



Department of Energy

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

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

December 8, 2021

In reply refer to: FOIA #BPA-2022-00205-F

Anson Bartrand

(b) (6)

Dear Mr. Bartrand,

The Bonneville Power Administration (BPA) received your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your request on December 2, 2021, and assigned your request tracking number BPA-2022-00205-F. Please use that tracking number in any correspondence with the agency regarding your FOIA request. This communication is the agency's formal acknowledgment and response to your information request.

Request

"I am seeking the easement or license record for the 230 KV Midway Vantage Transmission Line formerly called Midway Columbia across Grant County Parcel 150295006 in NE Section 34 Township 16 N Range 23 E. The line was energized in 1945 and the easement would have likely been acquired at this time. The grantor was the Chicago, Milwaukee, St. Paul and Pacific Railroad Company."

Acknowledgement

BPA reviewed your request and determined that it fulfills all of the criteria of a proper request under the FOIA and the Department of Energy's (DOE) FOIA regulations at Title 10, Code of Federal Regulations, Part 1004.

Response

The agency's Real Property Operations office gathered ten pages of records in response to your FOIA request. Those ten pages accompany this communication with no redactions applied.

Fees

There are no fees associated with the processing of your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search and the release described above. Your FOIA request BPA-2022-00205-F is now closed with the responsive agency records provided.

Appeal

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

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

Questions about this communication may be directed to BPA FOIA Public Liaison Jason E. Taylor at 503-230-3537 or jetaylor@bpa.gov. 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

Thank you for your interest in the Bonneville Power Administration.

Sincerely,

A handwritten signature in black ink, appearing to read "Candice D. Palen".

Candice D. Palen
Freedom of Information/Privacy Act Officer

[Attachment: Responsive records](#)

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C.M.St.P. & P. R.R.Co.
System No. _____

B.P.A. Contract No. Ibp 4444

AGREEMENT FOR ELECTRIC POWER LINE CROSSING

THIS AGREEMENT made this - 2 - day of February, 1945
by and between HENRY A. SCANDRETT, WALTER J. CUMMINGS, and GEORGE
I. HAIGHT, Trustees of the property of CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY, hereinafter called the "Railroad
Company," and the UNITED STATES OF AMERICA, Department of the
Interior, represented by the Administrator of the Bonneville Power
Administration, 811 N. E. Oregon Street, Portland 8, Oregon, pursuant
to Title 16 U. S. Code 852 et seq., hereinafter called the "Licensee,"

W I T N E S S E T H:

1. The Railroad Company, in consideration of the covenants
and agreements hereinafter contained, does hereby grant unto the
Licensee the right to construct, operate, and maintain one or more
electric power transmission circuits, together with all necessary
facilities and equipment appurtenant thereto, over and across the
Railroad Company's right-of-way along the course described as follows:

**MC-36B - The center line of the said transmission line crosses
the 500-foot right-of-way of the railroad company
between EPA Survey Stations 894+43.0 and 899+91.9 and
crosses the center line of the railroad main line track
at an angle of 65° 39' at EPA Survey Station 896+62.6
equals Railroad Engineer's Station 37+44.4 in the NE¼
of Section 34, Township 16 North, Range 23 East, W.M.
This crossing is shown on Sheet X-2 of Drawing 0609-
340-D2 marked Exhibit A.**

poor original

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The exact location, plan, profile, and construction details of said electric power transmission circuits are shown on drawing g attached hereto and by this reference made a part hereof, marked Exhibit/ "A".

- (a) Provided that whenever the Licensee desires to construct any additional electric power transmission circuits across the Railroad Company's right-of-way described in this agreement, the Licensee shall submit drawings showing the complete plans, profiles, and construction details for such additional electric power transmission circuits to the Railroad Company. The Licensee shall not begin the construction of said additional electric power transmission circuits until the Railroad Company approves said plans and consents to the construction, operation, and maintenance thereof, subject to all the terms and conditions of this agreement.
- (b) The term "transmission circuits" used in this agreement, unless otherwise modified herein, shall be construed to mean electric power transmission conductors, together with such other wires, facilities, equipment, and appurtenances now or hereafter constructed at the location described herein, and the supporting towers therefor, although such towers shall not be upon the Railroad Company's right-of-way.
- (c) The term "Superintendent of the Railroad Company" used in this agreement, unless otherwise modified herein, shall mean the Superintendent of the Railroad Company or such other representative of the Railroad Company as it may designate by written notice to the Licensee.

