

# **Department of Energy**

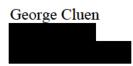
Bonneville Power Administration P.O. Box 3621 Portland, Oregon 97208-3621

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 6— specifically, 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 <u>OHA.filings@hq.doe.gov</u>, 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 <u>jjking@bpa.gov</u> 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 Bonneville Power Administration PO Box 3621 Portland, OR 97218-3621

May 9, 2019

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

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, 8'8" 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:

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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:	Dan Flatten
	Marketing Company President
	U-Haul Co. of Southern Washington
ADDRESS:	2500 NE Andresen Road
	Vancouver, WA 98661
PHONE:	360-524-1789
EMAIL:	dan flatten@uhaul.com

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.

- 1.11

Hølder an Print Name Company Marketire Title (if applicable

(b)(6)

2019

-	THIS AGREEMENT	T IS HEREBY AUTHORIZE	D:
(b)(	6)		
	Realty Specialist		

Date

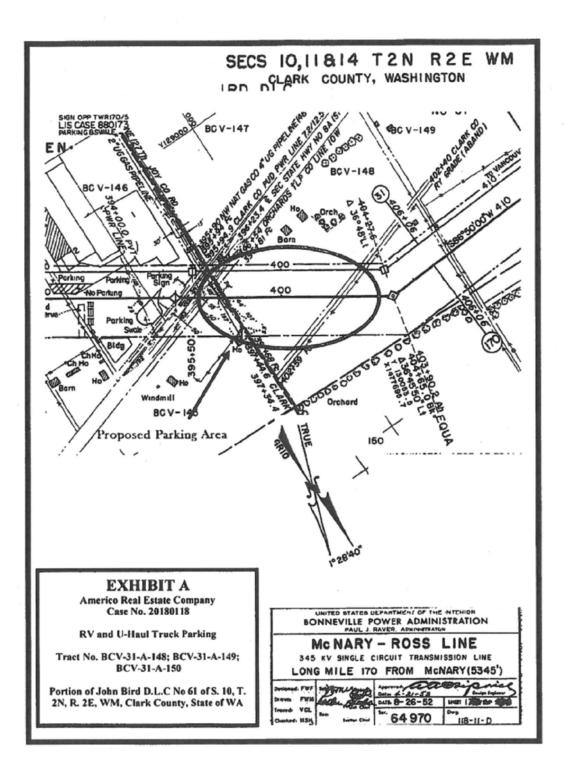
3 Case No.: 20180118 Tract No.: BCV-31-A-148; BCV-31-A-149; BCV-31-A-150

#### 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.

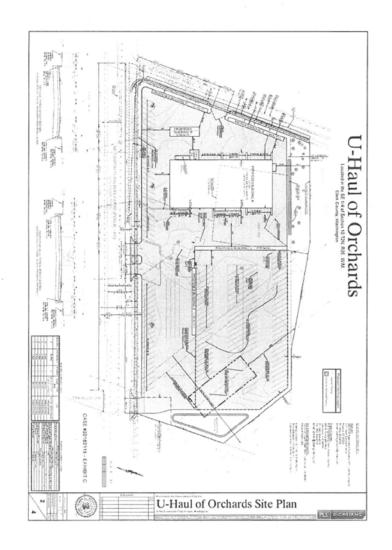
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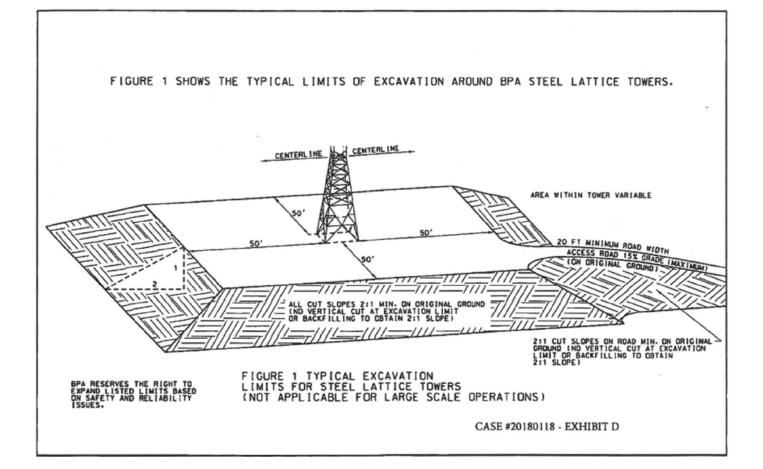


#### EXHIBIT B ADDITIONAL TERMS AND CONDITIONS

- 1. Inform BPA 10 days prior to the start of construction.
- 2. Maintain a minimum distance of at least <u>16</u> 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 <u>50</u> feet between Holder's Facility and the transmission line structures.
- Equipment, machinery, and vehicles traveling within BPA's Easement Area shall remain at least <u>25</u> feet away from any BPA structure or guy anchor ground attachment point.
- Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
- 6. <u>Holder must adhere to Exhibit C 180' X 70' NO PARKING AREA</u> WITHIN BPA EASEMENT at all times.
- 7. When excavating, a minimum horizontal buffer zone of <u>50</u> feet shall be maintained from any point where steel lattice tower legs enter the earth.
- From the excavation buffer zone, a slope in the ratio of <u>2:1</u> (Horizontal:Vertical) or less shall be maintained. See Exhibit D attached.
- Overburden grade changes to existing ground elevations while excavating within BPA's Easement Area is prohibited.
- Vegetation shall not exceed <u>10</u> feet in height, obstruct access to structures, or be planted within <u>50</u> feet of any structure. <u>No</u> 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 <u>HS-25</u> 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.
- Bury and maintain the drain pipeline to a depth of <u>36</u> 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.
- 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.

- Install gates in Holder's fence of not less than <u>16</u>-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.







United States Department of the states Energy

BONNEVILLE POWER ADMINISTRATION P.O. Box 3621, PORTLAND, OREGON 97208

In reply refer to:

ELMC Contract No. EW-78-Z-81-0018 Tract Nos. BCV-151, -152, -153, and -154

JAN 1 8 19/8

Line: Bonneville-Vancouver (operated as Sifton-Ross No. 1 and Boneville-Alcoa No. 2); and McNary-Ross 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. 962, 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.

CONSERVE AMERICAS ENERIOV

Save Energy and You Strve America!

Permit to City of Vancouver, Vancouver, Washington, dated JAN 18 1978 Subj: Installation of Sanitary Sewer

The following conditions also must be complied with:

 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.

The pipeline shall be buried with a minimum cover of 36 inches.

 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.

 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) Mašgarlet M. Kage Very, Head Title/& Land Management Section Branch of Land The above permit is accepted and its terms agreed to on this <u>7</u><sup>TH</sup> day of <u>Freisroary</u>, 19<u>78</u>. CITY OF VANCOUVER

		(b)(6)
		BY CITY ENGINEER
L:klr	1-16-78	Contract No. EW-78-Z-81-0018

# 8605220028

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

#### AGREEMENT

This AGREEMENT, made and entered into on this <u>30</u> day of <u>ADVIL</u>, 1986, by and between the UNITED 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 STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the State.

#### WITNESSETH

WHEREAS, the State has acquired the ownership of additional width for an unlimited access highway for SR 500, 117th Avenue to Mard 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 described tract of land:

A portion of Lots 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 Claim 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 easements and rights-of-way of the Government for the Bonneville Power Administration's Bonneville-Vancouver (operated as Nile 3 Sifton-Ross No. 1 and Mile 31 Bonneville-Alcoa No. 2) and McNary-Ross electric power transmission lines, as shown on said Sheat 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 McNary-Ross electric power transmission lines is covered under State of Washington Permit for Power Transmission Installations Upon Highway Right of Way No. HQ-66-43 (BPA Contract Ibp-3053, Tract Nos. BCV-91A, BCV-147A, BCV-154A) dated December 15, 1966; and

WHEREAS, 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;

.... 0 55

Q-153735-37

#### IT IS THEREFORE AGE BED:

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 without prior approval of the State.

2. Towers designated as SIFT ROSS 1-3-5, BON ALCOM 2-31-5, and MC N ROSS 1-170-5 as presently located, will be allowed to remain within the highway right-of-way. Nodian barriers have been installed by the State to protect these towers, and shall be maintained at State expense. If, in the future, the State requires the relocation of these structures, all 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 access to its transmission 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 line 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. Should any rights acquired by the State by this agreement no longer be used or needed for public highway or road purposes, such rights granted shall terminate and revert to and revest in the Government.

