right-of-way occupled by the transmission lines referenced sbove for parting. The property in question is located in a portion of the Joan Bird Donation land Clain No. 6? in Section 10, Township 2 North, Range ? East, Willautete Meridian, in Clark County, Washingtoa.

Our eagineers and line mafintenance people bave reviewed your recuest and wouid agree to your proposed use with certain reservations. These reservations are as follows:

1. BPA shall not be liable for ang damage to the parkiag lot located within the right-of-way which oight occur during maintenance. reconstruction, or future construction of our facilities. For your information, our maintenance vehicles may carry as much as 20 ton loads or 40,000 pounds.
2. A path of access alnag the right-of-way and to the structures must be kept clear and made availehle at all times to our maintenance crews.
3. The construction, use, and maintenance of the parking lot shall be at no cont to BPA.
4. Final plans of the proposed parking lot vith any light atanderds indicated must be reviewed before any permit is issued.

## OFFICIALFILECOPY

5. We would prefer that there be as little parking under the conductors (wires) as possible.
6. No storage of flemmable eaterials shall he allowed on the right-of-way.
7. ïo refueling of vehicles or equipment shall be allowed on the right-of-way.
8. Construction equipment must maintain a winfuum distance of sixteen feet ( $16^{\prime}$ ) between the equipment and transmission line conductors.
9. Equipient over fourteen feet (14') shall not be allowed to nperate under BPA conductors.
10. Veilcles and velicular activity shall remain a minimum of fifty feet ( $50^{\prime}$ ) frow the point where steel iattice tover legs or concrete foundations enter the earth. If this clearance cannot be pet, adequate protection for BPA structures from veialcles shall be provided by the use of tuart devicus (gunch rails, most harriera, Jersey type barriers, etc.). If guard derices are used, they sbould be positfoned at least rownty fent (20') sway fron the tower legs where they enter the earth. Alsn, if guard fovices are usen, the applicant should provide EPA with the Jetails.
11. No prace stianges to facilitate construction or disposal of overburden shall be allowed. $3 P A ' s$ right-of-way shall be restored as much as possible to its original consition following construction.

I have enciosed a pamphlet entitled "Living and Horising Around High Voltage Pover fines" for your revicy as well as BPA Drawing Kos. 14132 and 64971 with the area of right-of-way to be used highligited in red.

If you plan to nse the right-of-iay for parking, please subrit your plans to Land Management Section-MiLC, Y.C. Box 3621, Portland, of 97208, and we will review them prior to losuing a permit. If you have any questions, please call Sally Binninger at (503) 230-3293.

## Sincerely,

## S/RENEEM.FERAEAA

## Renee $M$. Ferrera

Chief, Land Management Section ol

## 2 Enclosures

$S^{B}$ SBinninger:sab:1wr:3293 (VS10-MMLC-6208b)
cc: (w/o enclosures)
Official File - MMLA (Case No. 90021.5)

Department of Energy
Bonneville Power Administration
P.O. Box 3621

Portland, Oregon 97208-3621

## CLOSING COVER SHEET

LIS TRACT IDs.: BCV-32-A-151
LIS CASE No.: 20080637


## LANDOWNER: ERICKSON ENTERPRISES

To: Records Officer - TERS-3
This case has been closed by Real Property Services. Please verify data on the Land Information System and process the record for storage and retrieval.
$\square$ Disposal action has been completed on the above tracts).
$\square$ GIS MAPPING NECESSARY (if full disposal) - Send to TERG-TPP-4
$\square \quad$ Partial Disposal has been completed.
$\square$ Easement rights have been granted.
இ No Rights Issued.
$\square$ Date Encroachment Removed:
$\square$ No Permit required as crossing is to be located within a public or county roadway.
【 NO MAPPING NECESSARY.MAPPING NECESSARY - Send to TERM-TPP-4
$\square \quad$ Cancellation.
$\square$ Instrument (i.e., LUAG, Service Line Agreement, Notice of Limited Consent, etc.)
$\square$ Other.

Anna L. Marshall
Realty Technician
Note: Project cancelled.
Attachment
cc:


## Dostert,Dawneen M - TERR-3

From: Dostert,Dawneen M - TERR-3
Sent: Monday, February 23, 2009 12:11 PM
To: 'Andreotti, Michael P.'
Subject: RE: Case No 2008637 CarMax Vancouver
Michael
I will go ahead and close the file. Thanks for responding.

