



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

March 15, 2013

In reply to: TERR-3  
BPA Case No. 19880380

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Tract No. OC-K-96-A-35  
Line Name: Pearl-Keeler No. 1; Pearl-Sherwood No. 1 & 2  
ADNO# 7233; Structures # 5/2, 5/3  
Stationing: 5382+40.0

Joseph Gall, City Manager  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR. 97140

**TEMPORARY LAND USE AGREEMENT**  
**AMENDMENT NO. 1**  
**(BPA EASEMENT PROPERTY)**

Bonneville Power Administration (BPA) hereby agrees to the City of Sherwood's temporary use of BPA's 387.5 foot wide easement right-of-way for construction, reconstruction, installation, maintenance, of the proposed sanitary sewer upgrade project, which includes upsize the existing sanitary sewer main from 10-inch concrete pipe to 15-inch PVC pipe by pipe bursting method, with a depth of approximately 14 feet, removal of existing manholes, and installation of two new manhole structures. A temporary construction entrance is located on the western edge of the easement right-of-way.

This proposal meets engineering standards as the sanitary sewer pipe crossing has sufficient horizontal, vertical, and depth clearances between BPA's transmission line, structures and the sewer pipe. Therefore, BPA is allowing a Temporary Land Use Agreement Amendment No. 1 for this proposal.

**This Temporary Land Use Agreement Amendment No. 1 becomes effective upon receipt of this endorsed letter and is contingent upon the completion of the sewer project construction. This Agreement expires on April 1, 2014.**

The location of the sanitary sewer construction is partially within the NW1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, State of Oregon, crossing under the Keeler-Oregon City No. 2 transmission line, as marked on Exhibit A.

Temporary use of BPA's 387.5 foot wide easement right-of-way for construction, reconstruction, installation, maintenance, and repair of the 10 inch lateral sewer and an 18 inch trunk sewer line was previously allowed under Land Use Agreement 82002 dated October 26, 1981.

**The City of Sherwood 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.**

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 BPA's easement property has been determined not to be a hazard to, or an interference with, BPA's present use of this property. Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that the City of Sherwood's use is no longer compatible with BPA's use of the property, construction work will be required to stop and remove such hazard or interference from the property at no expense to BPA.

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

1. The construction, reconstruction, installation, maintenance, of the proposed sanitary sewer upgrade project, which includes upsizing the existing sanitary sewer main from 10-inch concrete pipe to 15-inch PVC pipe, removal of existing manholes, and installation of two new manhole structures within BPA's 387.5 foot wide easement right-of-way, is approved as shown on Exhibit B.
2. Inform BPA once the construction of the sewer pipe has been completed and provide as-built plans.
3. The City of Sherwood and its contractors are responsible for locating and avoiding all other underground utilities in the area of their construction.
4. Notify BPA in a timely manner for any reportable releases of hazardous substances or breaches of environmental requirements, and applicant shall mitigate and abate adverse environmental impacts.

5. All sewer pipe and appurtenance locations shall be marked with permanent signs where they enter and leave the BPA right-of-way, and at angle points within the right-of-way.
6. A temporary construction entrance is located on the western edge of the easement right-of-way and is approved as shown.
7. There is approximately 45 vertical feet between the Pearl-Keeler No. 1 conductors to the ground elevation. Construction equipment, such as excavators, dump trucks, backhoe, trenching and bursting equipment, and loader shall maintain a minimum vertical distance of 20 feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means.
8. All piped lines shall be designed to withstand a HS-20 type loading caused by BPA heavy maintenance vehicles.
9. All sewer pipe and appurtenances shall maintain a minimum horizontal clearance of 50 to the point where steel lattice tower legs, wood poles, steel poles, concrete poles, concrete foundations and guy anchors enter the earth.
10. Grade changes are not allowed to facilitate construction or disposal of overburden. Stockpiling is prohibited within the BPA easement ROW.
11. Storage of flammable materials or refueling of vehicles or equipment on BPA easement ROW is prohibited.
12. Restore BPA easement right-of-way to its original condition, or better once the construction activities are complete.
13. Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.
14. Any violation of local, state, or federal environmental requirements by the Applicant shall make the Land Use Agreement voidable at the election of BPA.
15. Modification of your present use requires BPA's written approval prior to implementation.
16. All uses of the right-of-way shall meet local/state/federal/national codes.

