



Department of Energy

Bonneville Power Administration
5240 Trosper St. S.W.
Portland, OR 97208

GRAY & OSBORN, INC.
REC'D SEATTLE
JOB #

MAY 12 1999

TV	_____	_____	_____	TJO	_____
MD	_____	KEE	_____	MJJ	_____
TMZ	_____	TWW	_____	TAN	_____
RS	_____	KA	_____	RRC	_____
	_____	DP	_____	AG	_____

May 11, 1999

In reply refer to: TSRF/Oly

TRACT No. CA-260; CA-261; CA-262; CA-262A; 3SH-K-55; SH-A-42

LAND USE No. 980381

LINE: Shelton-Kitsap #4; Shelton-Kitsap #3
(OPER as Olympia-Kitsap #3); Shelton-Allyn #1;
Shelton-Allyn #2 (OPER as Shelton-Kitsap #2)

CERTIFIED - RETURN RECEIPT REQUESTED

Mason County Dept. of Community Development
411 North 5th Street
Shelton, WA 98584

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of small diameter piping (HDPE) and a monitoring well associated with a wastewater system. Also to include improvement and use of existing access road.

The location of your use is partially within the N1/2 SW1/4 and SW1/4 SW1/4 of Section 19, Township 22 North, Range 1 West, and the SE1/4 SE ¼ of Section 24, Township 22 North, Range 2 West, and the NE1/4 NE1/4 of Section 25, Township 22 North, Range 2 West, all located in the Willamette Meridian, Mason County, State of Washington, as shown on the attached segments of BPA Drawings marked Exhibit A and B.

PLEASE NOTE: BPA is not the owner of this property, if you are not the owner, you must obtain the owner(s) permission to use this property. There may also be other uses of the property which might be located within the same area as your project. This agreement is subject to those other rights.

This agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.

BPA'S AGREEMENT IS CONTINGENT ON THE FOLLOWING CONDITIONS:

1. Maintain a minimum distance of 15 feet between construction equipment and transmission line conductors (wires).

2. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
3. The monitoring well and all pipe and electrical conduit shall maintain a minimum clearance of 50 feet to the point where steel lattice tower legs or concrete foundations enter the earth.
4. The pipe and electrical conduit shall maintain a minimum clearance of 25 feet to the point where wood poles, guy anchors, steel poles or concrete poles enter the earth.
5. Design the buried pipe and electrical conduit to withstand HS-20 loading from BPA's heavy vehicles.
6. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
7. Bury the conduit with a minimum cover of 36 inches. Construct and maintain the cable to comply with applicable national, state, or local standards.
8. Mark the location of the underground monitoring well, the pipe and electrical conduit with permanent signs, and maintain such markings, where they enter and leave BPA's right-of-way, and at any angle points within the right-of-way.
9. Restore BPA's right-of-way to its original condition, or better following construction. No grade changes to facilitate disposal of overburden shall be allowed.
10. Equipment, machinery, and vehicles traveling on BPA's right-of-way shall come no closer than 25 feet to any BPA wood pole structure or guy anchor ground attachment point.
11. BPA shall not be liable for damage to your property, facilities, or injury to persons which might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.
12. Damage to BPA property, resulting from your use, shall be repaired or replaced by BPA at its option. The actual costs of such repair or replacement shall be charged to and paid by you.
13. Construction/installation, use, and maintenance of the wastewater treatment facilities shall be at no cost to BPA.
14. Modification of your present use requires BPA's written approval prior to implementation.

15. ENVIRONMENTAL RESPONSIBILITY: You shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state or federal laws or regulations applicable to the facility. You shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. You shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by you. Violations of such requirements by you shall make this agreement voidable at the election of BPA.
16. You should be aware that: (a) Immediate access may be required during power outages or other emergency situations resulting in the destruction or removal of fences or structures on the right-of-way; and (b) BPA will NOT be liable for ANY damage to your property which might occur as a result of maintenance activities.
17. Other uses and utilities on the right-of-way must be applied for separately.
18. You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION AND MUST ALSO BE COMPLIED WITH:

Hazard or Interference: The subject use of this easement area has been determined not to be a hazard to, nor an interference with, BPA's present use of this easement for electric transmission line purposes. Accordingly, there is no present objection to such use. However, if such use should, at any time, become a hazard to the presently installed electrical facilities of BPA, or any facilities added or constructed in the future, or if such use should interfere with the inspection, maintenance, or repair of the same, or with the access along such easement, you will be required to remove such hazard or interference at no expense to BPA.