6. That any and all damage or injury to the Government's property caused by or resulting from 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 comply 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. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

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

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

> UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration

(b)(6) Chief, Land Branch

STATE OF WASHINGTON Department of Transportation

(b)(6) April 30,1986 TITLE CHUEF SIGHT OF WAT AGE

STATE OF OREGON

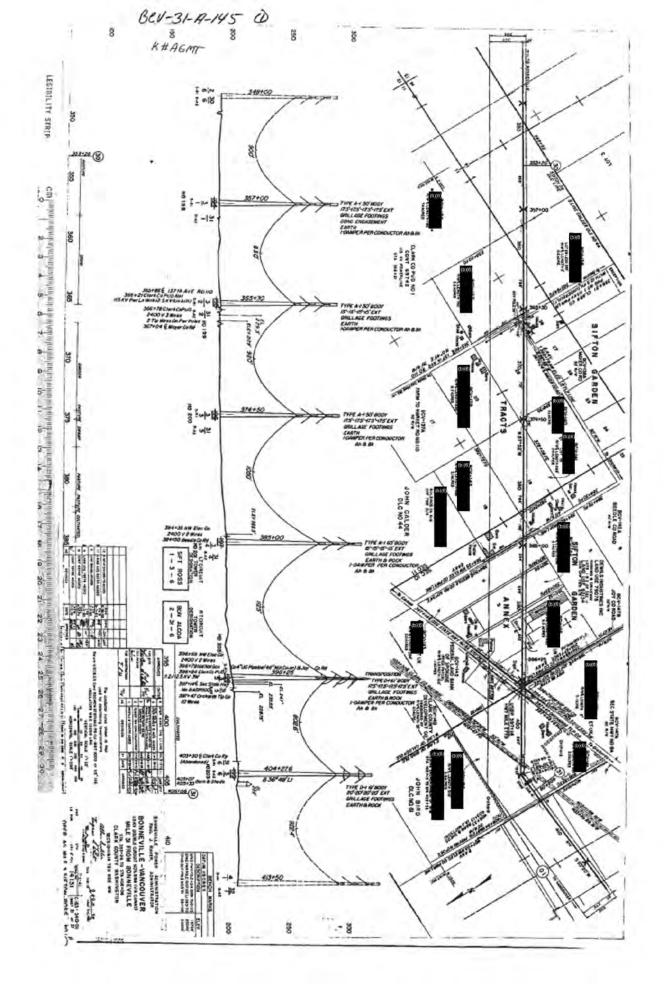
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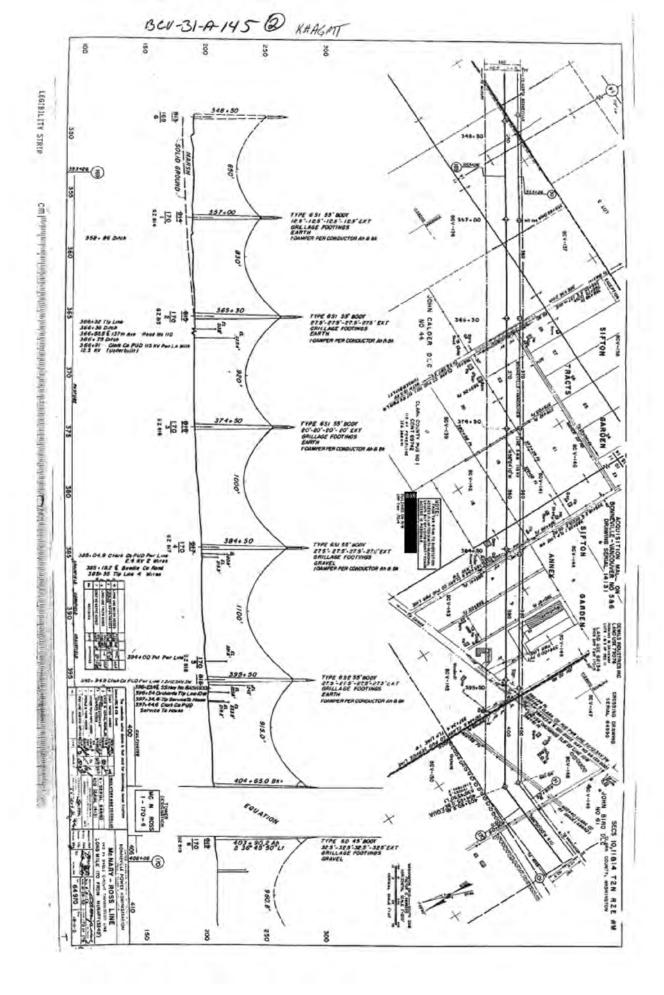
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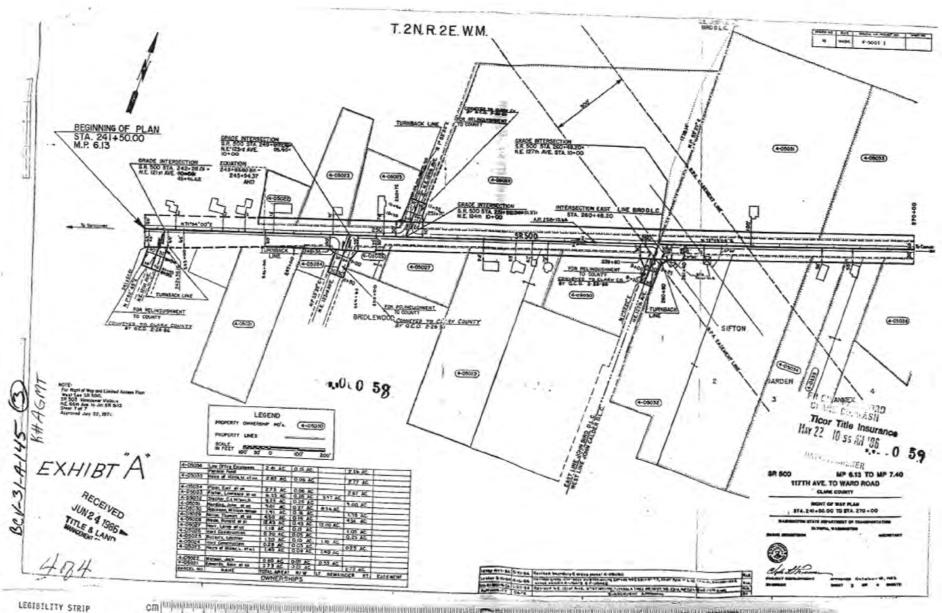
IN WITNESS WHEREOF, I have set my hand and affixed my official seal this

)ss:

minetuate, day of 1986. 1. ... 6 57 ma 14. A/J (b)(6) Notary Public for Oregon My Commission Expires: 2-13-88 OF, O RECEIVED Tract Nos. BCV-145, -146, -147, -147A, JUN 2 4 1986 -148 TITLES









## Department of Energy

Bonneville Power Administration PO Box 3621 Portland, OR 97208-3621

October 2, 2008

CASE No. 20080546

cull

TRACT No. BCV-31-A-145 198 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 casement 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<sup>th</sup> 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.
- 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 <u>the potential to reach</u> or come within 15 feet of the conductors (wires). Please contact this office for a current list of BPA approved Safety Watchers.
- No storage of flammable materials or refueling of vehicles or equipment within the easement area.
- Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time.
- 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.

Case No.20080546 Tract No.BCV-31-A-145/48 Cure 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 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

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)

1.19

Title Senior Rui agent

10-01	1-08
Date	

THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER ADMINISTRATION:

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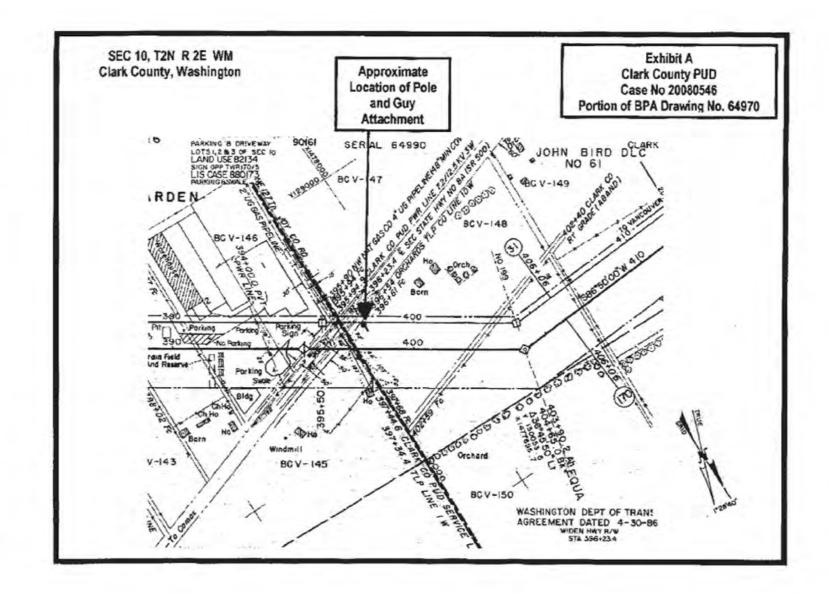