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

The City of Sherwood agrees to assume risk of loss, damage, or injury which may result from the City's use of BPA's easement property 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 the City's use of the easement property may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by the City of Sherwood.

**ENVIRONMENTAL RESPONSIBILITY:**

The City of Sherwood 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. The City of Sherwood 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. The City of Sherwood 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.

BPA seeks the City of Sherwood's 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 the City's facilities being located on BPA's fee property.

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, OR 97208-3621, or telephone Julie C. Goodrich at 503-230-5500 or reach by email at [jcgoodrich@bpa.gov](mailto:jcgoodrich@bpa.gov).

**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:**

\_\_\_\_\_  
Joseph Gall, City Manager  
City of Sherwood

\_\_\_\_\_  
Date

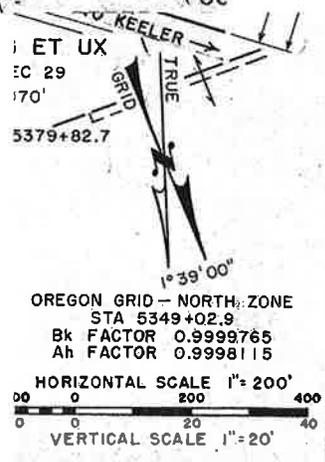
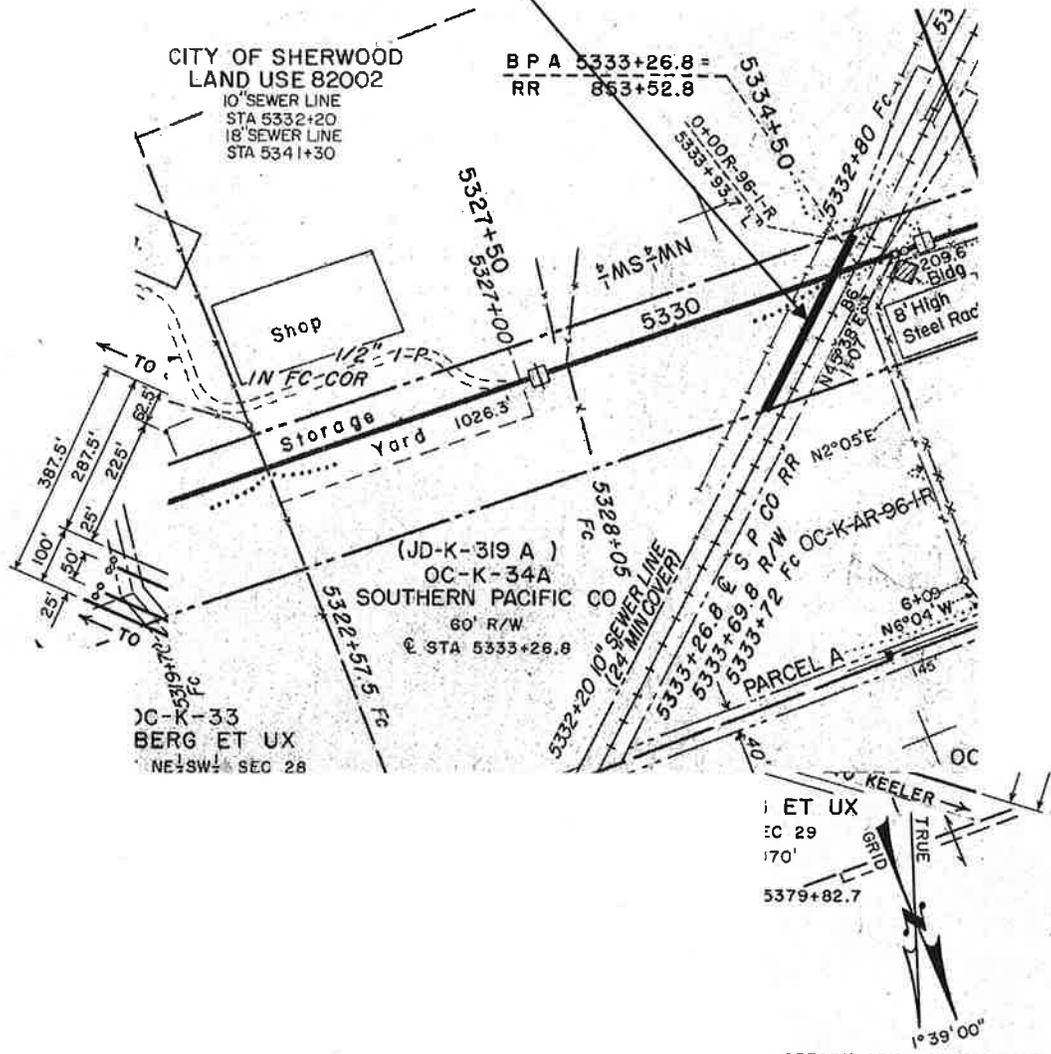
**THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER  
ADMINISTRATION:**