2. The rights, privileges, or licenses hereby granted unto the Licensee are subject to the following conditions and stipulations to be kept and performed by the Licensee, for a breach of any of which the Railroad Company may terminate this contract and cancel any or all rights, privileges, or licenses hereby granted:

- (a) Said electric power transmission circuits and appurtenances shall be constructed, operated, and maintained in accordance with applicable State laws, and the applicable specifications, rules, and regulations set forth in the latest edition of and supplements to the National Electrical Safety Code, Handbook Series, promulgated by the United States Bureau of Standards. Provided, however, that all clearances and specifications shown on said Exhibit "A" shall be strictly followed by the Licensee, unless otherwise agreed to in writing by the Railroad Company; and provided further that said electric power transmission circuits shall not be operated at a potential in excess of 230,000 volts per circuit.
- (b) The Railroad Company shall have the right at any and all times to determine whether the manner of constructing, renewing, or maintaining said transmission circuits or

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their appurtenances, or the materials or workmanship used, conform to the foregoing requirements for said work; and if it shall in any case determine that such manner of construction, renewal, maintenance, materials, or workmanship do not so conform, it may notify the Licensee in writing to make such changes as the Railroad Company may deem necessary to make such construction or maintenance conform to such requirements. If the Licensee shall, for a period of thirty days after such notice is given, fail to make such changes as required by the Railroad Company, the Railroad Company, if it so elects, may terminate this agreement forthwith.

- (c) All costs of construction, maintenance, repairs, alterations, and removal of said transmission circuits and appurtenances shall be paid by the Licensee. All necessary authority for the installation and maintenance of said transmission circuits not hereby granted shall be procured without cost or expense to the Railroad Company.
- (d) If the Railroad Company shall incur any necessary expense by reason of the construction, operation, maintenance, repairs, removal or presence of said transmission circuits, the Licensee will pay to the Railroad Company, within the limits of appropriations available therefor, the amount expended by the Railroad Company upon the presentation of itemized and properly executed vouchers therefor. Provided, however, that no such payment will be made unless prior to the incurring of any such expense by the Railroad Company, the Licensee shall have approved the necessity and the estimated amount thereof in writing; provided, further, that if, in an emergency, the existence of which shall be determined by the Railroad Company, it becomes necessary for the Railroad Company to immediately perform such work, the Licensee shall not be required to make any payment therefor, unless the reasonableness of the sum so expended is later approved by the Licensee. If the Licensee determines the sum so expended by the Railroad Company to be unreasonable, the Licensee shall make a determination of an amount that would be a reasonable sum for such expenditure, within thirty (30) days after the voucher therefor is submitted by the Railroad Company.
- (e) Should the construction, operation, maintenance, repairs, or removal of said transmission circuits necessitate any change or alteration in the location or arrangement of any other wires or appurtenances now located upon the right-of-way of the Railroad Company, the cost of such change or alteration will, within the limits of appropriations available therefor, be paid by the Licensee upon the presentation of properly executed vouchers therefor; provided, however, that prior to making any such changes or alterations, an estimate of the cost thereof shall be submitted to the Licensee for approval, and no payment shall be made for any alteration or change until such alteration or change, and the sum to be expended therefor, shall have been approved by the Licensee.
- (f) Any and all damage or injury necessarily done to the Railroad Company's right-of-way, roadbeds, tracks, and facilities, or any property lawfully upon said right-of-way, in the construction, operation, maintenance,

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repair, or removal of said transmission circuits, shall be immediately repaired and reconstructed by the Licensee, under the supervision and to the satisfaction of the Railroad Company,

Upon the failure, neglect, or refusal of the Licensee to do and perform immediately any repairs or reconstruction of said right-of-way, roadbeds, tracks, and facilities, or any property lawfully upon said right-of-way, the Railroad Company may undertake and perform such requirements and the cost thereof, within the limits of appropriations available therefor, will be paid by the Licensee upon the presentation of itemized and properly executed vouchers therefor; provided, however, that the Railroad Company shall submit an estimate of the cost of such reconstruction or repairs to the Licensee and shall obtain its approval thereof before entering upon such reconstruction or the making of such repairs; provided, further, that if, in an emergency, the existence of which shall be left to the determination of the Railroad Company, it becomes necessary for the Railroad Company to immediately perform such work without having first obtained the approval of the Licensee, the Licensee shall not be required to make any payment therefor, unless the reasonableness of the sum expended shall be approved by the Licensee. If the Licensee determines the sum expended in an emergency by the Company to be unreasonable, the Licensee shall make a determination of the amount that would be a reasonable sum for such expenditure within thirty (30) days after the voucher therefor is submitted by the Railroad Company.