## Dawneen Dostert

Bonneville Power Administration
Realty Specialist
Office: 360-418-2586
Cell: (b)(6)
Fax: 360-418-8034

From: Andreotti, Michael P. [mailto:andreottim@hdjdesigngroup.com]
Sent: Monday, February 23, 2009 8:14 AM
To: Dostert, Dawneen M - TERR-3
Subject: RE: Case No 2008637 CarMax Vancouver
Dawneen,
The project actually died shortly after our correspondence on the landscape plans. So at this time there will be no more actions taken on the project. Sorry I forgot to inform you on this as well. Thanks for checking in though.

Michael P. Andreotti I Landscape Designer
HDJ DESIGN GROUP, PLLC
360/695-3488 ext. 2138
AndreottiM@hdjdesigngroup.com
.---Original Message-....
From: Dostert,Dawneen M - TERR-3 [mailto;dmdostert@bpa.gov]
Sent: Monday, February 23, 2009 6:59 AM
To: Andreotti, Michael P.
Subject: RE: Case No 2008637 CarMax Vancouver
Michael,
Are you folks redoing your landscaping plans? I was wondering where this is at? I thought that it was in your court. Please note that my phone numbers have changed
Thanks

Dawneen Dostert<br>Bonneville Power Administration<br>Realty Specialist<br>Office: 360-418-2586<br>Cell: (b)(6)<br>Fax: 360-418-8034

From: Andreotti, Michael P. [mailto:andreottim@hdjdesigngroup.com]
Sent: Tuesday, December 30, 2008 4:19 PM
To: Dostert,Dawneen M - TERR-3
Cc: Nuttbrock, J. Andy
Subject: Case No 2008637 CarMax Vancouver
Dawneen,
Here are the landscape drawings that Andy requested I forward to you.
<<2888L1.1 2008-12-30.pdf>> <<2888L1.2 2008-12-30.pdf>>
Thanks,

Michael P. Andreotti | Landscape Designer<br>HDJ DESIGN GROUP, PLLC

Engineers | Landscape Architects | Planners | Surveyors
300 W. 15th Street, Vancouver, WA 98660
Phone: 360/695-3488 ext. 2138, Fax: 360/695-8767
AndreottiM@hdjdesigngroup.com
http://www.hdjdesigngroup.com

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## Dostert,Dawneen M - TERR-3

| From: | Dostert,Dawneen M - TERR-3 |
| :--- | :--- |
| Sent: | Wednesday, December 31, 2008 6:48 AM |
| To: | Jamrog, John C - TFBV-DOB1; Tompkins,Ed - TFBV-LMT |
| Cc: | Wolcott,Marian - TER-3; Meisner, Neal E-TERR-3 |
| Subject: | FW: Case No 2008637 CarMax Vancouver |
| Attachments: | 2888L1.1 2008-12-30.pdf; 2888L1.2 2008-12-30.pdf |

here are the plans related to yesterdays email (see below) on this topic
From: Nuttbrock, J. Andy [mailto:nuttbrocka@hdjdesigngroup.com]
Sent: Tuesday, December 30, 2008 2:24 PM
To: Dostert,Dawneen M - TERR-3
Subject: RE: Case No 20080637 CarMax Vancouver
Daween,
We are willing to go with the barriers and will state on the plat that you reserve the right to make the land user to remove any items that may be blocking the access to the towers.
I am still concerned with your requirement to not allow landscaping with in the easement for a few reasons. The biggest issue is the required landscaping that is to act as a buffer to the apartment complex to the north. The County is requiring trees, shrubs, ground cover and a wall in that area. This project will be denied if we cannot comply with that condition. We are also required to provide landscape trees and shrubs in the proposed parking area along the east edge of our property. The County also has a street tree requirements for the West and East edge of the properties. We are not proposing any landscaping anywhere near the towers.
Please let me know what we can do to come to some conclusion on the Landscape issue.
Thank You,
Andy Nuttbrock I Planning \& Landscape Arch. Manager
HDJ DESIGN GROUP, PLLC
360/695-3488 ext. 2116
NuttbrockA@hdjdesigngroup.com

From: Andreotti, Michael P. [mailto:andreottim@hdjdesigngroup.com]
Sent: Tuesday, December 30, 2008 4:19 PM
To: Dostert,Dawneen M - TERR-3
Cc: Nuttbrock, J. Andy
Subject: Case No 2008637 CarMax Vancouver
Dawneen,