\_\_\_\_\_  
Joseph Cottrell, Supervisory Realty Specialist  
Real Property Field Services

\_\_\_\_\_  
Date

**Proposed sewer pipe project,  
upsizing the existing pipe from  
10-inch main to 15-inch.**

**SEC 28 T2S R1W WM  
Washington County, Oregon**

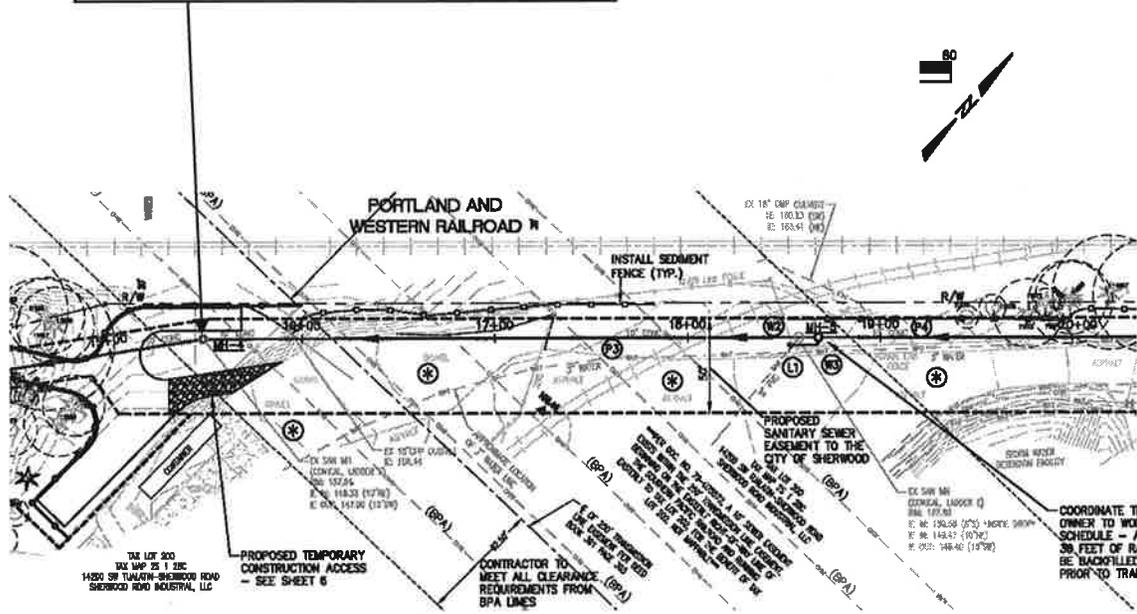


NO.	REVISION	DATE	APPROVED
UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION			
<b>JOHN DAY - KEELER NO 1</b> SANDY-KEELER SECTION 500 KV TRANSMISSION LINE MILE 119 FROM JOHN DAY			
Drawn by FWM	Checked by M.A.A.	Approved Date 3/20/56	Checked Date 11/10/53
RIGHT OF WAY DESIGN B		DATE 3-20-56	SHEET 119 OF 123
Drawn by FWM		DATE 3-20-56	SHEET 119 OF 123
Checked by M.A.A.		DATE 11-10-53	SHEET 119 OF 123
Approved M.A.A.		DATE 11-10-53	SHEET 119 OF 123

**Exhibit A  
City of Sherwood  
Sanitary Sewer Pipe Upgrade Project  
Case No. 19880380  
A Portion of Drawing No. 125119**

Approximate location of sanitary sewer pipe upsizing from 10-inch concrete to 15-inch PVC pipe, including two new manhole and temporary construction access.

SEC 28 T2S R1W WM  
Washington County, Oregon



**CITY OF SHERWOOD**  
ENGINEERING DEPARTMENT  
22550 SW PINE STREET  
SHERWOOD, OREGON 97140  
PHONE: (503) 625-2300  
FAX: (503) 625-0620  
E-MAIL: [engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov)



DESIGNED BY:	CCC
DRAWN BY:	ASG/CCC
CHECKED BY:	JWF
FULL SIZE SCALE:	AS NOTED
DATE:	MARCH 15, 2013
NOTES - TANKER EMPLOYMENT AREA SANITARY UPGRADE - SHEETS - PLAN AND PROFILE	

**Exhibit B**  
**City of Sherwood**  
**Sanitary Sewer Pipe Upgrade Project**  
**Case No. 19880380**



## Department of Energy

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

TRANSMISSION-BUSINESS LINE

March 15, 2013

In reply to: TERR-3  
BPA Case No. 19870239

### **CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Tract No. V-E-27-A-143  
Line Name: Keeler-Oregon City No. 2 (115kV)  
ADNO# 7233 ; Structures # 19/10 to 19/11  
Stationing: 98+71.53

Joseph Gall, City Manager  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR. 97140