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

This Land Use Agreement becomes effective upon the commencement of use as set forth in the Agreement. If you have any questions or concerns, please notify us. This Agreement is a permit, revocable at will by the U.S., and does not convey any easement, estate, or interest in the land.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS FROM THE RECEIPT OF THE AGREEMENT, THE TERMS OF THE AGREEMENT WILL BE ASSUMED TO BE ACCEPTABLE. THE AGREEMENT WILL THEN BECOME A PART OF OUR PERMANENT FILE AND MAPPING SYSTEM.

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TSRF/Olympia), 5240 Troser Rd. SW, Olympia, WA 98512-5623 or by telephoning Donna Ten Eyck toll free at 1-877-943-8630 or directly at 360-704-1608.

THIS AGREEMENT IS HEREBY AUTHORIZED

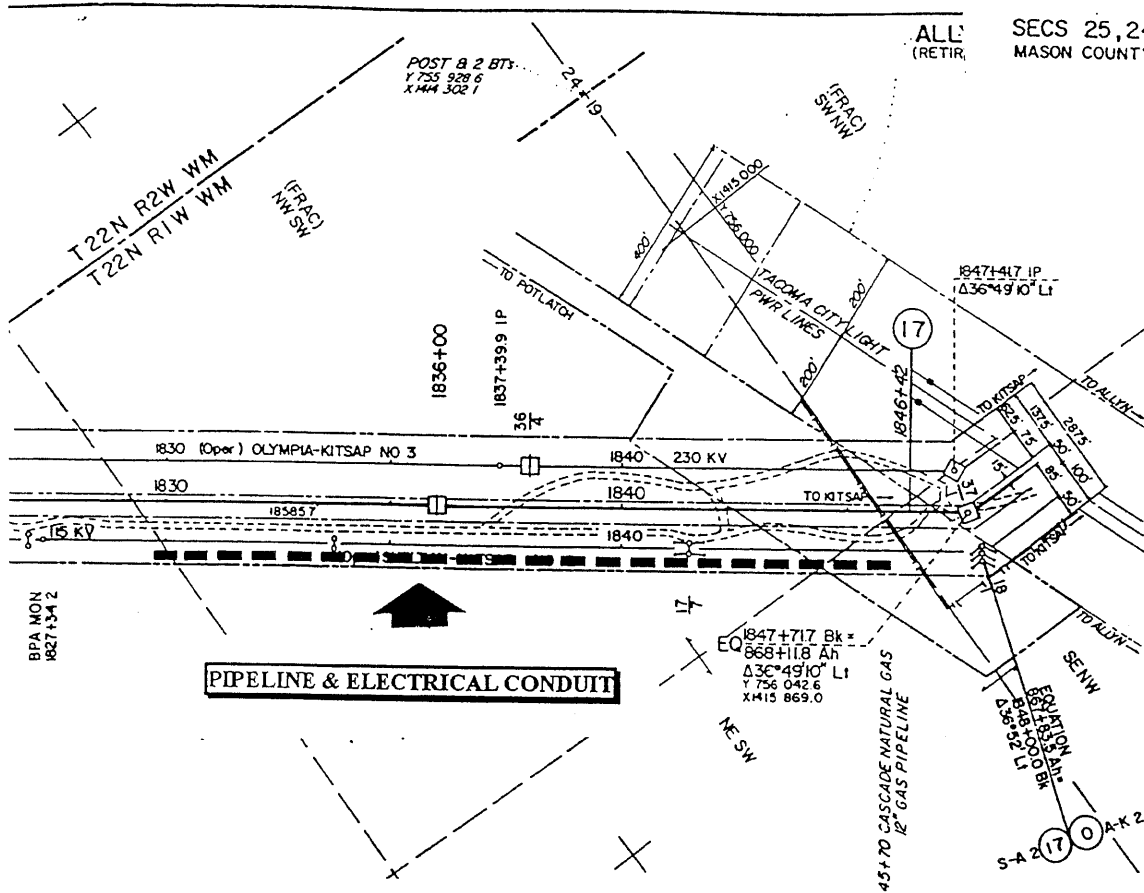
Kerri Buckner for

Donna Ten Eyck
Field Realty Specialist

cc:

Gray & Osborne, Inc.
Attn: Harry Sellers
701 Dexter Avenue North
Suite 200
Seattle, WA 98109

