



Department of Energy
Bonneville Power Administration
2410 E. Hawthorne Rd
Mead, WA 99021

October 25, 2005

In reply refer to: Case No. 20040378

Tract No. S-HS-82-A-252
Line: Spokane-Hot Springs (adjacent to Str. 57/5)
(Operated as Lancaster-Noxon No 1)

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Lawrence Mooney
Business Director, Monarch School
PO Box 410
Heron MT 59844

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's easement area for construction/installation, use, and maintenance of a 700,000-gallon sewage lagoon and associated appurtenances (i.e. buried electrical service, buried water lines).

The location of your use is partially within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 27 North, Range 34 West, Montana Principal Meridian, Sanders County, Montana, as shown on the attached segment of BPA Drawing No. 44782, marked as Exhibit A.

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. Construction of an additional transmission line within the currently vacant position of this right-of-way may occur. In the event that this occurs, your facility will be incompatible with BPA's use and will need to be moved, at your expense, to an alternate location potentially off the easement area. Your**

concurrence with this Land Use Agreement indicates that you will remove or modify this sewage lagoon (whichever BPA prefers) within 180 days of written notice by BPA sent to the address listed above.

2. Storage of flammable materials or refueling of vehicles/equipment within the easement area is prohibited.
3. Nuisance shocks may occur within the right-of-way. Grounding metal objects (such as fencing) may help to reduce the level of shock.
4. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
5. 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.
6. 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.
7. Construction/installation, use, and maintenance of the sewage lagoon (facilities) shall be at no cost to BPA.
8. Modification of your present use requires BPA's written approval prior to implementation.

Other uses and utilities on the right-of-way must be applied for separately.

You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval.

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

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

Liability: You will have to assume risk of loss, damage, or injury which may result from your use of the easement area, except for such loss, damage, or injury for which BPA

may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA's property caused by or resulting from your use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

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

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TRFE/BELL-1) 2410 E. Hawthorne Rd, Mead, WA 99021, or you may contact me directly at (509) 321-2226 or toll-free at (877) 417-9454.

THIS AGREEMENT IS HEREBY AUTHORIZED

Mari Rosales
BPA Field Realty Specialist

Date

I have read and understand the conditions stated in this Land Use Agreement and understand that BPA may require the sewage lagoon removed from the easement area should another transmission line be installed in the currently underutilized portion of the easement area. The Terms and Conditions stated in this Land Use Agreement are acceptable and will be complied with.

MONARCH SCHOOL

By: _____

Title: _____

Date: _____

UNITED STATES DEPARTMENT OF THE INTERIOR
 BONNEVILLE POWER ADMINISTRATION
 FALL RIVER, UTAH 84303

SPOKANE - HOT SPRINGS LINE
 250 KV SINGLE CIRCUIT TRANSMISSION LINE
 MILE 82 FROM SPOKANE

Project No.	44782	Sheet No.	1
Date	3-11-50	Scale	1" = 200'
Drawn by	J. E. ...	Checked by	J. E. ...
Approved by	J. E. ...	Permit No.	1810-11-182
Issue No.	1	Issue Date	3-11-50

MILE 82 LANCASTER-NOXON WBO 1

OFFICIAL USE ONLY
 MAY BE EXEMPT FROM PUBLIC RELEASE
 UNDER EXECUTIVE ORDER 11652
 EXCEPT WHERE SHOWN OTHERWISE
 DO NOT DUPLICATE OR DISTRIBUTE PUBLISHED OR SHARED UNLESS AUTHORIZED BY BPA