Dear Mr. Gall:

This Right of Entry letter will serve as permission for the City of Sherwood and its contractors, providers, and suppliers, to enter upon the subject Bonneville Power Administration (BPA) 100-foot wide fee-owned property for the purpose of construction/installation, use, and maintenance of the proposed sanitary sewer upgrade project, which will upsize the existing sanitary sewer main from 8-inch concrete pipe to 12-inch PVC pipe by open trenching construction to a depth of 15 feet, and removal of one existing manhole.

A 15-foot-wide perpetual easement for construction, reconstruction, and maintenance of an underground sewer line under, over, upon and across a portion of BPA's fee-owned Tract V-E-27-A-143 was granted by BPA on October 9, 1981.

This right-of-entry letter is a permit for the following location:

The location of the proposed use is partially within the NE1/4SE1/4 of Section 29, Township 2 South, Range 1 West, Willamette Meridian, Washington County, State of Oregon, crossing under Pearl-Keeler No. 1 and Pearl-Sherwood No. 1 & 2 transmission lines, between Structures 5/2 and 5/3 as marked on Exhibit A.

**This Right of Entry becomes effective upon receipt of this endorsed letter and is contingent upon the completion of the sewer project construction. This Agreement expires on April 1,**

**2014. If the project is not completed by the above date, inform BPA at a minimum five working days in advance to receive an extension.**

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 BPA's fee-owned property has been determined not to be a hazard to, or an interference with, BPA's present use of this property. Accordingly, there is no present objection to such use. However, if BPA should determine at any time, that the approved use is no longer compatible with BPA's use of the property, the City of Sherwood will be required to stop construction and remove such hazard or interference from the property at no expense to BPA.