SECS 25, 24 & 19 T22N R2 & 1W WM
MASON COUNTY, WASHINGTON



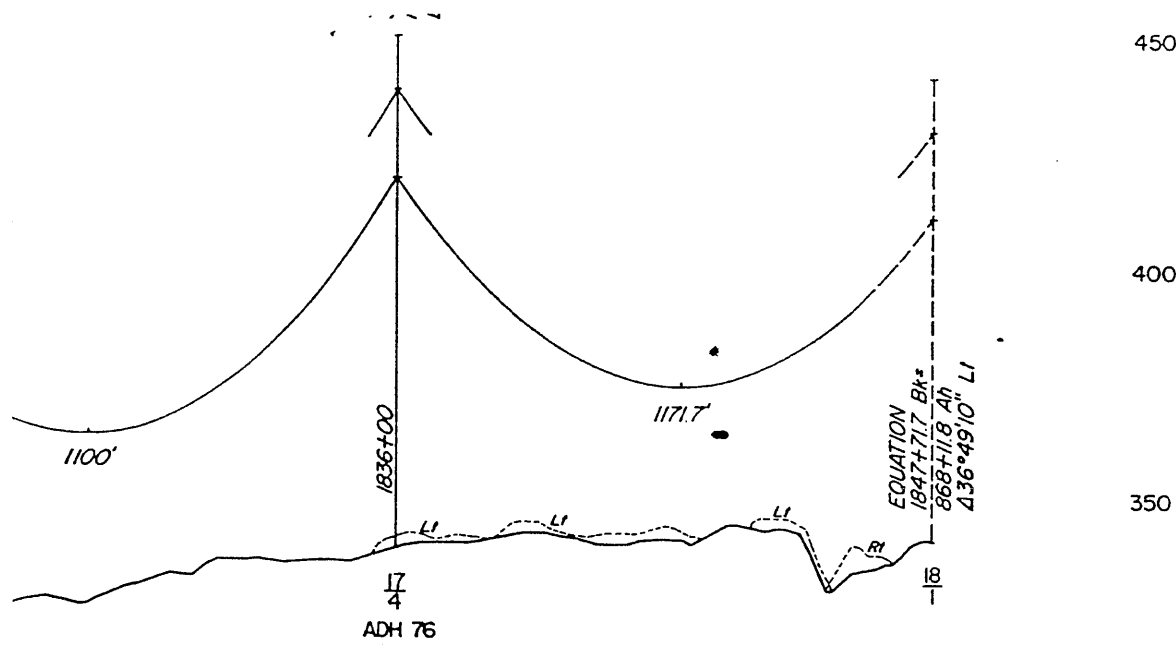
CASCADE NATURAL GAS
LIS CASE 960500
12" GAS PIPELINE & USE OF ACCESS ROADS
STA 1845+70

PIPELINE & ELECTRICAL CONDUIT

EXHIBIT A
Mason Co. Dept. of Comm. Dev.
Case No. 980381
Tract No. CA-262; CA-262A
Segment of BPA Drwg
No. 155417

HORIZONTAL SCALE 1" = 200'
VERTICAL SCALE 1" = 20'

NOTE
BEARINGS AND COORDINATES REFERRED TO
WASHINGTON COORDINATE SYSTEM
SOUTH ZONE
TO CONVERT DISTANCES SHOWN TO GRID
MULTIPLY BY 0.9994248 STA 1847+71.7
MULTIPLY BY 1.0000408 STA 868+11.8



TOWER
DESIGNATION
SHEL KTSA
4-17-4

1/2" Natural Gas
as Pipeline

SHELTON-KITSAP NO 4	
230 KV TRANSMISSION LINE	
SHORT MILE 17 OF 32 MILES FROM SHELTON (5122.0')	
DESIGNER	DATE
CHECKED	DATE
APPROVED	DATE
155417 DTM-D 186-507	