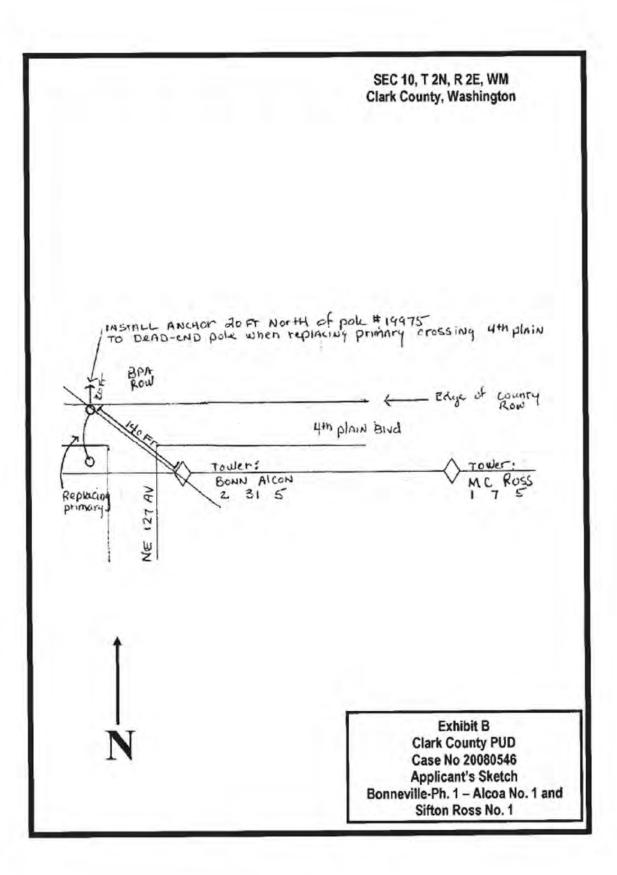
Shelley N. Fenton Realty Specialist

10-15-08

Date

Case No.20080546 Tract No.BCV-31-A-145 148







Department of Energy Bonneville Power Administration P.O. Box 491 Vancouver, WA 98666-0491

January 31, 2018

BPA Case No.: 20170009

Tract No: Line Name: ADNO: BCV-31-A-145, 148, 149, & 150 McNary-Ross Line 7147 Stationing: 395+50 to 405+00

# 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 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 S1/2 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 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 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 A, B, C-1, C-2, and C-3, attached hereto and made a part hereof.

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

 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.

- 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.
- 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 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 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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:	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 effective upon the signature of all parties.

Asghar Sadri, Governor V Delta Management Co. LLC

1-1-19 Date

THIS AGREEMENT IS HEREBY AUTHORIZED:

(b)(6)

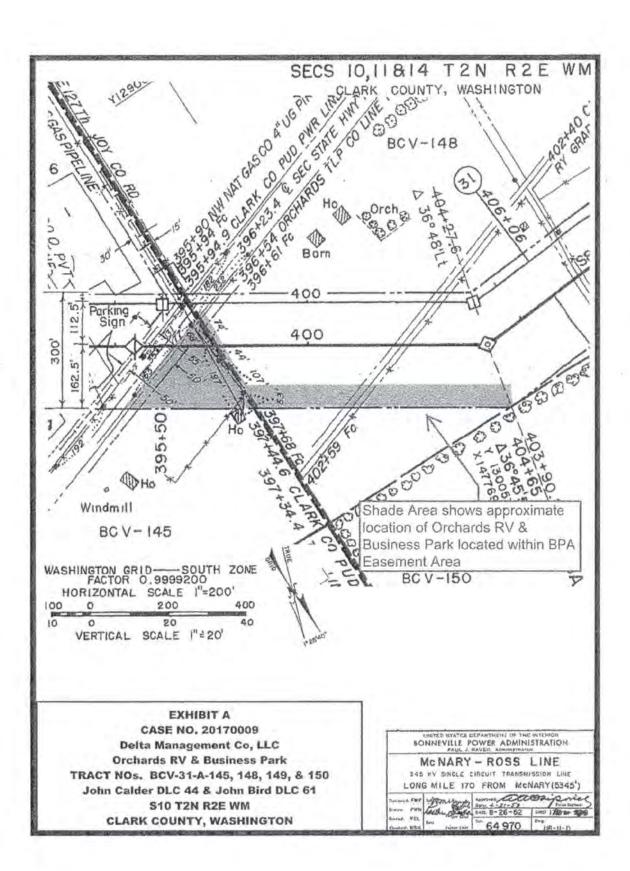
(b)(6)

Dawneen Dostert, Realty Specialist Bonneville Power Administration

-18

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.

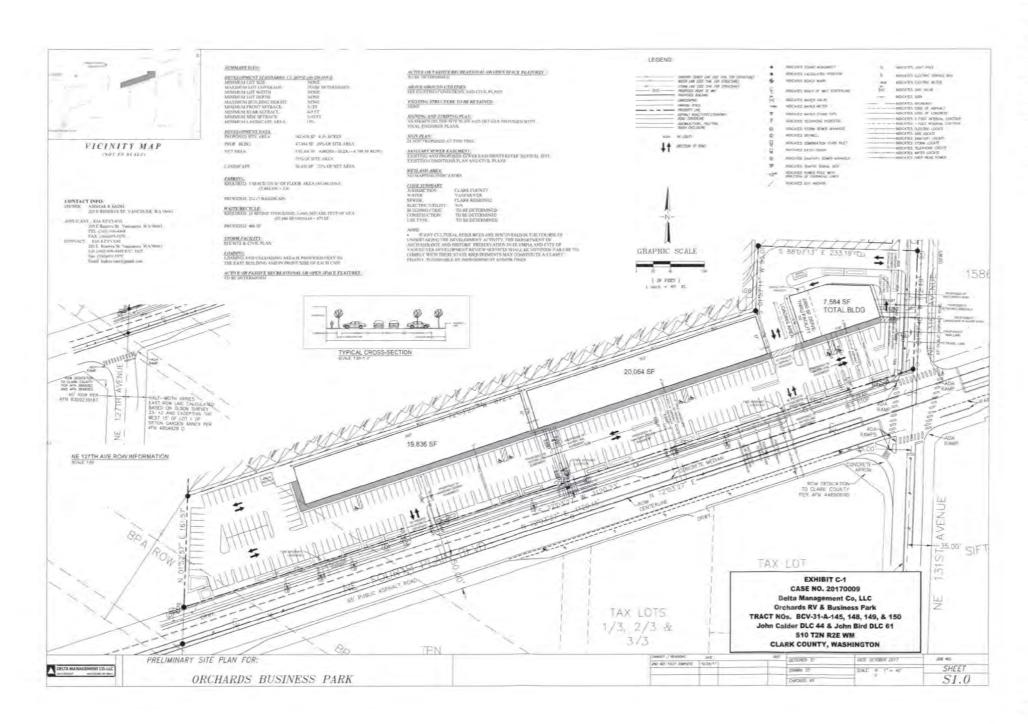
If you have any questions or concerns, please notify a BPA Realty Office. You may contact Dawneen Dostert by telephone at 360-418-2586 or send written correspondence to the address listed at the top of this Agreement.



#### Exhibit B ADDITIONAL TERMS AND CONDITIONS

- 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 <u>50</u> feet between Holder's Facility and where the transmission line structures enter the earth.
- 3. Maintain a minimum distance of at least <u>16</u> feet between construction equipment 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 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.
- 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.
- Lighting standards are not to exceed <u>21</u> 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.
- Lighting standards are not to exceed the heights shown on Exhibit C-3; a detailed utility plan showing locations of electric service lines must be reviewed prior to installation of Holder's Facility.
- Vegetation shall not exceed <u>10</u> feet in height, obstruct access to structures, or be planted within <u>50</u> feet of any structure. Any vegetation exceeding the height or obstruction limitation may be removed by BPA.
- Any portion of Holder's Facility constructed within BPA's Easement Area shall be designed and built to withstand <u>HS-25</u> loading for BPA's heavy vehicles.
- Mark the location 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.
- Bury and maintain the water pipeline to a depth of <u>36</u> inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.

- Bury and maintain the sanitary sewer pipeline to a depth of <u>36</u> inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
- Bury and maintain the storm water pipeline to a depth of <u>36</u> inches or comply with applicable NESC, national, state, and/or local standards, whichever is greater.
- Holder shall not store flammable materials or refuel vehicles or equipment within BPA's Easement Area.
- 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.
- 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 <u>16</u> feet wide.
- 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.
- 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.