This Right of Entry is also subject to the following conditions:

1. The construction/installation, use, and maintenance of the proposed sanitary sewer upgrade project, which will upsize the existing sanitary sewer main from 8-inch concrete pipe to 12-inch PVC pipe by open trenching construction with a depth of 15 feet, and removal of one existing manhole meets engineering standards and has been approved as shown on Exhibit B.
2. Inform BPA once the construction of the sewer pipe has been completed and provide as-built plans. If you have not completed your project by the above date, you must inform BPA five working days in advance to receive an extension.
3. The City of Sherwood and its contractors are responsible for locating and avoiding all other underground utilities in the area of their construction.
4. Notify BPA in a timely manner for any reportable releases of hazardous substances or breaches of environmental requirements, and applicant shall mitigate and abate adverse environmental impacts.
5. Prior to any activity occurring on BPA's transmission line corridor, a safety briefing must be held with all workers to discuss the dangers of working in a high-voltage environment.
6. The City is responsible for locating and avoiding all other underground utilities in the area of their construction.
7. All sewer pipe and appurtenance locations shall be marked with permanent signs where they enter and leave the BPA right-of-way, and at angle points within the right-of-way.
8. There is approximately 45 vertical feet between the Keeler-Oregon City No. 2 conductors to the ground elevation. Construction equipment, such as excavators, dump trucks,

backhoe, trenching and bursting equipment, and loaders shall maintain a minimum vertical distance of **20** feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means.

9. All piped lines shall be designed to withstand a HS-20 type loading caused by BPA heavy maintenance vehicles.
10. All sewer pipe and appurtenances shall maintain a minimum horizontal clearance of **50** to the point where steel lattice tower legs, wood poles, steel poles, concrete poles, concrete foundations and guy anchors enter the earth.
11. Grade changes are not allowed to facilitate construction or disposal of overburden. Stockpiling is prohibited within the BPA easement ROW.
12. Storage of flammable materials or refueling of vehicles or equipment on BPA easement ROW is prohibited.
13. Restore BPA fee-owned right-of-way to its original condition, or better once the construction activities are complete.
14. Access to BPA transmission line system by BPA and/or its contractors shall not be obstructed at any time
15. Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration. Grounding metal objects helps to reduce the level of shock. It is suggested that construction equipment be grounded with a drag chain.
16. Any violation of local, state, or federal environmental requirements by the Applicant shall make the Land Use Agreement voidable at the election of BPA.
17. Modification of your present use requires BPA's written approval prior to implementation.
18. All uses of the right-of-way shall meet local/state/federal/national codes.

IN ADDITION, THE FOLLOWING IS BROUGHT TO YOUR ATTENTION

The City of Sherwood 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 use of the fee-owned right-of-way may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by the City of Sherwood.

Construction/installation, use, and maintenance of the proposed sanitary sewer upgrade project, which will upsize the existing sanitary sewer main from 8-inch concrete pipe to 12-inch PVC pipe by open trenching construction with a depth of 15 feet, and removal of one existing manhole shall be at no cost to BPA.

**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.

BPA seeks the City of Sherwood's 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 located on BPA's fee property.

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, OR 97208-3621, or telephone Julie C. Goodrich at 503-230-5500 or reach by email at [jgoodrich@bpa.gov](mailto:jgoodrich@bpa.gov).