- (g) Whenever the Railroad Company shall perform or cause to be performed any of the work contemplated in either of the foregoing paragraphs, the wages of every laborer or mechanic doing any part of the work so contemplated, in the employ of the Railroad Company, shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day shall be permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of this provision a penalty of Five Dollars (\$5.00) shall be imposed for each laborer or mechanic for every calendar day in which such employee shall be required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this provision, and all the penalties thus imposed shall be withheld for the use and benefit of the United States; provided, further, that no person undergoing or serving a sentence of imprisonment at hard labor shall be employed by or perform work for the Railroad Company for any of such work contemplated to be done by the Railroad Company.
- (h) If at any time it becomes necessary, in the opinion of the Licensee and the Superintendent of the Railroad Company, to change the location, elevation, or type of construction of said transmission circuits and/or appurtenances, such changes will be made by, and at the expense of, the Licensee.

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3. All work of construction, operation, maintenance, repair, alteration, and removal of said transmission circuits and appurtenances, where the same cross the Railroad Company's roadbeds and tracks, shall be done under the supervision and to the satisfaction of the Superintendent of the Railroad Company. The Licensee shall not enter upon the Railroad Company's property for the purpose of constructing, maintaining, altering, repairing, or removing said transmission circuits and appurtenances without first notifying the Superintendent of the Railroad Company who has supervision over the Railroad Company's property across which said transmission circuits and wires are located; provided, the Licensee shall not be required to give such notice for the making of minor repairs in connection with the maintenance of said transmission circuits. The Licensee shall not do anything upon the Railroad Company's property which will interfere with or impair any improvements or facilities now maintained or which may hereafter be installed or maintained upon said property by the Railroad Company pursuant to its authority.

4. The Railroad Company shall have the full right, notwithstanding this grant, to raise or lower the grade of all or any part of the right-of-way, roadbeds, or tracks over and across which said transmission circuits are constructed; to maintain all tracks or other improvements now on said right-of-way; to construct and maintain additional roadbeds, tracks, telegraph or telephone, transmission, distribution, feeder, trolley, or other line or lines, buildings, or other railroad facilities upon said right-of-way; and to change, relocate, and add to such improvements or facilities, whether now or hereafter constructed, and to use said railroad property for all lawful purposes. It is mutually agreed by the parties hereto that the rights of the Railroad Company in and to the use of said right-of-way are and at all times shall be superior to any rights or privileges hereby granted unto the Licensee. If, in the opinion of the Superintendent of the Railroad Company and the Licensee, it shall become necessary by reason of such changes, alterations, additions, or new construction, to make any changes in the construction of said transmission circuits and appurtenances, the Licensee shall make such

changes as may be determined upon and all such changes shall be made at the sole cost of the Licensee.

5. The Railroad Company does not assume any liability for injury or damage to any person or property incident to or that may arise during and in consequence of

- (a) the use, occupancy, and enjoyment in accordance with this agreement by the Licensee of the property and right-of-way of the Railroad Company, or
- (b) the construction, operation, or maintenance of or failure to properly and safely construct, operate, maintain, and use said electric power transmission circuits.

The Licensee agrees that during the term of this license it shall use and enjoy the rights hereby granted with all reasonable diligence and precaution to avoid damage to or obstruction of the tracks of the Railroad Company or interference in any manner with the operation of trains, cars, or locomotives thereon or thereover. The Licensee also agrees to take all suitable precaution to prevent leakage of electricity from said electric power transmission circuits at the point of crossing described herein (through the earth or other conductor, or by induction or otherwise) from affecting the operation of signals, telegraph or telephone circuits or other electrically operated devices or installations of the Railroad Company, or of any telegraph or telephone company, or of any person, persons, or companies lawfully operating such communication circuits and installations upon said right-of-way.

6. The failure of the Railroad Company to exercise any option herein reserved to terminate said grants, or any thereof, for any breach by the Licensee of the covenants or agreements, or any thereof, to be kept and performed by the Licensee, as hereinbefore provided, shall not be construed as terminating such condition or waiving such covenant or stipulation, and the Railroad Company may, for any future breach of such covenant or agreement, or of any covenant or agreement hereinbefore set forth, terminate the rights and privileges hereby granted, or any thereof.

