Tract ID	Status	Rights Acquired	State	County	Section	Township	Range	Meridian
WEND-L-1-A-P1	C		OR	LANE PAGE RAY G	16	18S	11W	WM
WEND-L-1-A-P2	A	E	OR	LANE BERNHARDT THEODORE S	16	18S	11W	WM
WEND-SAR-P1	PD	E	OR	LANE INTL PAPER	16	18S	11W	WM
WEND-SAR-P1.1	PD	E	OR	LANE INTL PAPER	16	18S	11W	WM
WEND-SAR-P2	PD	E	OR	LANE OR STATE HWY COMM	15	18S	11W	WM
WEND-SAR-P2A	A	P	OR	LANE SP TRANSP	15	18S	11W	WM
WEND-SAR-P2A	A	P	OR	LANE SP TRANSP	16	18S	11W	WM
WEND-SAR-P2B	A	P	OR	LANE OR STATE HWY COMM	16	18S	11W	WM
WEND-SS	C		OR	LANE WAITE W H	21	18S	11W	WM
WEND-SS-NC	PD	F	OR	LANE INTL PAPER	16	18S	11W	WM
WEND-SS-PA	PD	F	OR	LANE INTL PAPER	16	18S	11W	WM
WEND-SS-PB	PD	F	OR	LANE PAGE RAY G	16	18S	11W	WM
WEND-SS-PC	PD	F	OR	LANE INTL PAPER	16	18S	11W	WM
WEND-SS-SC	C		OR	LANE WAITE W C	21	18S	11W	WM
WEND-T-1-A-P1	C		OR	LANE PAGE RAY G	16	18S	11W	WM

NO MICROFICHE -

NO FICHE

Zoom In
Zoom Out
Last View
Pan
Full View
Identify
Measure
Find
Clear
Options
Bookmarks
Images
Print Map
Exit
WEND
SOUTHERN PACIFIC RAILROAD
DUNCAN ISLAND
Start
Inbox - ...
Land Inform...
TView2
9:44 AM

Lead Tract ID		
Tract ID	**Owner Name**	**Civil No**
[redacted]		
WEND-L-1-A-P1	PAGE RAY G	No ficher (CANC)
WEND-L-1-A-P2		
WEND-L-1-A-P2	BERNHARDT THEODORE S	A
WEND-SAR-P2		
WEND-SAR-P2	OR STATE HWY COMM	
WEND-SAR-P2A		
WEND-SAR-P2A	SP TRANSP	
WEND-SAR-P2B		
WEND-SAR-P2B	OR STATE HWY COMM	
WEND-SS		
WEND-SS	WAITE W H	
WEND-SS-PB		
WEND-SS-PB	PAGE RAY G	
WEND-SS-PC		
WEND-SAR-P1.1	INTL PAPER	
WEND-SS-PC	INTL PAPER	
WEND-SS-SC		
WEND-SS-SC	WAITE W C	
WEND-T-1-A-P1		
WEND-T-1-A-P1	PAGE RAY G	

fyi Bundle Screen -

Sutton,Crystal E - TRT

From: Martin-Owen,Ranee N - TRT
Sent: Monday, May 23, 2005 5:55 AM
To: Sutton,Crystal E - TRT; DeJesus,Marsha - TRT
Subject: RE: scan

There is no microfiche

From: Sutton,Crystal E - TRT
Sent: Monday, May 23, 2005 5:49 AM
To: Martin-Owen,Ranee N - TRT; DeJesus,Marsha - TRT
Subject: scan

Is there nothing to scan for WEND-L-1-A-P1 I know it is cancelled but nothing shows in misc. either.

thanks..c

BPA 481 B
Rev. 2-12-63
W/DTS

94629

Tract No. WENDSON LOOP TO TAHKENITCH No. 2, Parcel 2

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, THEODORE S. BERNHARDT and LILLIAN V. BERNHARDT, husband and wife,

for and in consideration of the sum of -ONE HUNDRED FIFTY- Dollars ($150.00),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the County of Lane in the State of Oregon, to-wit:

That portion of a strip of land 125 feet in width which lies within the following-described tract of land:

"Beginning at a point on the East and West quarter Section line bearing West 1,890 feet from the East ¼ Section corner of Section 16 in Township 18 South, Range 11 West of the Willamette Meridian; thence South 36°47' E. 442.5 feet; thence S. 50°22' E. 360.2 feet, thence S. 65°30' W. 694.0 feet; thence S. 24°30' E. 96.0 feet; thence S. 66°14' W. 354.85 feet; thence S. 57°10' W. 417.7 feet to a point being the Southwest corner of Lot 2 in Section 16 of Township 18 South, Range 11 West of Willamette Meridian; thence West 400 feet; thence N. 8°37' E. 1335.1 feet; thence North 1,320 feet; thence East 950 feet; thence South 1,320 feet to the point of beginning, all located in Lane County, Oregon."

The boundaries of said 125-foot strip of land lie 62.5 feet distant from, on each side of, and parallel with the survey line of the United States of America Bonneville Power Administration's Wendson Loop to Lane Tahkenitch No. 2 transmission line, said survey line being described as follows:

Beginning at a point which is N. 70°27'50" W., 164.0 feet from a point which is N. 66°43'50" W., 1148.6 feet from the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence S. 19°32'10" W., 370.0 feet ; thence S. 24°16'00" W., 735.8 feet to the ending point which is S. 72°39'50" W., 1713.8 feet from the east quarter section corner of said Section 16.

The bearings of the survey line refer to the Oregon Coordinate System - South Zone.

It is understood and agreed that the consideration stated herein includes payment for a 150-foot to 200-foot fence to be constructed by the Grantor as a replacement of the natural cattle guard removed during clearance of the transmission line right of way.