LEGEND: SUMMARY INFO: ACZD'E OR PASSIVE RECREATIONAL OR OPEN SPACE FEATURES; TO BE INTERMINED HOLATED FOLIO WORLMEN INDICATES LIDIT FILE MENERAL DESCRIPTION AND A DESCRIPTION OF A DESCRIPTIONO OF A DESCRIPTION O INDICATES CALGULATED POSTER INCOMES INCOME SERVICE BOX URINALISE SUE MAXIMUM LOT KUE MENNEN LOT KUETH MENNEN LOT KUETH MENNEN EEL DING SEECH MENNEN FROM SEE STEACK MENNEN SEE SETEACK MENNEN SEE SETEACK MENNEN LANDSCAFF AREA . NONE NONE NONE 10 FT NOA NOA 14%LOF TOTAL AREA ABOVE GROUND FTELTHER. SPE EXISTING CONDITIONS AND CIVIL PLANS INDICATES GENCH MAINT NDCATES ELECTRE METER 1.2 INDIANES NEED OF MAY CO. BOCATES GAS VILLE. EXISTING STRUCTURE TO BE RETAINED. BOCKES SIN MICATE MADE 16.16 -NOCKTS BOADANY NOCKTS DOE OF ASPANJ -NOCKTS DOE OF CONTREL BOLATEL WATER ACTOR 1004508 SIGNING AND STREPTING PLAN SEE SIGN PLAN, STREPING SIJALL BE PROVIDED WITH FINAL CIVIL SUBMITTAL -HEICHTES MATTER STAND FIRST HOLATIS LOC IN COLORING CONTRA-HOLATIS INCOMPTING CONTRA-HOLATIS INCOMPTING CONTRA-HOLATIS LICETICS LOCATI HOLATIS LICETICS LOCATI HOLATIS SHIFTING LOCATI HOLATIS SHIFTING LOCATI HOLATIS SHIFTING LOCATI -----INDICATES TELEPHONE PEDESTIN BV PARK DEVELOPMENT BATA PROPOSED SITE AREA WURSH SF 152 ACRES SANJTARY SERVER EASEMENT: SEE EXISTING AND CIVIL PLAN MERIATES STORM SEMER ANNIOLI TOTAL RV PADS: INDICATES DRYNELL 24 METEAND, 6854: NO MANYING INDICATORS FROM BLOG \$100 SF 0.4% OF SITE AREA HOCATEL COMMISSION CUT HERATE GATE MER 10% 7.752 SF ULST AVE DEDICATION NET AREA: \$13,579 SF MIN OF SITE AREA CODE SUMMART HEREATES SANTARY SENER ANY CATUS OWN HEAD FORES CLARK COUNTY LANDSCAPE 144,555 SF 32% OS NET AREA CLARK COLNTY VANCOUVER VANCOUVER TO BE DETERMINED TO BE DETERMINED TO BE DETERMINED TO BE DETERMINED HOLATES THAT C SONG MA WATER SEWER: ELECTRIC UTILITY BUILDING CODE PARETNG--1.0 NDEATES FORER FOLE WITH DIRECTION OF DIRECTI CONSTRUCTION: USE TYPE MA HOCATES GUY AND OF PROVIDED 29 (INCL. 5 BANDICAP & 21 VISITOR) RANTE RECTORE: NOTE: WITH ANY CITENTIAL ADSOLVEMENT, AND DISCOVERED IN THE COURSE OF WITH ANY CITENTIAL ADSOLVEMENT, ANY CITENT THE DEVANTMENT OF MANCOVER, DEVAND DISTURBED PRESENTATION IN CONTRACTOR VANCOVER, DEVAND DISTURBED PRESENTATION ON CONTRACTOR VANCOVER, DEVAND DISTURBED TAYARD DISTURBED TO ANY CITE VANCOVER, DEVAND DISTURBED TO ANY CITEMPONENTIAL ACCESS FELDINY, POINSI-VALLE BY IMPERSIONATIA ADDIOR FINES PROVIDED - 1530 197 STORM FACILITY PROVIDED SEE CIVIL PLAN LOADING PROVIDED IN FRONT OF EACH BUILDING ACTOR OR PASSIVE REVIEW ATIONAL OR OPEN APACE FEATURES. 1 = 1 --- 4 11 APRO 7 nn ANNUEL F 0 -ALC: NO Variability and # 15865 RECEIPT HAPPERS 7 10070022 11 And in the 100 296.58 Selling and a selling

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PRELIMINARY SITE PLAN FOR:

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DELTA MANAGEMENT CO. LLC

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EXHIBIT C-2

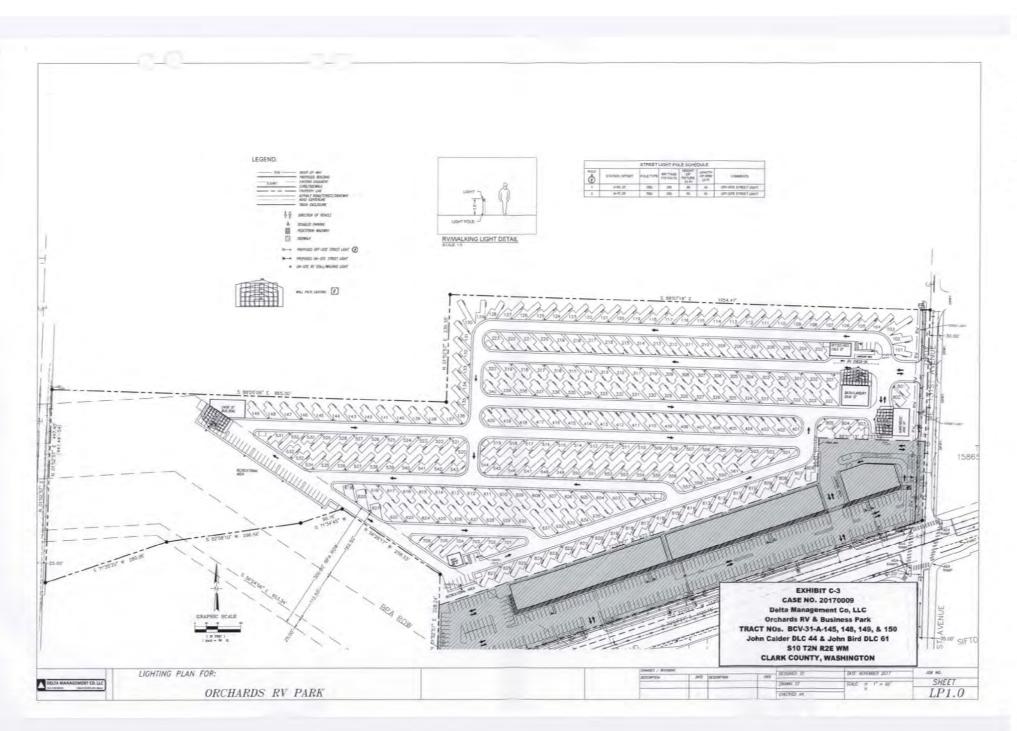
CASE NO. 20170009 **Delta Management Co, LLC** 

**Orchards RV & Business Park** 

TRACT NOs. BCV-31-A-145, 148, 149, & 150 John Calder DLC 44 & John Bird DLC 61 S10 T2N R2E WM CLARK COUNTY, WASHINGTON WALL / MURRIER ME DERME ST date Lorscanton NUCLEY TON 280 miles 57 DECKED: AK

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#### APR 3 1991

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

Mr. Don McDowell Transit 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 Bonnaville Power Administration's (BPA) easement area for a park and ride facility and park. The portion of the right-of-way proposed for development 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 rights-of-way practices in light of the current uncertainty on biological effects from electric and magnetic fields (EMF). That review has 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 EMF.

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 research 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/MF", "Electric Power Lines: Questions and Answers on Research into Health Effects", and "Electrical and Biological Effects of Transmission Lines". If you would like to discuss EMF further, please feel free to call Jack Lee, BPA's expert on this issue. He can be reached at (503) 230-4530.

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The easement deeds BPA acquired for the land crossing your proposed development area give BPA the right to prevent any use of the land that would interfere with our ability to operate and maintain our facilities. Additionally, it gives BPA the unconditional right to prohibit any inflammable 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 owner of the land on which its easements sit.

A determination of interference with our ability to operate and maintain the lines cannot be made 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 inflammable 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 area between the fence and tower is not to be grounded. These restrictions are based on the assumption that ground grade remains unaltered. Your detailed plans should include finished grades.

Once we have reviewed your plans, we can provide you a letter which would document our finding that your facilities, as fully developed and evaluated by BPA, would not interfere with any land 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,

Renen M. Ferrera

Renee M. Ferrera Chief, Land Management Section

4 Enclosures

cc: Mr. Merk Brickson Erickson Enterprises 7925 NE. St. Johns Road Vancouver, WA 98665

CYLee:cmk:3291 (VS10-MMLC-8662b)

bcc: E. Peterson - LE J. Lee - EFBG Official File - MMLA (Case No. 910268)





Department of Energy Bonneville Power Administration P.O. Box 3621 Portland, Oregon 97208-3621

# APR 3 1995

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

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. William D. Huyette 3214 NE. 42nd 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 home 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 directly 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 Road Vancouver, WA 98682

bcc:

P. Reynolds - TC/Portland J. Johnson - TFDF/1500 Official File - TTRI (Case No. 941146) Centrifue Receipt No. 2 004 429 188 DBaker:db:jd:3293:03/29/95 (TTRC-8998:W:\TTRC\CASEFILE\941CASE#94114602.DOC)

**OFFICIAL FILE COPY** 

TTRC Case No. 941146 William D. Huyette 3214 NE. Forty Second Street Vancouver, WA 98663

NOV 10 1954

Dear Mr. Huyette:

This is in reference to your telephone conversation with Realty Specialist Dee Baker on November 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.

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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/ Rom mara

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)

MAR 1 2 1990

HALC (Case No. 900215) Tract No. BCV-151 McNary-Ross Bonneville-Vancouver (Operated as Sifton-Ross No. 1 and Bonneville-Alcoa No. 2) Transmission Lines

Mr. Mark Erickson 7925 NE. St. Johns Road Vancouver, WA. 98662

Dear Mr. Erickson:

I am writing in reply to your application dated January 3, 1990, for use of the Bonneville Power Administration (BPA) right-of-way occupied by the transmission lines referenced above for parking. The property in question is located in a portion of the John Bird Donation Land Claim No. 61 in Section 10, Township 2 North, Range 2 East, Willawette Meridian, in Clark County, Washington.