7. If the Licensee shall at any time abandon the use of said transmission circuits, the Licensee shall remove the electric power transmission conductors and appurtenances and restore the property of the Railroad Company as near as possible to its former condition.

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8. It is understood by the parties hereto that said transmission circuits, facilities, equipment, and appurtenances will be in danger of injury or destruction by fire or other causes incident to the operation of the Railroad Company's railroad. The Licensee assumes all risk of loss, damage to, or destruction of said transmission circuits, facilities, equipment, and appurtenances, including supporting towers, that may be caused by the operation of said railroad.

9. It is mutually agreed that the provisions of this agreement are for the equal protection of any other railroad company or any telephone or telegraph companies that now are or are hereafter granted joint use of the Railroad Company's property described in this agreement.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit (41 U.S.C. 22).

11. Any notice to be given to the Railroad Company by the Licensee as herein provided shall be sufficiently given and delivered if sealed in an envelope, properly stamped, addressed to the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, White Building, Southeast, Washington, and duly deposited in a United States post office.

Any notice to be given to the Licensee by the Railroad Company shall be sufficiently given and delivered if sealed in an envelope, properly stamped, addressed to the United States of America, Department of the Interior, Bonneville Power Administrator, 811 N. E. Oregon Street, Portland 8, Oregon, and duly deposited in a United States post office.

12. This agreement is executed by and shall be binding upon Henry A. Scandrett, Walter J. Cummings, and George I. Haight, not as individuals, but solely as Trustees of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, under authority of the Court in certain proceedings under amended Section 77 of the Bankruptcy Act in the District Court of the United States for the Northern

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District of Illinois, Eastern Division, entitled "In the Matter of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor," Docket No. 60463.

13. Except as otherwise herein provided, the grants, covenants, stipulations, and obligations of either party, hereby made or created, shall extend to, and be binding upon, the successor or successors in interest of such party; and the benefits hereof inuring in favor of either party shall inure in favor of the successor or successors in interest of such party as well; provided, however, that the Licensee shall not assign this agreement or any interest therein, or any right or privilege hereby granted unto it, without the written consent of the Railroad Company.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in quadruplicate, any copy being considered the original, the day and year first above written.

HENRY A. SCANDRETT,
WALTER J. CUMMINGS and
GEORGE I. HAIGHT,
Trustees of the property of
CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