It is further understood and agreed that the rights acquired by the United States of America shall include all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration's easements.

It is further understood and agreed that the United States of America shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings;

94629

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within a strip of land 50 feet in width on the Southeasterly side of

and contiguous to said right of way that (a) are danger trees on October 14, 1969 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strip (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on October 14, 1969, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 16 day of January, 1970

Theodore S. Bernhardt

Theodore S. Bernhardt

Lillian V. Bernhardt

Lillian V. Bernhardt

94629

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Oregon)
) ss:
COUNTY OF Lane)

On the 16 day of January, 1970, personally came before me, a notary public in and for said County and State, the within-named **THEODORE S. BERNHARDT and LILLIAN V. BERNHARDT, husband and wife,** to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that **they** executed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

W. E. Helman
Notary Public in and for the State of Oregon
Residing at Portland

My commission expires:
Sept. 20, 1973

(W. E. HELMAN SEAL) NOTARY PUBLIC STATE OF OREGON

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that the within instrument was received for the record on the day of , 19 , at M., and recorded in book on page , records of of said County.

Witness my hand and seal of County affixed.

By _____
Deputy.

After recording, please return to: TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97208

pmp 12-9-69

BPA 177A
Mar. 1966

JAN 26 '70 73816 4.50

94629

TRANSMISSION LINE EASEMENT

THEODORE S. BERNHARDT, et ux

to

UNITED STATES OF AMERICA

4 5603 Bernhardt

41

State of Oregon,
County of Lane——ss.

I, D. M. Penfold, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1970 JAN 26 PM 3 51 5

Reel 467-R

Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the Department of Records & Elections.

By [signature]
Deputy

C29-083-05

DISBURSEMENT VOUCHER
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P. O. BOX 3621, PORTLAND, OREGON 97208

1-28-70

VOUCHER NO. 0M13024

SCH NO. 0M1422

$ 150.00

pmp

Payee: Theodore S. Bernhardt and
Lillian V. Bernhardt

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA

GROSS AMOUNT

DEDUCTIONS:

Discount

Retained percentage

Corrections (explain below)

Other

NET AMOUNT TO BE PAID

STATEMENTS

1-044

To purchase easement in accordance with evidence in file Wendson Loop to Tahkenitch No. 2, Parcel 2.

2A-6-1

ACCOUNT CLASSIFICATION

ACCT 15 18	WORK ORDER 19 23	OBJ 24 25	ET 26				DEBIT 70 79	CREDIT 70 79
~~1174~~ 2417	~~134-30~~ —	~~32~~			EN000165		150—	

N

BONNEVILLE POWER ADMINISTRATION

VOUCHER CERTIFICATE

TRACT NO. Wendson Loop to Tahkenitch No. 2, Parcel 2

DISPOSITION OF CONTRACT PRICE:

TOTAL CONTRACT PRICE ..... $ 150.00

LESS AMOUNT WITHHELD BY BONNEVILLE POWER ADMINISTRATION FOR U.S. REVENUE STAMPS ..... $ _____

AMOUNT OF CHECKS TO BE ISSUED ..... $ 150.00

LIST OF CHECKS TO BE ISSUED:

DESCRIPTION	NAME OF PAYEE	AMOUNT
Grantors	Theodore S. Bernhardt and Lillian V. Bernhardt	$150.00

TOTAL DISBURSEMENTS ON THIS VOUCHER ..... $ 150.00

SEND CHECKS TO:

AT

Head, Title Section

CERTIFICATE:

We , *the undersigned, grantor(s) of the (easement)* [redacted] *under (*[redacted]*option)* [redacted] *dated* October 14, 1969 , *hereby authorize the disbursements above shown.* [redacted]

DATED THIS 16 DAY OF January, 1970.

Theodore S. Bernhardt
Theodore S. Bernhardt

Lillian V. Bernhardt
Lillian V. Bernhardt

pmp 12-9-69

BPA 404
Rev. July 1967

BPA 10
Rev. 2-24-59

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. Wendson Loop to Tahkenitch No. 2, Parcel 2

LAND OBLIGATION NOTIFICATION

DATE OCT 22 1969

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Theodore S. Bernhardt et ux

REQUEST IS MADE FOR ☐ INCREASE IN ☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

June E. Swanson *jes*
(Signed)

DESCRIPTION	ORG SYM	ACTIVITY	WORK ORDER	OBJECT CLASS	AMOUNT
EN 0	35	1174	134-30	32	$150.00

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

BRANCH OF LAND

TITLE PROGRESS SHEET

Amount $ 150.00

File No. Wendson Loop to Tahkenitch No. 2, Parcel 2

ROUTING ACTION	DATE
Option Unit	
Optioned	10/14/69
Accepted	OCT 22 1969
Released (No. 70-236)	OCT 22 1969
Obligation prepared	OCT 1969
Land Register Clerk	
Posted in records	10-23-69
Land Files	
Arrange file	10-24-69
Title Desc. Examiner	
Preliminary C/T ordered	
Preliminary C/T received	5-4-69
Preliminary C/T OK'd	
Title Unit	
Received in Unit	
Supplemental C/T ordered	
Supplemental C/T received	
Instruments to Attorney	12-1-69
Instruments approved	12-15-69
To A/Gen for preliminary opin.	
Preliminary opinion received	

REMARKS:

ROUTING ACTION	DATE
Title Unit Cont.	
Deed mailed for execution	
(or) Deed to field representative	12-17-69
Deed signed	1-16-70
Other instruments:	
_____ signed	
_____ recorded	
_____ signed	
_____ recorded	
Voucher certificate signed	1-16-70
Disbursement voucher prepared	1-28-70
Land Register Clerk	
Voucher date posted and fwded to Disbursement Audit	1-28-70
Title Unit	
Check received	2-3-70
Check mailed	2-26-70
Deed mailed for recording	1-23-70
Deed recorded	1-26-70
Recorded deed received	2-2-70
Final C/T ordered	1-23-70
Final C/T received	1-28-70
Final opinion requested	2-26-70
Final opinion received	3-5-70
Case closed	
Land Register Clerk	
Voucher No. posted & closed in Land register	3-11-70

Received 3-5-70

BPA 861

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

AFFIDAVIT RE FINANCING STATEMENTS

Tract No. **Wendson Loop to Tahkenitch No. 2, Parcel 2**

STATE OF OREGON)
) ss.
County of Lane)

I (We) **THEODORE S. BERNHARDT and LILLIAN V. BERNHARDT, husband and wife,**

being first duly sworn, depose and say:

That the above named persons own or are in possession of, and are all the owners of and the only persons in possession of, the real property described in Preliminary Title Policy No. **107306-86722**

of **Transamerica Title Insurance Co. (Title Abstract Company of Eugene)** and located **in a part of Lot 2, Sec. 16, Township 18 South, Range 11 West, W.M, Lane County, Oregon.**

That no financing statements affecting timber, growing crops or fixtures have been executed and filed against said real property either in the office of the Secretary of State or with the County Recorder of any Oregon county, including the county in which said real property is located, from or after September 3, 1963, except as follows:

Affiant makes this affidavit for the purpose of inducing the above named title company to issue its final certificate of title omitting reference to financing statements duly filed and of record but not shown in the said title company's preliminary report above specified.

/s/ Thodore S. Bernhardt (SEAL)
Theodore S. Bernhardt

/s/ Lillian V. Bernhardt (SEAL)
Lillian V. Bernhardt

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SUBSCRIBED and SWORN to before me this 16th day of January , 19 70

/s/ M. E. Helman
Notary Public for Oregon
My Commission expires Sept. 20, 1970

"SEAL"
AFFIXED

pmp 12-9-69

BPA 1049
Nov. 1963

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

TO: Disbursement Audit Section – MFDG
Attention: Land Voucher Auditor

Date March 6, 1970

Bur. Vou. No. OM13024

FROM: Branch of Land – ELT

Certified for payment 1-29-70 (Date)

SUBJECT: Tract No.(s) Wendson Loop to Tahkenitch No. 2, Parcel 2

We transmit herewith the subject land file(s) for final audit.

Max L. McMillin pmp
Max L. McMillin
Head, Title Section

pmp

Audit completed MAR 2 6 1970 (Date)

(Land Voucher Auditor)

BPA 392
Rev. July 1968

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

CHECK SHEET

TRACT NO. Wendson Loop to Tahkenitch No. 2, Parcel 2 NAME Theodore S. Bernhardt et ux

PLEASE CHECK IF OK

(✓) GRANTORS	TAXES & ASSESSMENTS	( ) VOUCHER CERTIFICATE
(✓) CONSIDERATION	(✓) MORTGAGES & OTHER LIENS	( ) FIELD INSTRUCTIONS
(✓) SPECIAL OPTION PROVISIONS	(✓) OCCUPANTS	( ) OTHER

12-11-69: For preliminary opinion. pmp
(No tax problem here but will ask fieldman to inquire as to whether 69-70 taxes have been paid.
Will ask T/Co. to omit Item 2.
Item 3: No foreign line shows on our drawing and will ask T/Co. to omit if they can.
Item 4 is the Mapleton-Reedsport acquisition crossing this ownership and will be omitted.
Items 5 & 6: Have not, so far, identified these easements, but will do so and believe they will be able to be omitted also.
Item 7: Will remain in Sched. B.
Item 8: The current acquisition overlaps tract We-T-2 and this item will remain in Sched. B.)

12/15/69
f.f.

2-26-70: For final opinion. pmp

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

February 26, 1970

Theodore S. Bernhardt
Lillian V. Bernhardt
Route 2, Box 585
Florence, Oregon 97439

X Wendson Loop to
Tahkenitch No. 2, Parcel 2

Dear Mr. and Mrs. Bernhardt:

60,037,520

yourselves

$ 150.00

x

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc: Official file ELOF
BPackwood

ELT:pmp 2-26-70

BPA 379
Rev. Oct. 1967

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date: January 23, 1970

Title Abstract Company of Eugene
845 East Park Street
Eugene, Oregon 97401

Preliminary Title No. 86722

Gentlemen:

Subject: Wendson Loop to Tahkenitch No. 2, P.2, Theodore S. Bernhardt, et ux

Please do the following:

XX 1. Record the enclosed deed; however, please advise us if there has been an adverse change in title [illegible] the preliminary title policy.

XX 2. Issue in duplicate [illegible] agreement insuring title to the (easement) XXXX) acquired by the United States of America and covered by your preliminary report XX and our file number XX listed above.

(X) 3. Show the amount of liability under said final report at $ 1,000.00.

( ) 4. Record the enclosed ( ) subordination agreement(s) ( ) partial release of mortgage ( ) [illegible]

( ) 5. Withhold issuance of the final endorsement [illegible] taxes for the year(s) have not been paid and notify this office immediately.

XX 6. Bill us in duplicate for the above recording fees.

(X) 7. Eliminate the following items from Schedule B:

1. Taxes paid.
2. No County road.
3. Not on this property.
4. Off-line
5 and 6 - Off-line.
7. Not applicable. No government patent on record.

Affidavit re financing statement is enclosed.