Here are the landscape drawings that Andy requested I forward to you.
<<2888L1.1 2008-12-30.pdf>> <<2888L1.2 2008-12-30.pdf>>
Thanks.

```
Michael P. Andreotti | Landscape Designer
HDJ DESIGN GROUP, PLLC
```

[^0]300 W. 15th Street, Vancouver, WA 98660
Phone: 360/695-3488 ext. 2138, Fax: 360/695-8767
AndreottiM@hdjdesigngroup.com
http://www.hdjdesigngroup.com

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Department of Energy
Bonneville Power Administration
P.O. Box 3621

Portland OR 97208-3621

December 11, 2008

CASE No. 20080637
TRACT No. BCV-32-A-151
LINE: McNary - Ross; Bonneville - Vancouver
(operated as Sifton - Ross No. 1 \& Bonneville - Alcoa No. 1)

## CERTIFIED - RETURN RECEIPT REQUESTED

Erickson Enterprises
7925 St. Johns Road
Vancouver WA 98665

Dear Mr. Erickson:

This letter is in reference to your application to use Bonneville Power Administration's (BPA) transmission line easement. Enclosed are two copies of the Land Use Agreement citing the conditions under which your use is authorized. Please sign one copy and return to this office. The second copy is for your records, until a fully executed copy is returned to you.

If BPA does not receive a signed and notarized copy of this agreement within 30 days, the agreement will be null and void.

You and your contractors must be familiar with and aware of the conditions contained in this agreement as some of them pertain to safety issues. Accordingly, a copy of this agreement shall be physically located on the project during construction activities.

If you have any questions, please feel free to contact me at 503-230-5589
Sincerely,

## (b)(6)

Dawneen Dostert
Realty Specialist, Real Estate Field Services

## Enclosures

bcc:
Official File - TR/3 (Case No. 20080637)

DMDostert crb 5589:12/11/2008 (whtsrlcaselcasefilel008case\#120080637CVRLTR.doc)


ERICKSON ENTERPRISES 7925 ST. JOHNS ROAD VANCOUVER, WA 98665
3. Sevice Type


| 2 Articie Number ITransfor from service lai |  |  |
| :---: | :---: | :---: |
| PS Form 3811. February 2004 | Domestic Retum Recelpt |  |

DATE: $\quad 12 / 2 / 2008$
To: Technical Services, Real Property Section - TERR
From: Douglas J Lamb - Technical Services, Ciber, Inc.
SUbJECT: Engineering Review of R/W Use Permit
APPLICATION FOR:Proposed driveway; sewer; overhead electric; parking; storage; grading; fill, etc.
APPLICANT: Erickson Enterprises
CASE NO. 20080637
TNF LOG NO. 9-003
COMMENTS:
E-fields were calculated over the Right-Of-Way and the conclusion of the study showed that passenger cars and vehicles smaller than a pickup with camper can be parked on the ROW without regard for the E-fields. Bigger trucks such as delivery trucks and semitrucks will be prohibited from parking on the ROW $\square$
Also, underground utilities should be designed to withstand HS-20 loading and should be marked where they enter and leave the ROW and at all angle points within the ROW. The utilities should be kept 5Q feet from the nearest lattice steel tower leg, and they should be buried at a depth that satisfies local and state requirements. $\checkmark$

## RESERVATIONS:

$\square$ All parking and vehicular activity shall remain, a minimum of 50 feet from the point where steel lattice tower legs enter the ground. If this clearance cannot be met, then guard devices must be installed for the protection of BPA's structures. Specifications and installation plans for these protective devices must be included in the detailed drawings submitted to BPA.
$\square$ The detailed drawings for the parking area must indicate both proposed finished elevations as well as existing ground elevations.
$\square$ The BPA Right-Of-Way shall be returned to its original condition $\sqrt{\text { following construction. Minimal grade changes to facilitate }}$ construction or disposal of overburden shall be allowed Any lighting standards / posts or poles carrying electrical wiring within the right-of-way should be less than 25 feet in height.BPA shall have the right to use the parking area for access to its structures and to and along its transmission line right-of-way for maintenance purposes. The parking area and underground plant should be designed to withstand $\mathrm{HS}-20$ loading from Bracem
vehicles.