Our engineers and line maintenance people have reviewed your request and would agree to your proposed use with certain reservations. These reservations are as follows:

1. BPA shall not be liable for any damage to the parking lot located within the right-of-way which might 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 along the right-of-way and to the structures must be kept clear and made available at all times to our maintenance crews.

3. The construction, use, and maintenance of the parking lot shall be at no cost to BPA.

4. Final plans of the proposed parking lot with any light standards indicated must be reviewed before any permit is issued.

# **OFFICIAL FILECOPY**

5. We would prefer that there be as little parking under the conductors (wires) as possible.

6. No storage of flammable materials shall be allowed on the right-of-way.

7. No refueling of vehicles or equipment shall be allowed on the right-of-way.

8. Construction equipment must maintain a minimum distance of sixteen feet (16') between the equipment and transmission line conductors.

9. Equipment over fourteen feet (14') shall not be allowed to operate under BPA conductors.

10. Vehicles and vehicular activity shall remain a minimum of fifty feet (50') from the point where steel lattice tower legs or concrete foundations enter the earth. If this clearance cannot be pet, adequate protection for BPA structures from vehicles shall be provided by the use of quard devices (guard rails, post barriera, Jersey type barriers, etc.). If guard devices are used, they should be positioned at least twenty feet (20') away from the tower legs where they enter the earth. Also, if guard devices are used, the applicant should provide BPA with the details.

11. No grade changes to facilitate construction or disposal of overburden shall be allowed. BPA's right-of-way shall be restored as much as possible to its original condition following construction.

I have enclosed a perphlet entitled "Living and Working Around High Voltage Power Lines" for your review as well as BPA Drawing Nos. 14132 and 64971 with the area of right-of-way to be used highlighted in red.

If you plan to use the right-of-way for parking, please submit your plans to Land Management Section-MMLC, F.C. Box 3621, Portland, OR 97208, and we will review them prior to fesuing a permit. If you have any questions, please call-Sally Binninger at (503) 230-3293.

Sincerely,

/s/ RENEEM, FERRERA

Renee M. Ferrera Chief, Land Management Section

2 Enclosures

<B SBinninger:sab:lwr:3293 (VS10-MMLC-6208b)</pre>

cc: (w/o enclosures) Official File - MMLA (Case No. 900215)



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.

	Disposal action has been completed on the above tract(s).
	GIS MAPPING NECESSARY (if full disposal) - Send to TERG-TPP-4
	Partial Disposal has been completed.
	Easement rights have been granted.
$\boxtimes$	No Rights Issued.
	Date Encroachment Removed:
	No Permit required as crossing is to be located within a public or county roadway.
$\boxtimes$	NO MAPPING NECESSARY.
	MAPPING NECESSARY - Send to TERM-TPP-4
	Cancellation.
	Instrument (i.e., LUAG, Service Line Agreement, Notice of Limited Consent, etc.)
	Other.

Anna L. Marshall Realty Technician

Note: Project cancelled.

Attachment

cc:

29.3

DEC 2 8 2017

26700002

### 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

2/23/2009

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: 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

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

DISCLAIMER: This electronic message and any attachments are supplied in good faith and are believed to be virus free. HDJ Design Group, PLLC accepts no responsibility for the damage or loss (arising from negligence or otherwise) which may occur through the use or transmission of this message and attachments.

The contents of this electronic message and any attachments are intended only for the addressee and may contain privileged or confidential information. If you are not the addressee, you are notified that any transmission, distribution, downloading, printing or photocopying of the contents of this message or attachments is strictly prohibited. The privilege of confidentiality attached to this message and any attachments is not waived, lost or destroyed by reason of mistaken delivery to you. If you receive this message in error, please notify the sender by return email or telephone by calling (360) 695-3488.

2/23/2009

### Dostert, Dawneen M - TERR-3

	Destation II TEDD 1
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
Attachment	ts: 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.

Thank You,

Andy Nuttbrock | 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

Engineers | Landscape Architects | Planners | Surveyors

12/31/2008

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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12/31/2008

## Department of Energy



Bonneville Power Administration P.O. Box 3621 Portland OR 97208-3621

TRANSMISSION BUSINESS LINE

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 (w\tsr\case\casefile\008case#\20080637CVRLTR.doc)

	(Domestic Mail O For delivery inform	DervicerM DMAILTM RECE Inly; No Insurance Cove ation visit our website at we	rage Provided)
	SAE OFF	ICIAL	USE
	=O Postage	\$	
	Certified Fee Return Receipt Fee (Endorsement Required)		Postmark Hare
	Restricted Delivery Fee (Endorsement Required)		
	Seni To ELCC Street, Apt No. 79	s Son Enterpr	ISON
<ul> <li>SENDER: COMPLETE THIS SECTION</li> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailplece, or on the front if space permits.</li> </ul>	PS Form 3800, June 200 PS Form 3800, June 200 COMPLETE THIS SECTION ON A(b)(6) B. Received by (Printed Name)	DEUVERY gent ddressee C. Date of Delivery	Reverse for instruction
1. Article Addressed to: ERICKSON ENTERPRISES	D. Is delivery address different from If YES, enter delivery address (20080637,	belaw: 🗆 No	
7925 ST. JOHNS ROAD VANCOUVER, WA 98665	3. Service Type Securitied Mell Expre Registered Return Insured Mell C.O.D	ss Mail n Receipt for Merchandlaa ),	
the construction of the second	4. Restricted Delivery? (Extra Fe	ee) 🖸 Yees	
2. Article Number 7005 1160 (Transfer from service lat. 7005 1160	0003 8365 1303		
	atum Receipt	102595-02-11-1540	

2

DATE: 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 semi-trucks will be prohibited from parking on the ROW.

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 50 feet from the nearest lattice steel tower leg, and they should be buried at a depth that satisfies local and state requirements.

### RESERVATIONS:

- 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.
- The detailed drawings for the parking area must indicate both proposed finished elevations as well as existing ground elevations.

The BPA Right-Of-Way shall be returned to its original condition 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 HS-20 loading from **PRECEIVED** 

DEC 0 3 2008 REAL ESTATE FIELD SERVICES

Danne this

- Access to the BPA transmission line structures must remain open and unobstructed at all times. Provide min 16ft. wide gates on fence and a path 16 feet wide through the parked cars. Location of gates to be approved By TLM.
- Construction equipment must maintain a minimum distance of <u>16</u> feet between equipment and transmission line conductors.
- $\Box$  / There shall be no storage of flammable materials or refueling of
  - vehicles/equipment within the right-of-way.
- □ Landscaping within the right-of-way shall not exceed 10 feet in height.
- □ Nuisance shocks are common on High Voltage Transmission Line rights-of
  - way. Please plan your uses taking this into consideration.

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

BPA F 4300.21e (01-08) (Previously BPA 411) (Prior editions unusable)

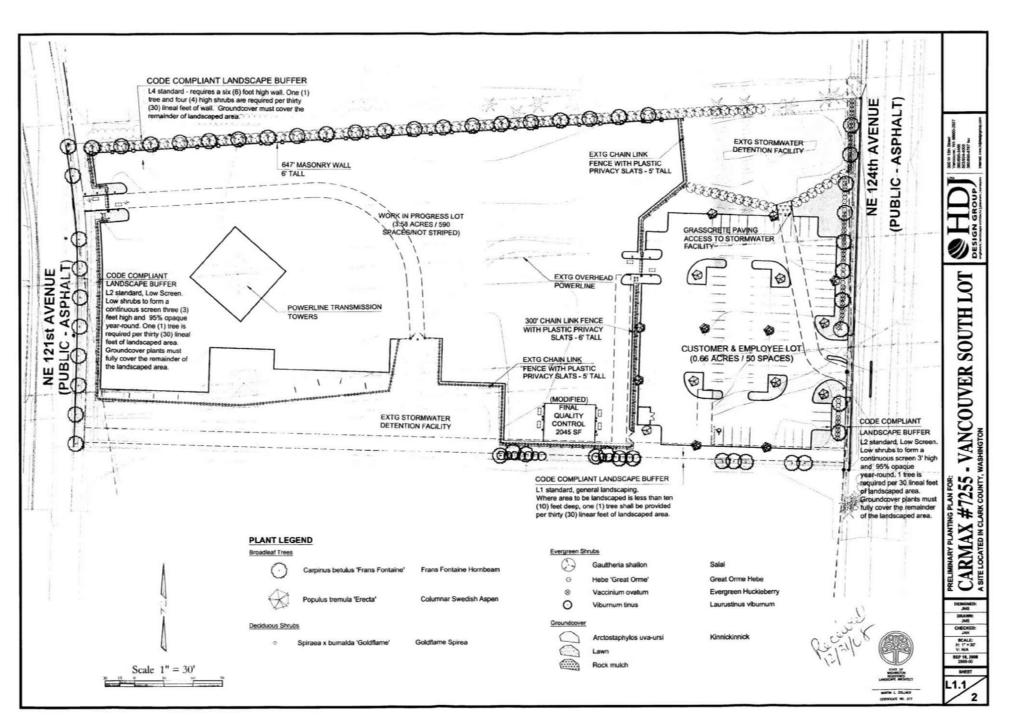
### U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION LAND USE REVIEW REQUEST