Sincerely yours,

Max L. McMillin

Head, Title Section
Branch of Land

Enclosure(s)

Enclosures

BPA 331

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND
Portland, Oregon

To: Field Representative

Date: December 9, 1969

From: Peggy Pepper

State: Oregon

Tract No.(s): Wendson Loop to Tahkenitch No. 2, Parcel 2

County: Lane

Name: Theodore S. Bernhardt ~~et ux~~
Route 1, Box 585
~~Route 1, Box 585~~

~~997-9~~
997-3975
997-3795 - T.S.
~~997-2080 - Ted~~

Address: Florence, Oregon 97439

Enclosed herewith are the following instruments for execution:

( ) Warranty Deed
(xx) Easement
(xx) Voucher certificate
( ) Certificate of Inspection and Possession
( ) Subordination agreement
(xx) Affidavit
( )
( )

Please note the following special instructions:

[redacted].

No tax problem here, but ask landowner if 1969-70 taxes have been paid. If so, we'll ask T/ Co to omit.

1/16/70 - done. Taxes are paid. - W.E.H.
Suggest you record the deed as soon as possible - property may be in the process of sale.

BPA 151
Rev. Mar. 1967

~~[illegible]~~ Date November 13, 1969

TO: Henry Staats, ETMRR

FROM: Head, Title Section, ELT

SUBJECT: Wendson Loop to Tahkenitch No. 2, Parcel 2

Land file(~~s~~) for subject case (is) (~~xxx~~) forwarded herewith for examination and approval of legal description(~~s~~) in title policy(~~xxx~~) and land acquisition request(~~s~~). In connection therewith, please review the following items in Schedule B:

Please furnish seven prints each (8" x 14" size) of the following map(s) not now available in the Branch of Land:

MAX L. McMILLIN

BY Peggy Pepper

- -

TO: Head, Title Section, ELT Date 11-14-69

FROM: Henry Staats, ETMRR

Subject file(~~s~~) (has) (~~have~~) been examined. The legal description in Schedule A of title policy(~~ies~~) No. 107307-86722

includes all land covered by the following land acquisition requests:

Tract No.	Date
WENDSON LOOP TO TAHKENITCH	8-4-69

Title policy(~~ies~~) stamped.
Remarks:

H. Staats
Exec

- -

TO: Head, Title Section, ELT Date

FROM: Henry Staats, ETMRR

Coverage is needed for the following property:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P. O. Box 3621
Portland, Oregon 97208

CERTIFIED – RETURN RECEIPT REQUESTED

OCT 22 1969

In reply refer to: ELTO
Wendson Loop to
Tahkenitch No. 2,
Parcel 2

Theodore S. Bernhardt
Lillian V. Bernhardt
Route 1, Box 585
Florence, Oregon 97439

Dear Mr. and Mrs. Bernhardt:

The instrument dated October 14, 1969, in which, for the sum of $150.00, you offer to convey to the United States of America certain rights to the property described therein, is hereby accepted. This acceptance gives the United States, its employees and contractors the legal right to enter upon your property for the purpose of exercising those rights. The title clearance, accounting, and other work necessary to complete the transaction and make payment will be completed as soon as possible.

After the date of this letter, any transactions you may enter into affecting this property will be subject to the contents of this instrument and of any related ones. Therefore, we request that you include an express reference to the Government's rights in any documents covering such transactions.

Sincerely,

(Sgd) Lester L. Moser

Lester L. Moser
Head, Acquisition Section
Branch of Land

cc:
Official File - ELOP
ELTO:jes 10/20/69

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee
(Additional charges required for these services)

RECEIPT
Received the numbered article described below.

REGISTERED NO.
CERTIFIED NO. 844387
INSURED NO.
DATE DELIVERED OCT 23 19[illegible]

1. SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Ted S. Bernhardt
2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Lillian V. Bernhardt
3. SHOW WHERE DELIVERED (only if requested)

Wendson Loop to Tah.#2.P2 – Theodore S. Bernhardt et ux

U. S. DE. ATMENT OF THE INTERIOR – BONNEVILLE POW. ADMINISTRATION

NOTICE OF OPTION SECURED

on BPA Form # 420 B Date October 22, 1969

Wendson Loop to Lane

Line	Station #	to	Station	Tract No.
Tahkenitch No. 2				
Limited to one *line of structures.*	108+95		111+45.8	Wendson Loop to Tahkenitch No. 2, Parcel 2

Owner/Cont. Pchsr./Lessee:

Theodore S. Bernhardt et ux
Route 1, Box 585
Florence, Oregon 97439

Special Provisions

(x) Danger tree cutting rights 50 feet on southeasterly side of R/W bdry.

(x) Future danger tree cutting rights included.

For these cutting rights a danger tree is defined as any tree which could fall within 40 feet of the centerline of the electric transmission line facilities.

Option gives BPA the right to cut "additional danger trees" outside the specified strip, which right expires October 14, 1972. Scale must be kept as trees so cut must be paid for.

The Government shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

The rights to be acquired by the Government shall include all necessary and convenient access over, along and across existing roads on owner's premises within existing Bonneville Power Administration's easements.

The consideration includes payment for a 150-foot to 200-foot fence to be constructed by the owner as a result of the removal of a natural cattle barrier by our clearing activity on the right of way.

DISTRIBUTION

(1) Right of Way and Drafting Group – ETMR
(1) Official Files – ELOF
(8) Line Construction Section – ECL
(4) Area Maintenance – OX
(1) Line Design Unit – ETL
(1) Specifications Group – ETRS
(1) Joseph Morrison – ETMRR
( )

Prepared by: OVBerglund:jes

Max L. McMillin
Head, Title Section
Branch of Land

Release No. 70-236

BPA 136 Rev. Nov. 1967

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : The File

DATE: October 16, 1969

FROM : Lester L. Moser, Head
Acquisition Section, Branch of Land - ELC

SUBJECT: Wendson Loop to Tahkenitch No. 2, Parcel 2

The appraisal of the property involved indicates a value of $100 without any mention of the damage or cost to the owner in replacing a natural barrier which will be removed during clearing operations. The grantors agreed to install the necessary fencing after clearing for a total cost of $50. An option in the amount of $150 has been received and it should be processed to a conclusion being to the best interest of the Government. $150 disbursement is approved.