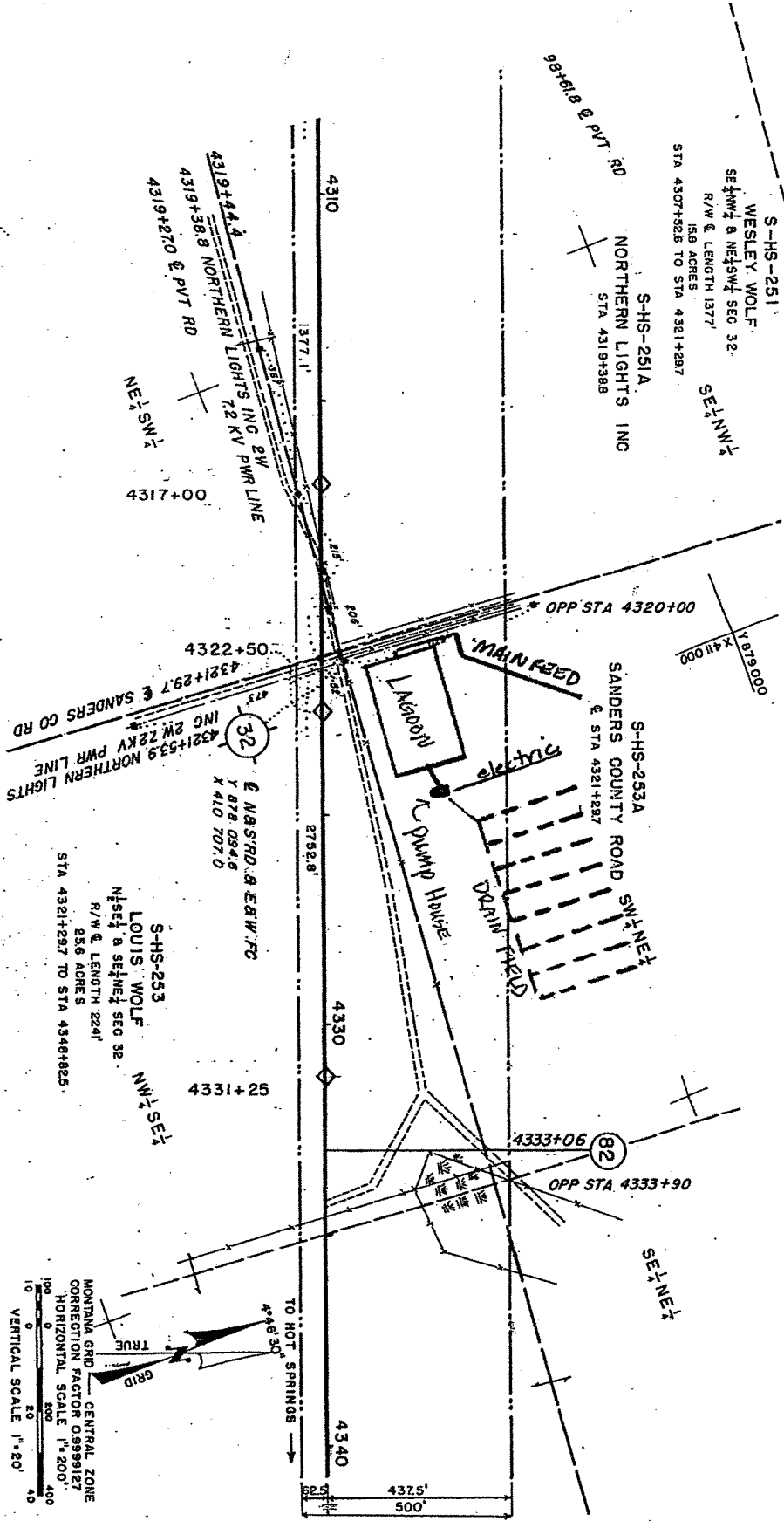


Exhibit A

MONARCH SCHOOL - CASE NO 20040378
 TRACT NO: S-HS-82-A-252
 SW 1/4 NE 1/4 OF SEC 32, T27N, R34W
 B.M., SANDERS CO, MT

PORTION OF BPA DRWG 44782
SPOKANE-HOT SPRINGS LINE
(OPERATED AS LANCASTER-NOXON NO 1)