Electronic Form Approved by Forms Mgmt.– 01/08/2008

TRA	NSMISSION LINE MAINTENANCE LURR COMM	
14. Operating Line Name (s) Mcnary-Ross	15. TLM Log No.	16. Case No. 20080637
Unacceptable	TLM, TELC, TERR, NRS Meeting Requested	
Acceptable as proposed	Acceptable with following provisions (see comm	ients)
A distance of at least 20	feet from conductors (wires in the air), and the Equip	ment
All <u>above ground</u> uses must m	naintain a distance of at least 50-feet from all structures. (Exce	eption: where vegetation is
concerned – see comments	below)	
whichever is greater. Also, ma	e project is required to be built to HS20 loading standards or t aintain a distance of at least 50-ft from all steel lattice structure <i>ields – see comments below)</i> .	
Please note: Buried BPA und require	derground facilities; i.e. counterpoise, fiber vaults, etc. may be feet of clearance.	present and
All approved fences shall have BPA is permitted to use its ow	e a 16-foot gate(s) installed at the approved location for acces /n TM locks, where needed.	s by BPA maintenance vehicles and
	t inspection with applicant and TLM / NRS personnel prior to u use/agreement must be made prior to release.	use - and - an additional inspection at
Shall have a BPA approved sa	afety watcher present during construction of the project.	
Vegetation – Landscape, low g least 50-feet (or	growing vegetation, and shrubs, should not exceed 5 ) away from any structure.	feet in height, and <u>must</u> be at
T & B required – see your N	RS for Christmas Tree and Commercial Orchard requirem	nents.
Comments:		
No light stands underneath conduc	ctor and no structures on ROW. All storm drains must m	naintain 50ft from steel structure.

Reviewer	Phone No.	Date
K. Troy Anderson	2590	12/03/08

•



COMMON NAME	QIY	SIZE at PLANTING	SOLD AS	PLANI SPACING	SIZE M MATURITY	HABIT	GROWTH	LIGHT.REQ	CHARACTER	
tans Fontaine Horiocam	48'	f"cai	66.B	As shown	40 H x 15 W	Courner	Moderate	Full Sun	Grown br unsammski kurspe, great goden bil color; groj bank is futed and smooth.	100 OC
Columnar Saledish Aspen	23	112 cal	56B	As shown	43'H x 15'W	Namuer upright	Fest	Full sun	Rounded block previous sole in and years fail color, ad branze new growth, 1 of the networks of columnar trans-	160 Street on VA 800 04.000 04.000 04.000 04.000 04.000 04.000

	BOTANICAL NAME		COMMONNAME	QIY	SIZE at PLANTING	SOLD AS	PLANI SPACING	SIZE at MATURITY	HABIT	GROWTH	LIGHTREQ	CHARACTER	
1	Carpinus botalus Frans ForLand		Frans Fontaine Horiboan	45	f" cai	668	As shown	40 H x 15 W	Coumnar	Moderate	Full San	Grown br ornamental lunge, geel golden hal color, gray bask is fuded and smooth	
	Papulus trenule Encle		Columnar Swedish Asyer	23	112 08	568	As shown	43" H x 15" W	Nerce: uplight	Fest	Full sun	Rounded blush previewes usile in and years fall odio, red braze ree growth, 1 of the narrowest of columnar trees	
				19 al 19 al 19 al 19 al								an de la companya de	
	Habe 'Great Onne'	000	Great Orme' Hebe	38	l gar	Cont.	305	SHKOW	Rounded	Fast	Sun/Part Shade	Shiny yolow-grain leaves, long pancies of prix fowers	
	Gaultheria shallor		Salul	<u>93</u> °	i ga	Cant	3 0 5	4-19 H / W	Upight bushy	Slow	Part Shade	Planers are pendent primitivative followed by bunches of dark purple berrise, forms danse thickets	
	Vaccinium evolum		Evergreen Huckleborry	58'	) gaj	Cont.	3 0 2	3 - 12 H* s 5 W	Upright bushy	Slow	SuniPart Shade	NW name, small leathory leaves pronce new growth, black bernes, *3 tail in shade, 12 tail in shade	_
	Wbumum Linus		Laurustinus Viburium	21	3.94	Cont.	3 oc	:2Hx9W	Upright, rounded	Slow	SunPart Shade	Lusitous dan grent leaves while fowers; metallic blue hat makers to a blue Nack.	
	Spinner v bornalisu Gotolium.		Goidtame Spinoa	45	1 gal	Cont	2500	€H×€W	Denve, uplight	Fast	FullPart Sun	Poliker prix flowers cow Pr-activity steris in late spring, attracts buttorfies, namowleaved, dek blue-green foliage	
	Arctastaphysics universe		Kunikimuck	F& Arce	1 gar	Cont	24° o c	€.H×¢.M	Spreading mat	Sion	SumPart Shado	Email, smuch: daik jacon leathory leaves; small white flowors tinged pink become red benies	_
¥	40% Lolium pomine Dribueir 40% Lolium pomine Nobilit/ 10% Pestocarabra var. Sciencifal 10% Pestocarabra Baoger		Delaware Dwarf Protennial Rycy Nabiloy Poronnial Rycyraz Sithouette Chewings Fescu Badger Creeping Red Fescu	s Fili Arca		8LBS	PER 1000SF		Surmark Seeds Trouddale, Or 1885-214-7333 www.surmarkseeds.co				
	Landscape Standard	quired	L4	andard Standard, H		tree at	nd 4 hinh sh	nubs are required o	er 30 lineal feet of w	ali Groundcov	ermust		
sr.	8	1 @ 7.5 o.c. III Area		cover the remain									
L2 L	andscape Standard			Standard, L	ow Screen								
er	6	0.6 8 @ 4.5 o.c. 11 Area							paque year-round. 1 over the remainder of				
- L1	Landscape Standard	2		Standard, G				leet deep 1 trae	shall be provided per	30 linear lent	of		
Br	N	ill Area		andscaped ar					and provide her				
	andscape Standard			Standard, L	ow Screen	L							
er	N	û Ione ill Area	None	low shrubs to be substituted leet of landsca	for shrubs.	but tre	es and grou	igh and 95% opac indcover plants are	ue year-round. A 3' still required. 1 tree	high masonry is required per	wall may 30 tineal		
Land	iscape	6	16	and one owner	chall cost	in lend	icana alard	is any ally delayed	ed at a ratio of t inte	od by group 7 -	advina		GB
	1	6							ed at a ratio of 1 isla il be at least 4 ft wid				

26700002

BPA F 4300.03e (11-05)

#### U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY 1-800-282-3713

Electronic Form Approved by Forms Mgmt 12/28/2005

11. 4rg bsre

NO APPLICATION FEE For individual landowners requesting personal use of BPA Right-of-Way	\$250 APPLICATION For developments or subdivision is non-refundab	ns. Application fee	\$2500 APPLICATIN For longitudinal occupancies t miles of BPA Right-of-Way. non-refundab	hat require Application	
Applicant		Owner (Compl	ete only if the applicant is no	t the owne	r.)
1. NAME TRED, LLC		4. NAME Erickson Enterprises			
2. ADDRESS, CITY, STATE, ZIP 1240 Bergen Parkway, Suite A-256 Evergreen, CO 80439		5. ADDRESS, CIT 7925 St. Johns I Vancouver, WA	E	2008	
3. TELEPHONE NO. EMAIL ADDRESS: jhertz@tredilc.co FAX NO: (303) 670-4172	n	6. TELEPHONE NO EMAIL ADDRESS: FAX NO:	0.	CE	SEP 1 6

Assessors parcel number 158339-000, also known as Lot #8 John Bird DLC.

QUARTER SECTION(S)	SECTION(S)	TOWNSHIP	RANGE	COUNTY	STATE
SE & SW	10	2N	2E	Clark	Washington

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 sketch if appropriate.)

I Pipelines		Electric Service Line
Type: Gas	Sewer 🗌 Water	Voltage
Diameter	8-inch	Underground
Material	HDPE	Overhead XX
Buried Depth	3' minimum	
	Type: Gas Diameter Material Buried	Type: Gas Sewer Owner Diameter <u>8-inch</u> Material <u>HDPE</u> Buried 3' minimum

Narrative: Please describe your intended use in detail. In order to assure safe clearance, 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 for 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 associated parking spaces, and 3.58 acres of unstriped area for vehicle storage, which can accommodate

approximately 590 vehicles. Proposed on-site grading will consist of approximately 3,270cy 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.

(b)(6)

9. APPLICANT NAME Jake Hertz

11. APPLICANT TITLE Development Manager

JOLEDIO.37

#### (11-05) IF APPLICABLE, ATTACH NAME, COMPANY ADDRESS, AND A CONTACT PERSON FOR ALL UTILITIES INVOLVED IN PROJECT.

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.