Lester L Moser

ELC:LLMoser:dsj 10-16-69

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

OPTION SECURED REPORT

Tract No. WL-T #2 Date 10/14/69

NAME Theodore S Bernhardt + Lillian V Bernhardt wife

ADDRESS Rt 1 Box 585 Florence Ore

NAME

ADDRESS

LOCATION OF LAND Lane Co Ore

Option secured Remarks @ appraisal $150.00

1. Was option read to grantors? Grantors read in my presence
2. With whom was copy of option left? Mr & Mrs Bernhardt
3. What date payment promised? now
4. What type of structures and guys and anchors were discussed? Steel Towers
5. What stations were given for structure locations? as on maps
6. Is domestic water supply involved? Comment: no
7. What was said relative to danger trees and clearing of right of way? as on Map
8. When and where can grantors be seen? Home most of the time

Release # 70-236
Letter: 22 1969

9. What papers other than copy of option were left? Map

LAND COSTS:
Right of Way
Mach. Abr.
Tower:
Towers ( )
Access Rds.
Bldgs.
TOTAL:

For further comment use reverse side and refer to corresponding item by number.
Use reverse if option not secured.

L L Grant
LAND BUYER

BPA 397
Rev. Aug. 1969

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Wilson Loop to Tukkinitch No. 2, Parcel 2 Date 9/2/69

NAME Theodore S. Bernhardt etux

ADDRESS Route 1, Box 585, Florence, Oregon

NAME

ADDRESS

LOCATION OF LAND Sec 16, T 18 S, R 11 WWM

Option not secured Remarks

Studied option and noticed that it didnot include the 50' danger tree strip as per the appraisal. Contacted owners drove him to the location. He wants a fence where we have cut for our present r/w. It is about 150 to 200' across at foot of the ravine. I figuring costs he stated that he would do it for $50.00. Told him I would check w/office on a fence to stop cattle since the natural barrier was removed and that I would return with a corrected option or probably someone else would. Quoted the appraisal of $100.00 for our easement rights. If he approves of owner building fence it would make a total of $150.00. I'm certain owner would have signed the option.

Note 9-4-69 - Need New option forms. The
9-9-69 - Assign to L.E. Grant

Tentative follow-up date asap

Jenun
LAND BUYER

Complete reverse if option secured.

ITEM NOS.	ORG	ACCT	W. ORDER	OBJ CL	AMOUNT		REQUISITION NOS.	REQ SUPP NO.
	35	1173	134-24	25	$100.00			

ISSUING OFFICE

ORDER FOR SUPPLIES OR SERVICES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. Box 3621
PORTLAND, OREGON 97208

14 X 0326 CONSTRUCTION OPERATION & MAINTENANCE, BONNEVILLE POWER ADMIN.

MARK ALL PACKAGES AND PAPERS WITH ORDER AND/OR CONTRACT NUMBERS

PAGE 1 OF

DATE OF ORDER	CONTRACT NO. (If any)	ORDER NO.
July 28, 1969	14-03-9095A	9095A-10

CONTRACTOR (Name and address, including ZIP code)

TO→ Title Abstract Company of Eugene
845 East Park Street
Eugene, Oregon 97401

SHIP TO (Consignee and address, including ZIP code)

Head, Title Section, BPA
P. O. Box 3621
Portland, Oregon 97208

VIA

TYPE OF ORDER

PURCHASE ☐ REFERENCE YOUR PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS ORDER AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY AS INDICATED. THIS PURCHASE IS NEGOTIATED UNDER AUTHORITY OF

DELIVERY ☐ EXCEPT FOR THE BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS SUBJECT TO INSTRUCTIONS CONTAINED ON THIS SIDE ONLY OF THIS FORM AND IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE NUMBERED CONTRACT.

F.O.B. POINT	GOVERNMENT B/L NO.	DELIVERY TO F.O.B. POINT ON OR BEFORE	DISCOUNT TERMS
Portland, Oregon		30 days	Net

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	Please furnish preliminary title policies in duplicate, on approved forms, covering the tracts and access roads listed on the attached sheet and as indicated on the enclosed map numbered 146252 for our Wendson Substation Site area in Lane County, Oregon.				
	Title Policies:	4	dup.	$25.00	$100.00
	Liability: $1,000.00 each				
	Do not furnish preliminary title policies for land owned by the Federal Government.				
	One invoice (in duplicate) covering all policies mailed at one time is preferred. Invoice must show purchase order number and tract number.				
	Please show tract number on title policies.				

TOTAL → $100.00

BY (Signature) /s/

NAME (Typed) Max L. McMillin
TITLE: CONTRACTING/ORDERING OFFICER Head, Title Section

CHECK ONE ☐ SMALL BUSINESS ☐ OTHER

CONTROL ☐ EXPED ☐ D.A. SEC

R.R. RESP

FOR GOV'T USE ONLY

DATE REC	VIA
NO. PIECES	LOCATION
WT	FOR

Items rec'd as indicated: RECEIVING OFFICER DATE

Items comply with specs. INSPECTOR DATE

Wendson Substation Site and
Entrance Road
Lane County, Oregon

Purchase Order No. 9095-A-10
Date: July 28, 1969

1. Tract No.: Wendson Substation, North Corridor;
Wendson Substation Site, Parcel A
Wendson Substation Entrance Road, Parcel 1
Apparent Record Owner: International Paper Co.