IP B 3 BTs
 T 753 323.6
 X 1408 892.8

SECS 25, 24 & 19 T22N R2 & 1W WM
 MASON COUNTY, WASHINGTON

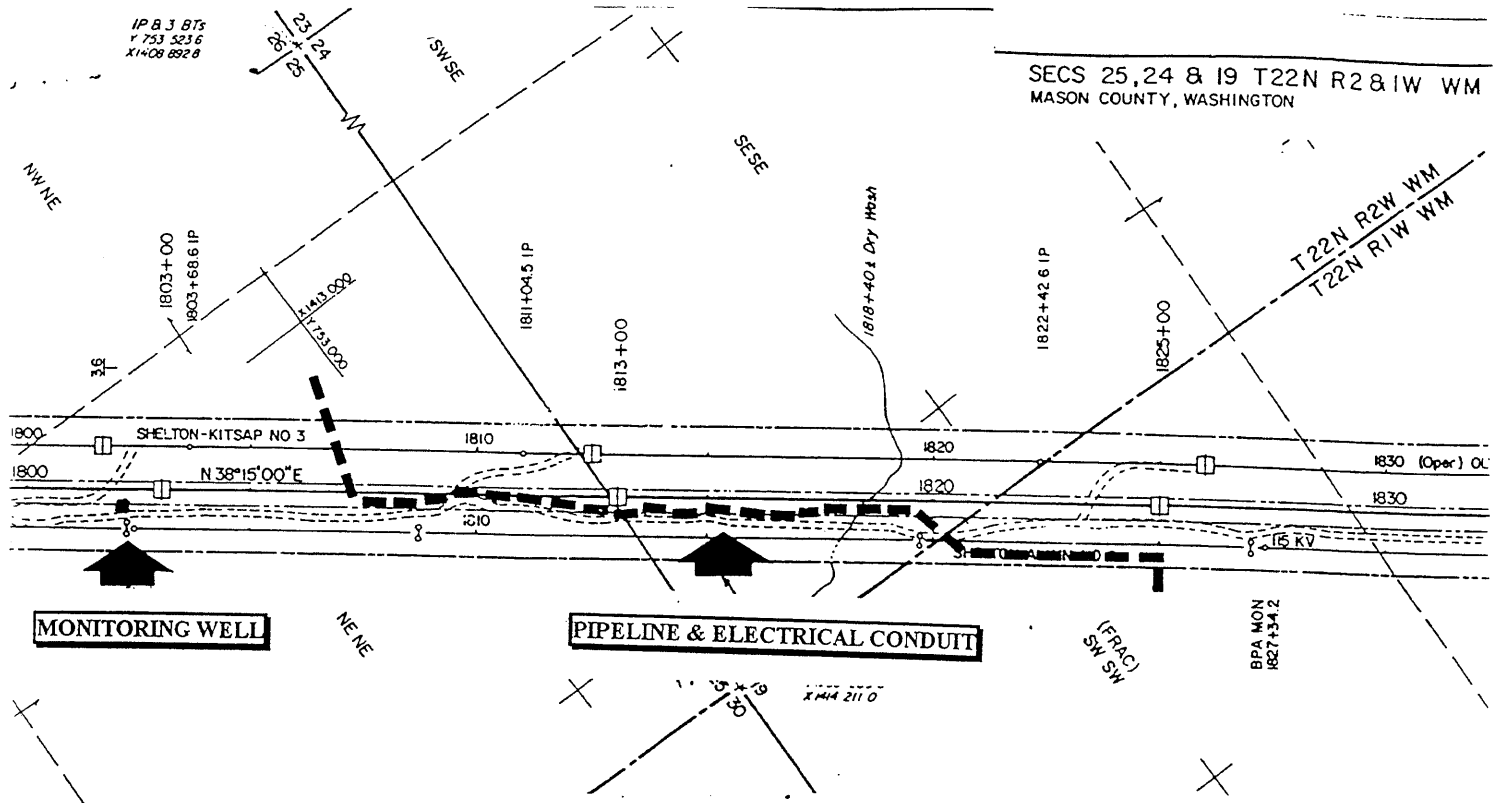


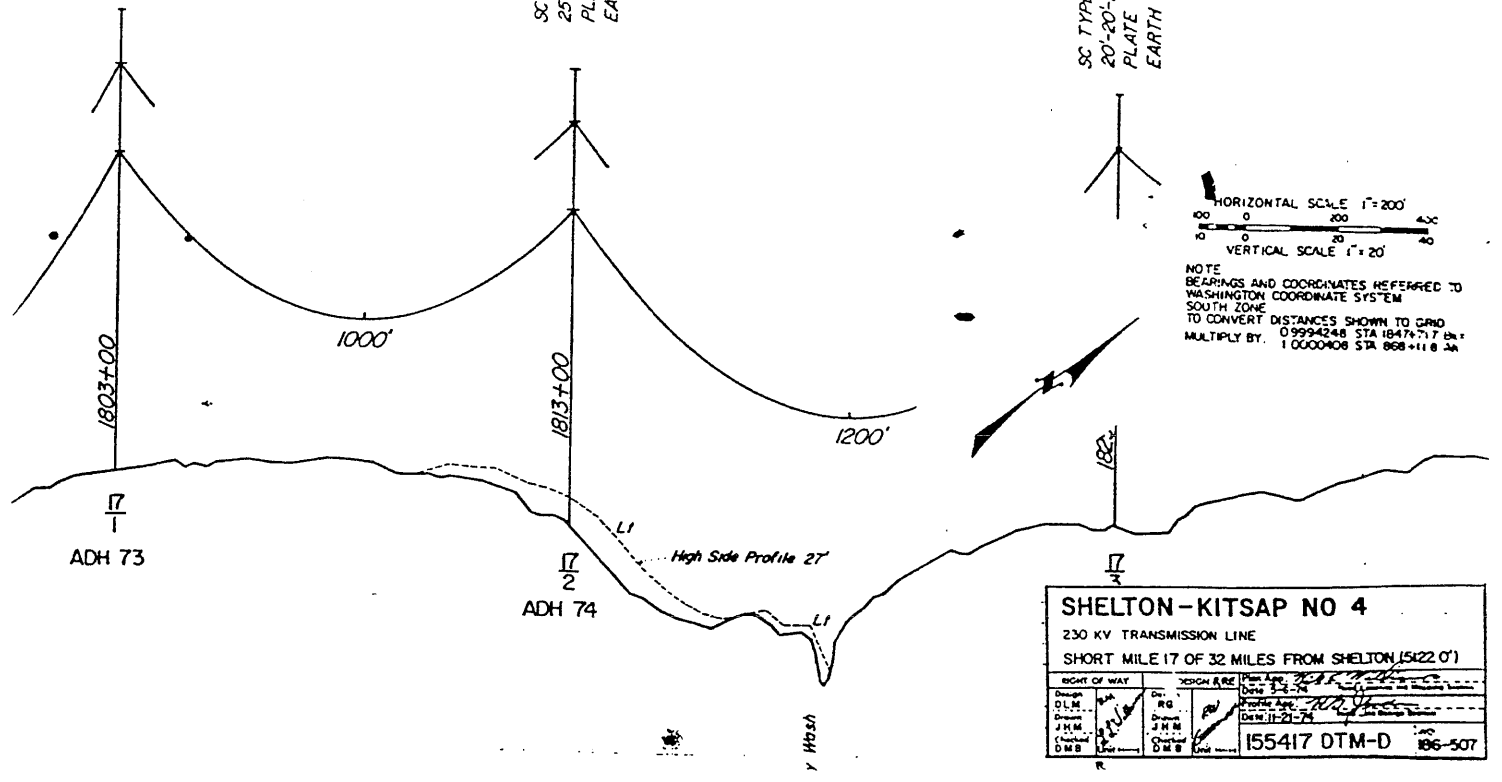
EXHIBIT B
 Mason Co. Dept. of Comm. Dev
 Case No. 980381
 Tract No. CA-262; CA-261; CA-260;
 3SH-K-55; SH-A-42
 Segment of BPA Drwg
 No. 155417

7' RS
 P66

SC TYPE 112M 50' BODY
 25'-25'-25'-25' EXT
 PLATE FOOTINGS
 EARTH

SC TYPE 112M 50'
 25'-30'-30'-25' EXT
 PLATE FOOTINGS
 EARTH

SC TYPE 112M 50' BODY
 20'-20'-20'-20' EXT
 PLATE FOOTINGS
 EARTH



HORIZONTAL SCALE 1" = 200'
 VERTICAL SCALE 1" = 20'

NOTE
 BEARINGS AND COORDINATES REFERRED TO
 WASHINGTON COORDINATE SYSTEM
 SOUTH ZONE
 TO CONVERT DISTANCES SHOWN TO GRID
 MULTIPLY BY: 0.9994248 STA 1847+71.7 ON;
 1.0000408 STA 868+11.8 ON

SHELTON-KITSAP NO 4			
230 KV TRANSMISSION LINE			
SHORT MILE 17 OF 32 MILES FROM SHELTON (5422.0')			
DATE OF WAY	DESIGN AREA	PREPARED BY	DATE
DESIGNED BY	DRG.	DATE	
CHECKED BY	DATE		
DATE			
155417 DTM-D			106-507