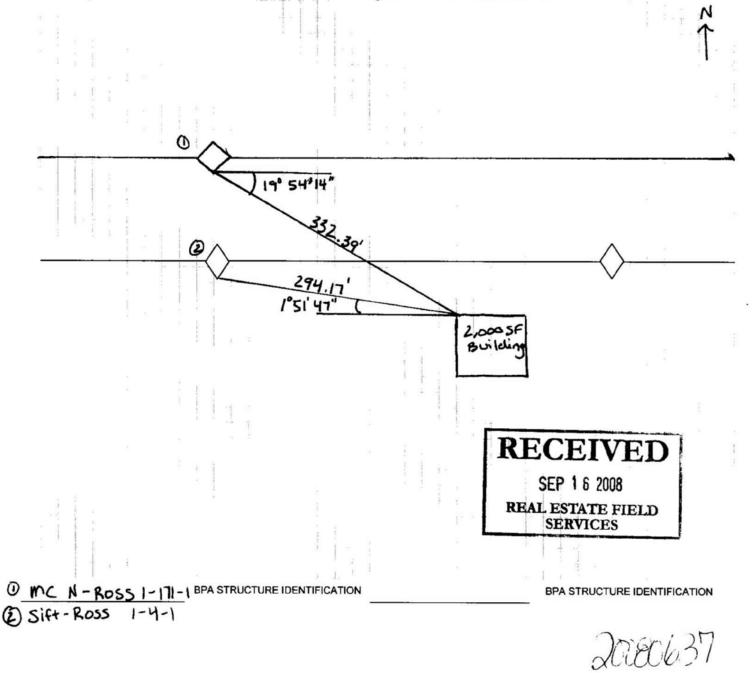




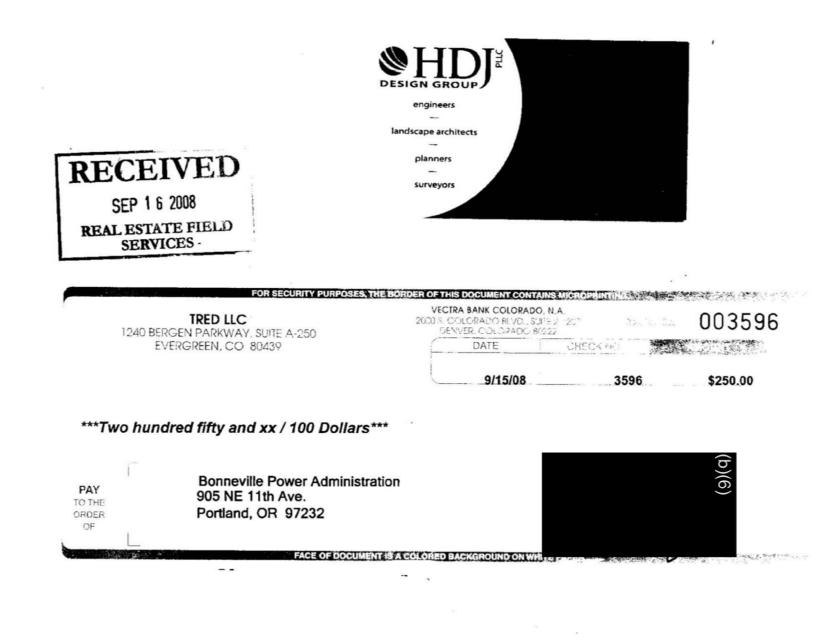
PS2 1-2-A BPA STRUCTURE IDENTIFICATION

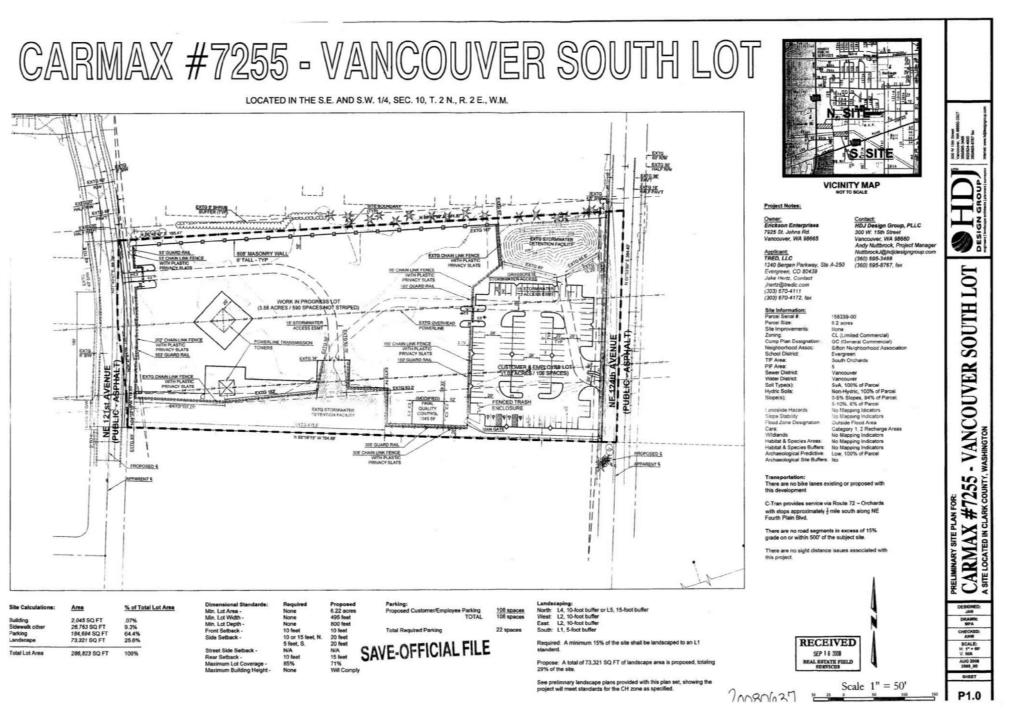


Identify structures and show distances and angles from BPA structures

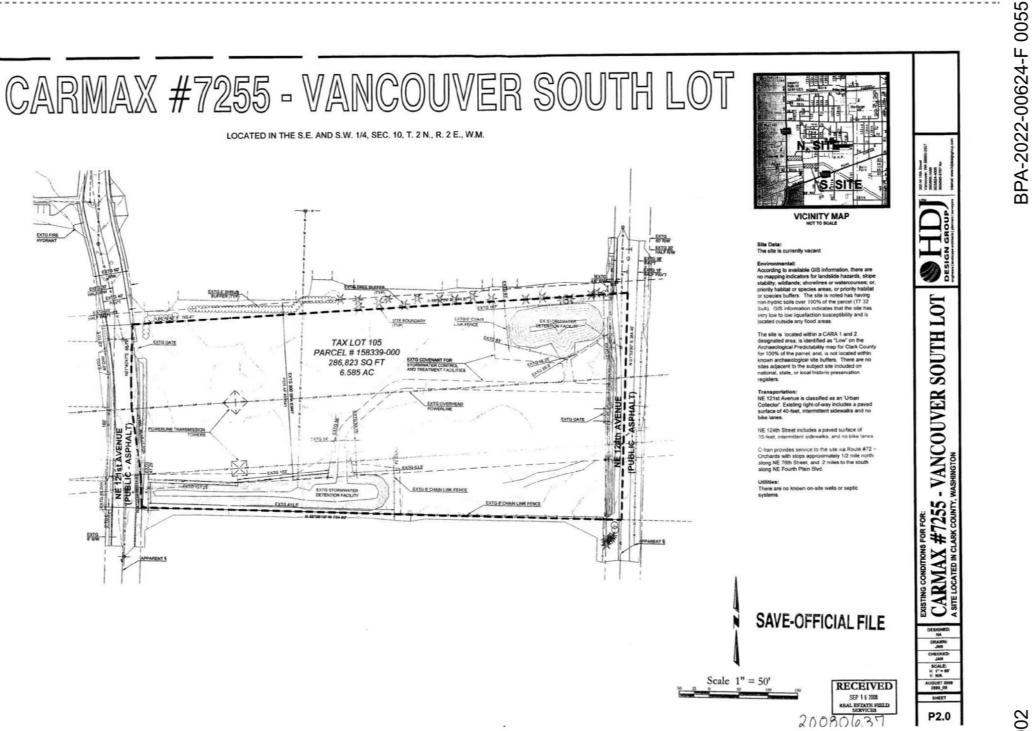


# BPA-2022-00624-F 0052





BPA-2022-00624-F



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EXTG GATE

POWERLINE TRANSMISS

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#7255

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A SITE

5

PRELIMINARY SUBJECT TO AGENCY REVIEW

20080

#### GENERAL NOTES:

SITE GRADING

The constance shall become familiar with the Geolechriscal report prepared by PSI, Inc., dated June 3, 2008 specifically for this site. The contractor shall follow all recommendations regarding earthwork as detailed in the report.

The entire site is to be mawed and stripped to remove all grass, note, organic soil, and construction fill debris porc to the beginning of any grading operations. The approximate steph of stripping is 6° as identified in the geotechnical report. The contractor shall salvage and stockpile enough select tops foil to accommodule landscaping needs.