Description: Part of the $SE\frac{1}{4}NE\frac{1}{4}$ of Section 16, Township 18 South, Range 11 West, WM.

$25.00

2. Tract No.: Wendson Loop to Tahkenitch No. 2-2
Apparent Record Owner: Theodore Bernhardt et ux

Description: Part of Lot 2 of Section 16, Township 18 South, Range 11 West, WM.

$25.00

3. Tract No. Wendson Substation Site, Parcel B
Wendson Tap to Tahkenitch No. 1-1
Wendson Loop to Tahkenitch No. 2-1
Apparent Record Owner: Ray G. Page et ux

Description: Part of $SW\frac{1}{4}NE\frac{1}{4}$, Part of Lot 1, Part of Lot 2 all in Section 16, Township 18 South, Range 11 West, WM.

$25.00

4. Tract No.: Wendson Substation Entrance Road, Parcel 2
Appparent Record Owner: State of Oregon (State Highway Commission)

Description: Part of $SW\frac{1}{4}NW\frac{1}{4}$ of Section 15, Township 18 South, Range 11 West, WM.

$25.00

BPA 342
Rev. 6-23-52

BONNEVILLE POWER ADMINISTRATION

REPORT OF LAND BUYER TO TITLE SECTION ON INFORMATION FURNISHED BY OWNERS

TRACT NO. Wenason Loop to Tahkenitch No. 2, Parcel 2

1. Is Seller single or married? Married

2. Spouse's name? Lillian C.

3. (If property is in Washington or Idaho.) Were Seller and present spouse married at time of acquiring property, and have they remained married to each other at all times since? N/a

4. (In Washington or Idaho) Is this community property? N/a

5. Is property occupied, by owner, or tenant? Owner

6. Term of tenancy: N/a

7. Is property being sold under contract, and if so, who is the purchaser?

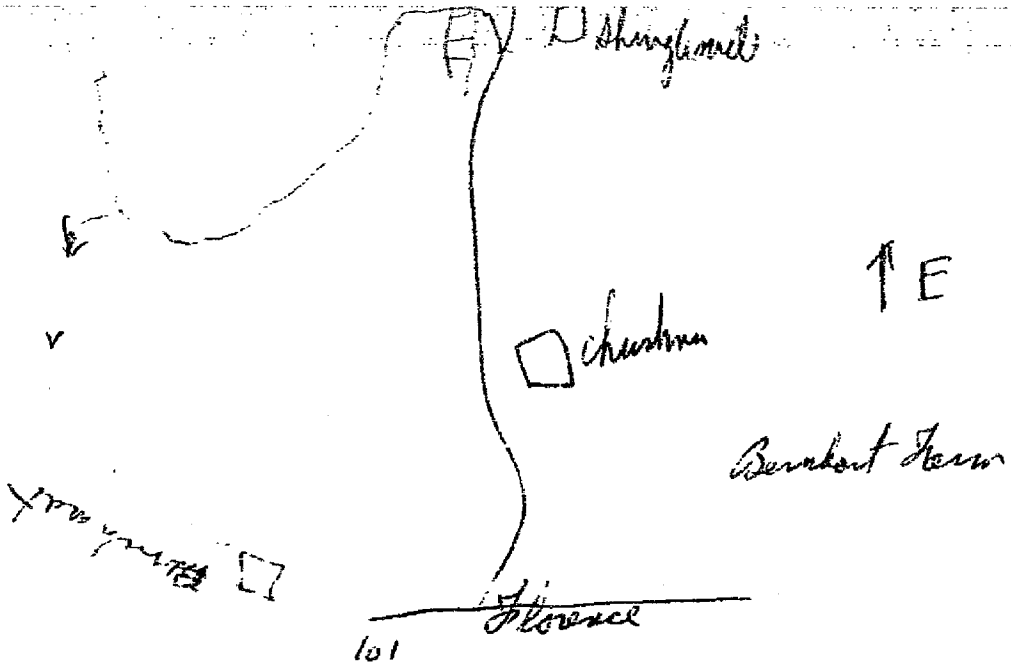
No

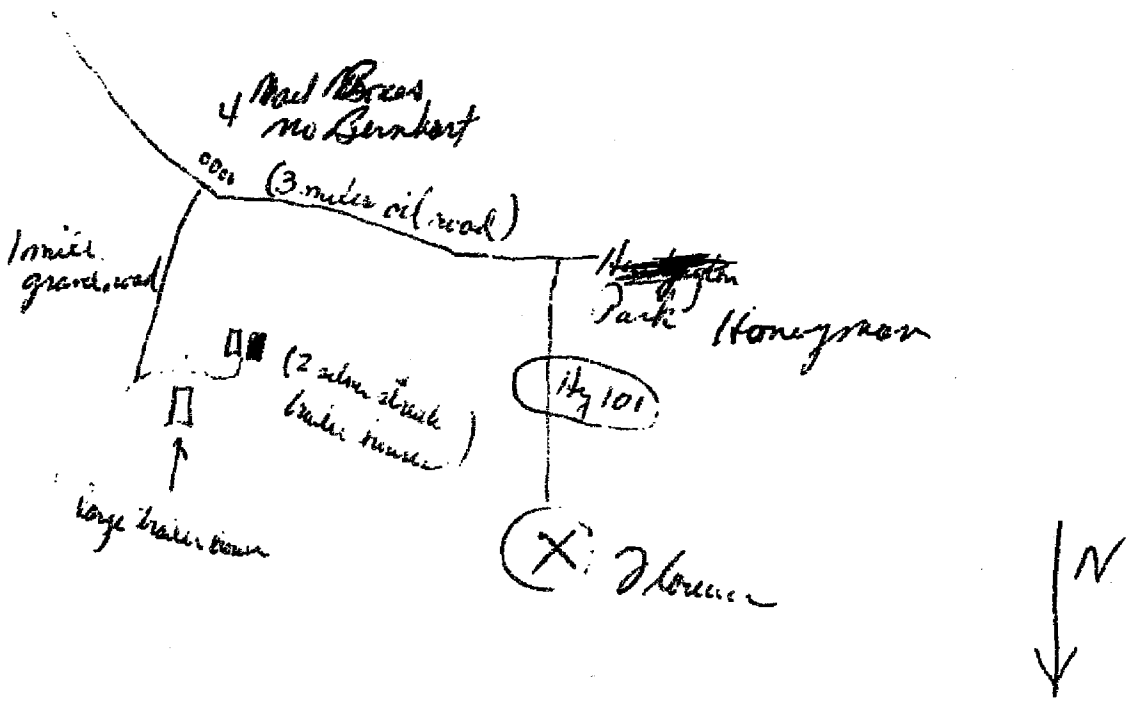
8. List rights-of-way or easements crossing our survey, i.e., roads, power lines, telephone lines, irrigation ditches, etc., and owner if not owned by the owner of the fee.