**A copy of this right of entry letter shall be physically located at the project during construction activities.**

**THIS RIGHT OF ENTRY BECOMES EFFECTIVE UPON THE SIGNATURE OF ALL PARTIES.**

**I HAVE READ, UNDERSTAND, AND CONCUR WITH THE TERMS OF THIS AGREEMENT:**

**ACCEPTED ON BEHALF OF THE CITY OF SHERWOOD, A MUNICIPAL CORPORATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Joseph Gall, City Manager  
City of Sherwood

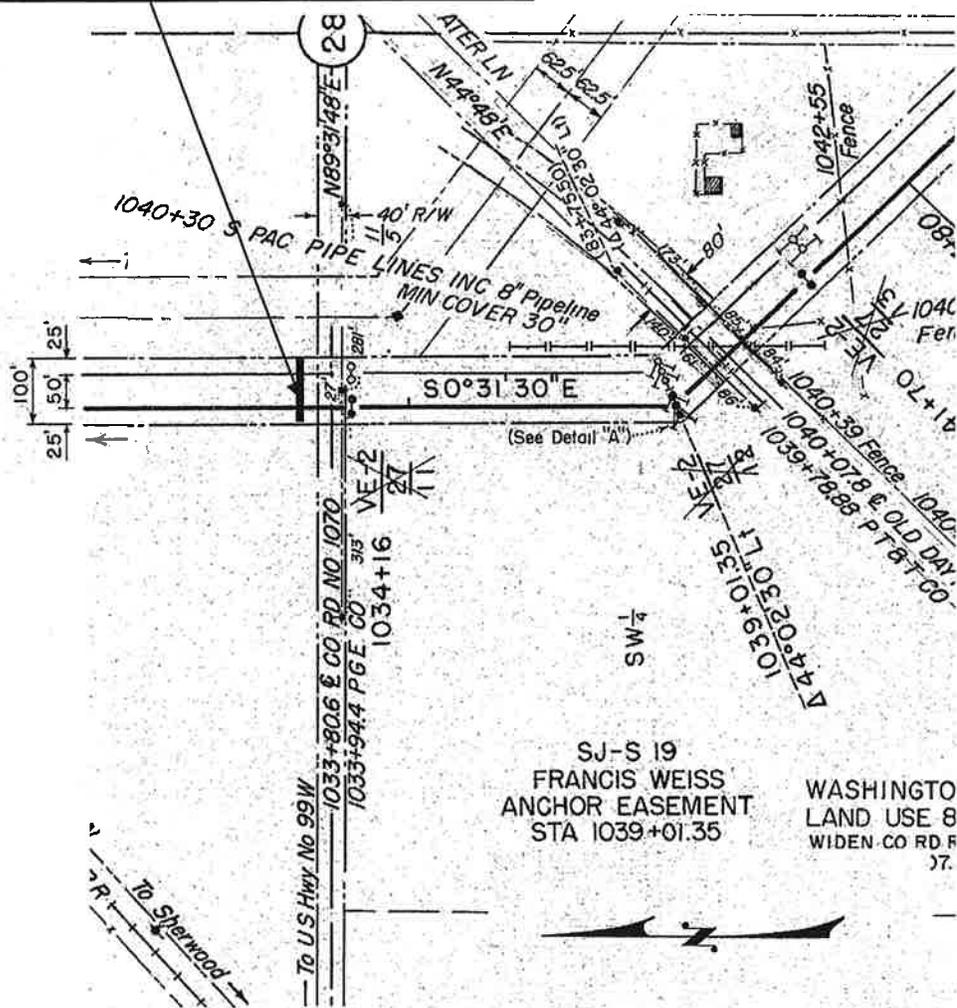
**THIS AGREEMENT IS HEREBY AUTHORIZED BY BONNEVILLE POWER ADMINISTRATION:**

\_\_\_\_\_  
Joseph Cottrell, Supervisory Realty Specialist  
Real Property Field Services

\_\_\_\_\_  
Date

Approximate location of sanitary sewer pipe upsizing from 8-inch concrete pipe to 12-inch PVC pipe by open trenching construction with a depth of 15 feet, and removal of one existing manhole.