Following stepping and grubbing, the exposed sole shall be proof roled to reveal weak, regaris, or other unsubble sols. Unsuitable sole shall be excerveted to tim ground and filed to grade with suitable native or structural file.

Exposed subgrade soils on areas to receive structural M should be scarified to a depth of 8 inches.

Fill areas shall be sincturally filled with surplus suitable materials from cut areas or imported structural fill. Select materials shall be placed in fit areas in tilts not to exceed 5°. Each if shall be compacted to 55% of the maximum dry density. Fill materials should be the of organics, and not, fragment in excess of 6° in dimension.

Compaction lealing shall be done in accordance with the AASHTO T-99.

At the and of the grading operation, the stockpiled strippings shall be distributed on the landscape assas in a compacted depth not to exceed 12".

All detelenous materials generated during site grading and strippings not utilized in the final ground cover operation shall be foulied from the site to a contractor provided vosile title

Any excess material, not required to complete the grades shown on the plans shall be naused from the site to a contractor provided waste lafe.

Ail surfaces shall be graded smooth and live of irregularities that night accumulate surface state/

All gracting operations and distorted surface stabilization shall be in accordance with the project Erreson Control Plan. Shaet C2.0.

#### STORM SEWERS

Roof drain pipe materials shall be ASTM D-3014 PVC pipe. The roof drain planeting aryost is actemptic and may be varied within Datarm Planeting Code guidelines. The contractor shall occurring the exact location and elevation of the roof dualet with the planeting plane.

Storm whet takenals shall be 8° in size and installed at the slope and elevation specified on the Street and Storm Sever Plan, Sheet C3.0

Materials for storm sever liter laterals unail be Compated Polyethylene Storm Sever Pipe

Maserials for storm server page shall be smooth nove right sensibly polystify/lene pitol methods the requirements of AASHTC 15.252 or 19.254 ( AOS N-12 ) or project approved visually

Portorated pipe materials shall be perforated Conlighted Polyethylene Storm Sewer Pipe.

Catch Sasaris shall be WSIDOT Type 1 or project approved equal

Tranch exceptition shall meet the requirements of Section 7-08.3(1)

Storm sewer pipe bedoing and backtill shall most line requirements of Section 7-(6.3/3). Pipe teeding and backtill material shall be select native material types A-1 to A-3 as approved by the director. Sacktill material shall be compacted to 95% of the maximum relative dentity.

Storm Seven relats, as noted on the plans, shall be fitted with an approved trap, per the details.

"Bother Sweler - Pinase Letwe in Grees" signs shall be installed at the beginning of each awate and on each side of the swele at 50 intervals. Approximately 12 signs are required for this project.

The biofilter seales shown on the plans shall be constructed level perpendicular to centerine as shown on the plans. Edge of scale bottom shall be "bluetopped" by Project Land Surveyor at a mammum of 25 memory to ensure ever construction.

The pavement shall be stenced at each each lease and curb mist "Dump No-Waste-Protect Your Groundwater"

Tred, LLC is responsible for maintenance and operation of the stormwater facilities.

#### SANITARY SEWER CONSTRUCTION NOTES

Santary sever laterals shall be 6" in size, installed at a minimum slope of 0.02 fb/t unless otherwise specified on the plan.

Materials for sanitary sever pipe shall be PVC pipe conforming to ASTM D3C34 unless otherwise specified.

Beading for PVC saver pipe shall be in accordance to the "Pipe Bedding Detail" 5-12 for flexible pipe.

Backtill for sanitary sever tranches shall be select native material types A-1 to A-3 as approved by the director. Backtill material shall be compacted to 90% of the maximum relative density.

Compaction lesting shall be done in accordance with the AASHTO 7-99.

Service laterals shall be extended to 6 behind the R/W line and the contractor shall mark lateral ends with a 10 - 2" x 4" board, tracing wire and mark the depth of the lateral on the 2x4 board.

#### WATER SYSTEM CONSTRUCTION NOTES

Back fill for water trenches shall be select native material types A-1 to A-3 as approved by the director. Backfill material shall be compacted to S5% of the maximum relative density.

Contractor to maintain a minimum 10' horizontal and 16' vertical separation between all existing and proposed water and sever marm.

#### BACKFLOW PREVENTION DEVICE

State approved backflow erotection shall be required on fire spiciality and impation systems. All logestides shall be protected with vacuum breakers. Further backflow protection shall be impaired depending on water vision (i.e., others, chainst at additions, booster owners, wells, with ... See shared 15, City of Vacinouver Backflow Invention Details.

If well a now exating on site, or is drilled in the future, a reduced pressure backflow assembly shall be required at each meter.

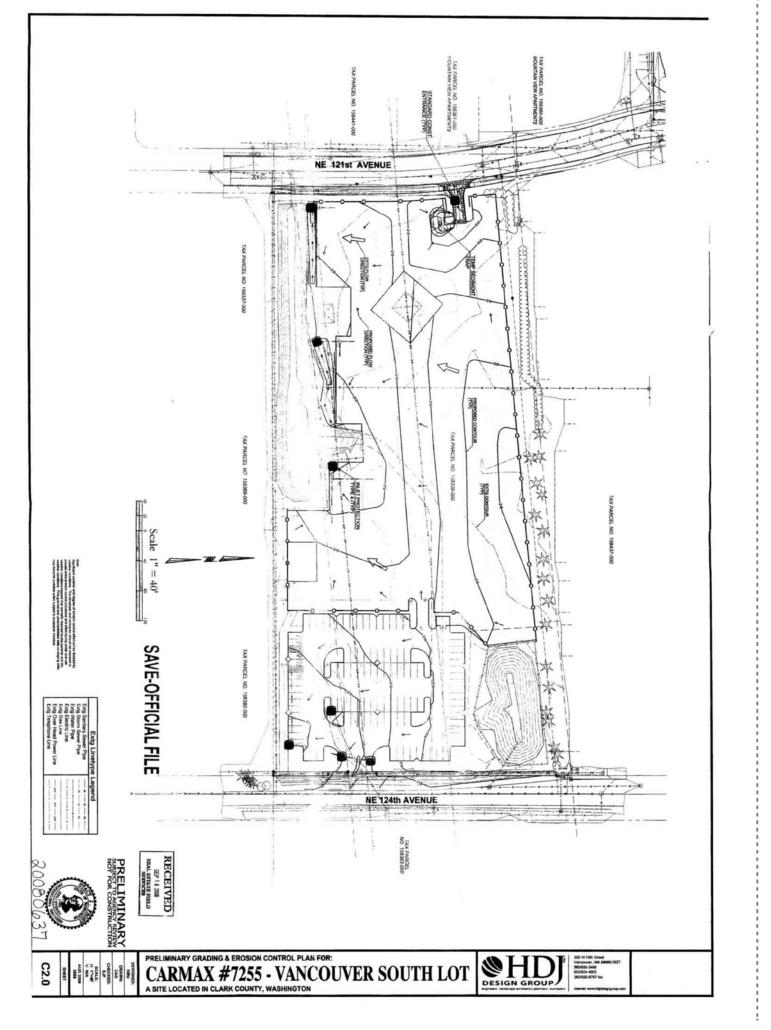
All commercial water meters shall be protected with state approved backflow devices

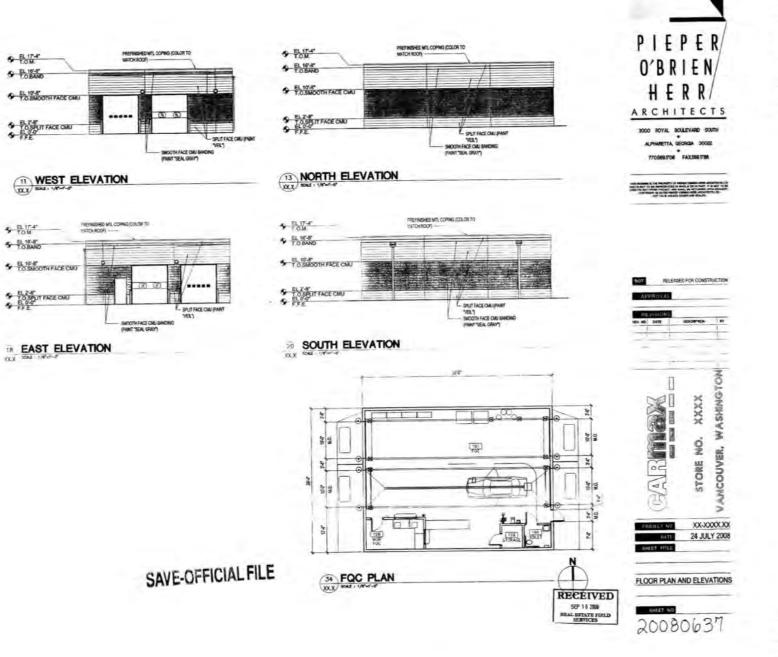
RECEIVED

SEP 1 6 2008 REAL ESTATS FIELD SERVICES

RECEIVED

SAVE-OFFICIAL FILE





- EL 17-4

S EL 16-8

4 BILA

S EL 16-8"

EL 2-4" TO SPUT FACE CMU EL 0-0" FFE