By Henry A. Scandrett
One of said Trustees
Henry A. Scandrett

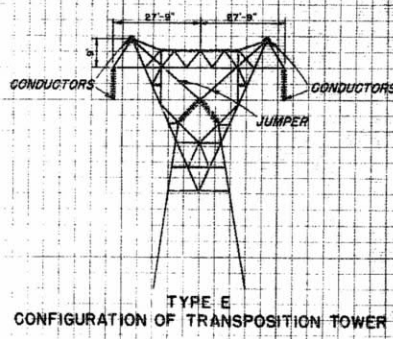
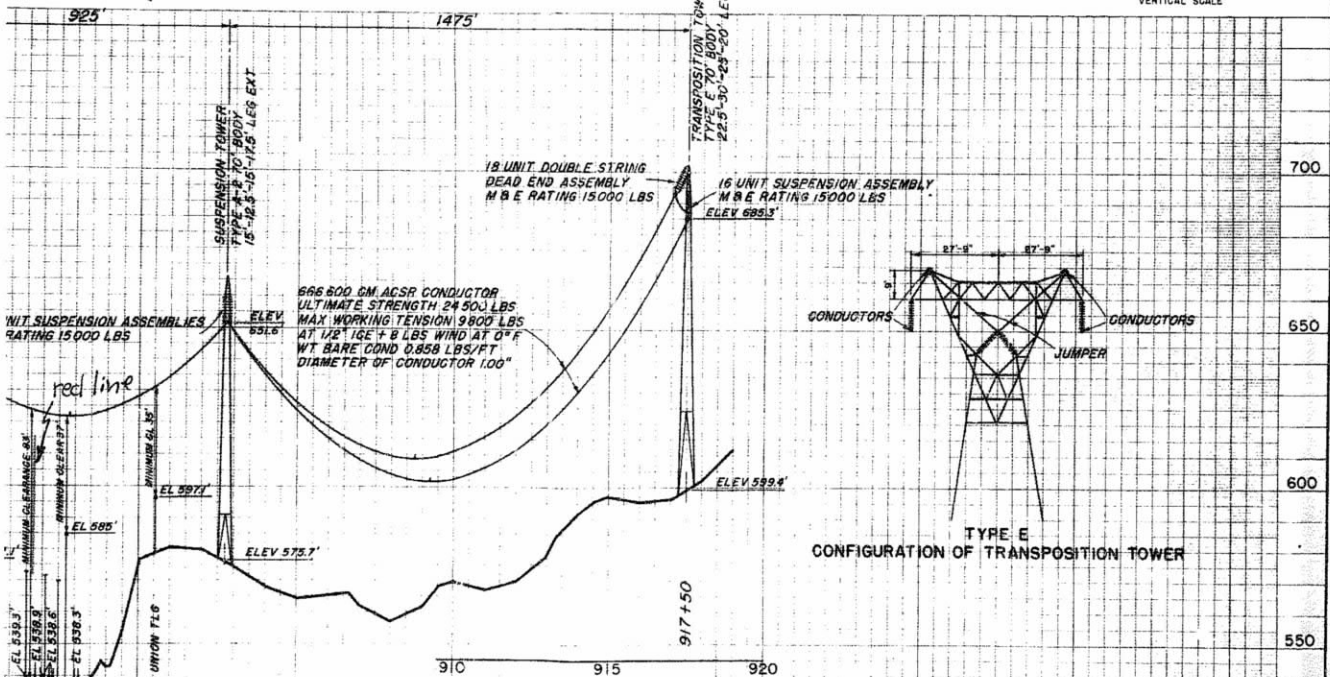
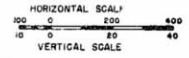
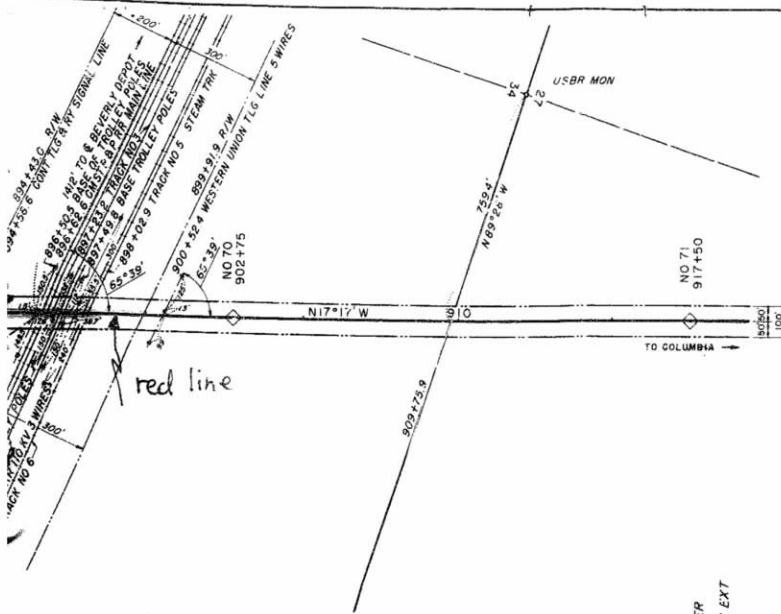
ATTEST:
T. W. Burtness
Secretary

T. W. Burtness
Attorney at Law
Special Agent in Charge
Department of the Interior
Bonneville Power Administrator
L-106
Gilbert Sussman
General Counsel
Gilbert Sussman

UNITED STATES OF AMERICA,
Department of the Interior,
Acting by and through the
Bonneville Power Administrator

By U. J. Gendron
Assistant Administrator
U. J. Gendron

SECS 34 & 27 T16N R23E WM



900+32.4 WESTERN UNION T.L.G. 902+75		910 915 920		917+50		925 1475		700 650 600 550	
900+32.4 WESTERN UNION T.L.G. 902+75		910 915 920		917+50		925 1475		700 650 600 550	

The conductor curve shown is that used for determining tower locations				UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION PAUL L. HAYES, ADMINISTRATOR			
ICE ZONE				MIDWAY - COLUMBIA LINE 230 KV SINGLE CIRCUIT TRANSMISSION LINE OVER CHICAGO MILWAUKEE ST PAUL & PACIFIC RR MILE 17 NEAR BEVERLY, GRANT CO WASH			
REFERENCE DRAWINGS		DATE		DRAWN BY		CHECKED BY	
FOR RIGHT-OF-WAY		DATE		DATE		SHEET NO. 2 OF 6	
FOR CONSTRUCTION		DATE		DATE		26062 0600-340-02	

K# 4144

EXHIBIT B