As per T/C

9. Remarks: (Other information of value to Title Section.) None

NOTE: Give addresses of all persons concerned where address does not otherwise appear in the file.





(Bernhardt residence is the silver streak trailer house on the West side.)

CERTIFICATE OF INSPECTION AND POSSESSION

Tract No.
Wendson Loop to Tahkenitch
No. 2, Parcel 2

I, the undersigned, state and certify:

1. That on the 2d day of Sept., 19 69, I made diligent inquiry of the owners and conducted a personal examination of that certain tract of land situated in the County of Lane, State of Oregon designated as Tract No. as above, Bonneville Power Administration, containing .7 acres, over which an easement is being acquired by the United States of America for the use of the Bonneville Power Administration.

2. That I found no evidence of any labor having been performed or of any material having been furnished, placed, or used thereon, within the past six months in connection with the making of any repairs or improvements, except as follows: Survey stakes of the Bonneville Power Administration's Wendson Loop to Tahkenitch No. 2, Parcel 2 transmission line.

3. That the following are the only persons, firms, or corporations found to be in possession of said premises or any part thereof:

Owner in possession.

4. That Theodore S. Bernhardt and Lillian V. Bernhardt, h/w

whose address is Route 1, Box 585, Florence, Oregon 97439

are reputed to be the owners of said land:

5. I further certify that, to the best of my knowledge and belief, based upon actual and diligent inquiry made, and from a physical inspection of the premises, except as disclosed and evidenced by the public records, there are no vested or accrued water rights for mining, agricultural, manufacturing or other purposes; that there are no ditches or canals constructed by or being used under authority of the United States; that there is no development nor are there any operations for the development of coal, oil, gas, or other minerals on said land; that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in the patent or patents heretofore issued by the United States of America for the land.

6. I further certify and state that, to the best of my knowledge and belief, there is outstanding no right whatsoever in anyone to the possession of a right, title, lien, or estate in or to said premises, except such as are disclosed and evidenced by the public records or by this certificate.

Dated at Newport, Oregon
this 2d day of September, 19 69.

William B. Jensen

TITLE: Realty Specialist
BONNEVILLE POWER ADMINISTRATION
Portland, Oregon

BPA 420-B
3-28-57
(D/T)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
OPTION FOR ELECTRIC TRANSMISSION LINE EASEMENT

Wendson Loop to Tahkenitch No. 2,
TRACT NO. Parcel 2

The undersigned (hereinafter called "the undersigned," whether one or more than one),

Theodore S. Bernhardt and Lillian V. Bernhardt, husband and wife,

for and in consideration of the payment of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the sum of One Hundred Fifty and no/100 Dollars ($ 150.00), a perpetual easement and right of way as now surveyed and staked in, over, upon and across that certain tract of land located as described on Schedule "A" attached hereto and by this reference made a part hereof.

County of Lane , State of Oregon

, together with the present and future right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the undersigned, adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities hereinafter described; provided, however, it is understood and agreed that (1) compensation for trees or snags within strips of land 50 feet in width on the southeasterly side of and contiguous to said right of way that (a) are danger trees at the date of exercise of this option (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future danger trees"), is included in the purchase price herein agreed upon; and (2) the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within a period of 3 years after all present danger trees have been cut from the strip adjacent to such additional danger trees, and the Government shall pay the person who is the owner thereof at the date of their cutting (in addition to the purchase price herein agreed to) the market value of such additional danger trees prevailing at the date of their cutting under authority of the Government, such payment to be made within a reasonable period of time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

If the Administrator shall elect to exercise this option and unless otherwise specified herein, (1) title to all brush, timber, or structures existing upon the right of way at the date of exercise of this option and to all present danger trees shall vest immediately in the Government at said date; (2) all future danger trees cut pursuant to the terms hereof shall remain the property of the owner thereof on the date of their cutting, and (3) title to any additional danger trees shall vest in the Government upon their being cut pursuant to the terms hereof.

It is understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of any of said easements and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the Government as provided hereinabove.

This option shall continue in force for a period of six (6) months from the date hereof, and at any time within said period the Administrator shall have the right to exercise said option by giving the undersigned written notice of his determination so to do, such notice to be delivered to the undersigned either in person or by United States mail to the address (or addresses) given above, or at any time within said period or at any time after having exercised this option, the Administrator, his representatives, agents, assigns, or contractors, may enter upon the land of the undersigned for the purposes of

The Government shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

payment, and the undersigned undertakes and hereby agrees that the purchase price above stated, less the cost of the internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title required in this transaction will be furnished by the Government at its expense. THE CONSIDERATION NAMED HEREIN COVERS BOTH THE INTEREST OF THE OWNER AND THAT OF THE LESSEE, IF ANY.