SEC 29 T2S R1W WM  
Washington County, Oregon

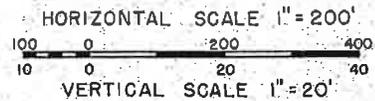


UNITED STATES DEPARTMENT OF THE INTERIOR  
BONNEVILLE POWER ADMINISTRATION  
PAUL J. RAYER, ADMINISTRATOR

**VANCOUVER - EUGENE**  
115 KV TRANSMISSION LINE NO. 2  
ST. JOHNS - OREGON CITY SECTION  
LONG MILE 27 FROM VANCOUVER SUBSTATION 5322'  
WASHINGTON COUNTY OREGON  
SEC 21 & 28 T2S R1W WM

Submitted by: <i>Allen Schiller</i>	Approved: <i>Eugene A. White</i>	Date: <i>5-16-41</i>
Designed by: AAO-FWF	Traced by: HMM-SBS	Checked by: R.S.S.
Drawn by: HMM	Checked by: R.S.S.	

OPER OREGON CITY, STUB



**Exhibit A**  
City of Sherwood  
Sanitary Sewer Pipe Upgrade Project  
Case No. 19870239  
A Portion of Drawing No. 9338

Approximate location of sanitary sewer pipe upsizing from 8-inch concrete pipe to 12-inch PVC pipe by open trenching construction with a depth of 15 feet, and removal of one existing manhole.

SEC 29 T2S R1W WM  
Washington County, Oregon

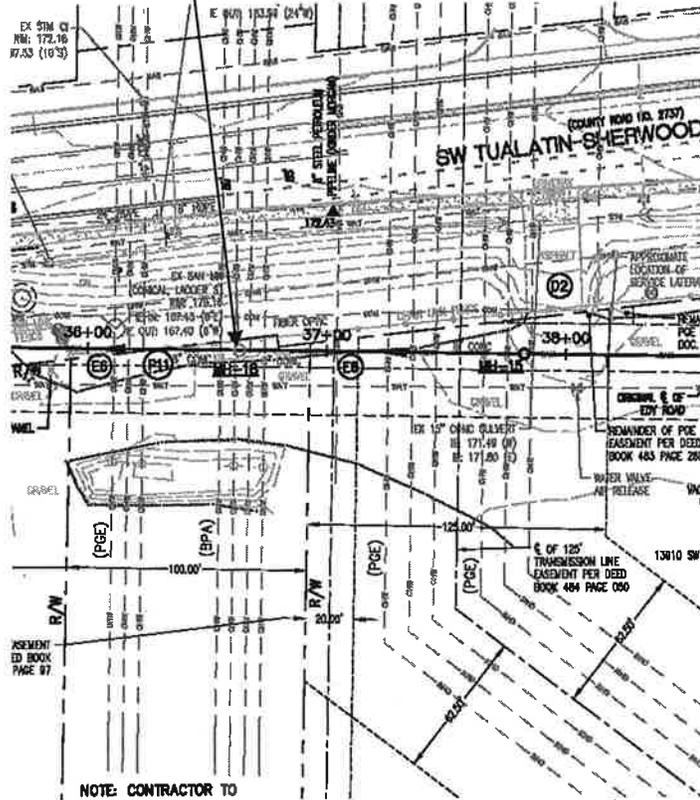
**SANITARY SEWER  
PLAN AND PROFILE  
EAST T-S ROAD**

**8073-TONQUIN EMPLOYMENT AREA  
SANITARY UPGRADE**

LOCATED IN SECTIONS 28DA, 28CB AND 28CA, T2S, R1W, W.M.  
IN THE CITY OF SHERWOOD, WASHINGTON COUNTY,  
STATE OF OREGON

**CITY OF SHERWOOD  
ENGINEERING DEPARTMENT  
22580 SW PINE STREET  
SHERWOOD, OREGON 97140**

PHONE: (503) 635-2300  
FAX: (503) 635-0100  
E-MAIL: [engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov)



NOTE: CONTRACTOR TO



**Exhibit B  
City of Sherwood  
Sanitary Sewer Pipe Upgrade Project  
Case No. 19870239**