DEC 032008
REAL ESTATE FIELD SERVICES


Please call me at extension 6561, if you have any questions.

$\triangle$ All above ground uses must maintain a distance of at least 50 -feet from all structures. (Exception: where vegetation is concerned-see comments below)
$\triangle$ Any underground portion of the project is required to be built to HS20 loading standards or to State and Local regulations whichever is greater. Also, maintain a distance of at least $50-\mathrm{ft}$ from all steel lattice structures, and 25 -ft from all pole structures. (Exceptions: septic / drain fields - see comments below).
Please note: Buried BPA underground facilities; i.e. counterpoise, fiber vaults, etc. may be present and require feet of clearance.

All approved fences shall have a 16-foot gate(s) installed at the approved location for access by BPA maintenance vehicles and BPA is permitted to use its own TM locks, where needed.
$\square$ Access road use requires joint inspection with applicant and TLM / NRS personnel prior to use - and - an additional inspection at the time of termination of any use/agreement must be made prior to release.Shall have a BPA approved safety watcher present during construction of the project.Vegetation - Landscape, low growing vegetation, and shrubs, should not exceed 5 least 50-feet (or $\qquad$ ) away from any structure.T \& B required - see your NRS for Christmas Tree and Commercial Orchard requirements.

## Comments:

No light stands underneath conductor and no structures on ROW. All storm drains must maintain 50ft from steel structure.

| Reviewer | Phone No. | Date |
| :--- | :--- | :--- |
| K. Troy Anderson | 2590 | $12 / 03 / 08$ |



## BPA-2022-00624-F 0049



8. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED

Check all boxes that apply and complete the information on the following page. (Include a map, plan or skotch if appropriate.)


Narrative: Please describe your intended use in detail. In order to assure safe clearancs, please describe any equipment that will be used for applied use (including equipment intended to construct and maintain the use). Space is provided on page 2 ior a drawing. IF GRADING, PLEASE ATTACH EXISTING AND PROPOSED GRADING PLANS

The applicant proposes the construction of an approximate 2,000sf Final Quality Control and Auction building with 50 striped assoclated parking spaces, and 3.58 acres of unstrined area for vehicle storage, which can accommodate approximately 590 vehicles. Proposed on-site grading will consist of approximately $3,270 \mathrm{cy}$ of cut and 3545 cy of fill. Suitable fill material will come from the site. Please refer to the attached grading plan for more detail.

12. RIGHT-OF-WAY Draw in space provided below the location of the proposed use. (Identify structures and show distances and angles from BPA structures). Diamonds on the line represent BPA structures on the right-of-way. Copy the series of letters and numbers from the lower half of each BPA structure (see example below) and enter in "BPA Structure Identification" block. Indicate which direction is "North" in relation to the right-of-way.
$\frac{\text { BIG E-CHEM 1-81-2 }}{\text { BPA STRUCTURE IDENTIFICATION }}$


PS2 1-2-A BPA STRUCTURE IDENTIFICATION


Identify structures and show distances and angles from BPA structures


## RECEIVED

SEP 162008
REAL ESTATE FIELD SERVICES
(1) $m c N-\operatorname{RoSS} \mid-171-1$ BPA STRUCTURE IDENTIFICATION $\qquad$
(2) Sift-Ross 1-4-1

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## RECEIVED

SEP 162008
REAL ESTATE FIELD
SERVICES -



TRED LLC
1240 BERGEN PARKWAY. SUITE A-250 EVERGREEN, CO 80439

VECTRA BANK COLORADO, N.A.

***Two hundred fifty and xx / 100 Dollars***

Bonneville Power Administration 905 NE 11th Ave.
Portland, OR 97232


## PAY <br> TO THE <br> OROER

## CARRMAX \#7255 - VANCOUVER SOUTH LOT

LOCATED IN THE S.E. AND S.W. 1/4, SEC. 10, T. 2 N., R. 2 E., W.M.


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[^1]
$26700002 \quad$ BPA-2022-00624-F 0054

## CARMAX \#7255 - VANCOUVER SOUTH LOT

LOCATED IN THE S.E. AND S.W. 1/4, SEC. 10, T. 2 N., R. 2 E., W.M.



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SAVE-OFFICIALFILE



(BE) NORTH ELEVATION

\({ }_{20}^{2 x}\) SOUTH ELEVATION

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[^0]:    Engineers | Landscape Architects | Planners | Surveyors

[^1]:    