This option shall be binding upon the undersigned, his heirs, successors and assigns and inures to the benefit of both the Government and its assigns and the easement rights may be exercised by the Government or its assigns through their respective employees, agents or contractors.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above-described easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easement and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement and danger tree rights, if any.

The rights to be acquired by the Government shall include all necessary and convenient access over, along and across existing roads on premises owned by the undersigned within existing Bonneville Power Administration's easements.

No verbal agreements, express or implied, not specifically made a part of this option shall be binding upon either party.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach of violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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 therefrom, unless made with a corporation for its general benefit.

Dated this 14 day of Oct , 1969.

WITNESSES:

Theodore S. Bernhardt

Lillian V. Bernhardt

PAYMENT APPROVED: $ 150.00

Lester L. Moser
Lester L. Moser
Head, Acquisition Section
Branch of Land

The above consideration includes payment for a 150-foot to 200-foot fence to be constructed by the undersigned as a result of the removal of a natural cattle barrier by our clearing activity on the right of way.

Schedule "A"

Wendson Loop to
Tahkenitch No. 2, Parcel 2

18S-11W-16

That portion of a strip of land 125 feet in width which lies within the following described property:

> "Beginning at a point on the East and West quarter Section line bearing West 1,890 feet from the East quarter section corner of Section 16 in Township 18 South, Range 11 West of the Willamette Meridian; thence S36°47'E 442.5 feet; thence S50°22'E 360.2 feet; thence S69°30'W 694.0 feet; thence S24°30'E 96.0 feet; thence S66°14'W 354.85 feet; thence S57°10'W 417.7 feet to a point being the Southwest corner of Lot 2 in Section 16 of Township 18 South, Range 11 West of Willamette Meridian; thence West 400 feet; thence N0°37'E 1,335.1 feet; thence North 1,320 feet; thence East 950 feet; thence South 1,320 feet to the point of beginning, all located in Lane County, Oregon."

The boundaries of said 125-foot strip of land lie 62.5 feet from, on each side of, and parallel with the survey line of the United States of America for its Bonneville Power Administration's Wendson Loop to Lane-Tahkenitch No. 2 transmission line, said survey line being described as follows:

> Beginning at a point which is N70°27'50"W 164.0 feet from a point which is N66°45'50"W 1,148.6 feet from the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence S19°32'10"W 370.0 feet to survey station 104+10.0; thence S24°16'00"W 735.8 feet to a point which is S72°39'50"W 1,713.8 feet from the east quarter section corner of said Section 16, which ending point is designated as survey station 111+45.8.

The bearings refer to the Oregon Coordinate System-South Zone

AUG 4 19

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Loop to Tahkenitch No. 2

PARCEL NO. 2

TO: BRANCH OF LAND

WORK ORDER 134-30

FROM: BRANCH OF TRANSMISSION DESIGN

DATE AUG 4 1969

The acquisition of appropriate land rights as described below is hereby requested.

OWNER

Theodore Bernhardt et ux

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated October 24, 1968, revision 2 dated May 16, 1969, of the "Wendson Substation Site and Entrance Road".

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE
108+95	111+45.8	250.8 feet
RIGHT OF WAY WIDTH	**ACRES**	**NO. OF LINE STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY**
125 feet	0.7	one

PURPOSE: Right of way for the Wendson Loop to Lane Tahkenitch No. 2 transmission line.

REMARKS This request cancels and supersedes request dated June 5, 1969 for Wendson Loop to Tahkenitch No. 2, Parcel 2 in accordance with Memo dated June 25, 1969 from Marge Kageler to H. R. Staats.

[signature]

CHIEF, BRANCH OF TRANSMISSION DESIGN

BPA 300 Rev. Mar. 196

Wendson Loop to
Tahkenitch No. 2 Theodore Bernhardt et ux 18S-11W-16

That portion of a strip of land 125 feet in width which lies within the following-described property:

> "Beginning at a point on the East and West quarter Section line bearing West 1,890 feet from the East ¼ Section corner of Section 16 in Township 18 South, Range 11 West of the Willamette Meridian; thence South 36°47' E 442.5 feet; thence S 50°22' E 360.2 feet, thence S 65°30' W 694.0 feet; thence S 24°30'E 96.0 feet; thence S 66°14' W 354.85 feet; thence S 57°10'W 417.7 feet to a point being the Southwest corner of Lot 2 in Section 16 of Township 18 South, Range 11 West of Willamette Meridian; thence West 400 feet; thence N 8°37' E 1335.1 feet; thence North 1,320 feet; thence East 950 feet; thence South 1,320 feet to the point of beginning, all located in Lane County, Oregon."

The boundaries of said 125-foot strip of land lie 62.5 feet from, on each side of, and parallel with the survey line of the United States of America for its Bonneville Power Administration's Wendson Loop to Lane Tahkenitch No. 2 transmission line, said survey line being described as follows:

> Beginning at a point which is N70°27'50"W 164.0 feet from a point which is N66°43'50"W 1148.6 feet from the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence S19°32'10"W 370.0 feet to survey station 104+10.0; thence S24°16'00"W 735.8 feet to a point which is S72°39'50"W 1713.8 feet from the east quarter section corner of said Section 16, which ending point is designated as survey station 111+45.8.

The bearings refer to the Oregon Coordinate System -- South Zone.

Subject to easements of record.

Prepared by: RRoper-Witt:pmw Verified by: Checked by:

JUN 5 1969

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Loop to Tahkenitch No. 2

PARCEL NO. 2

TO: BRANCH OF LAND

WORK ORDER 134-30

FROM: BRANCH OF TRANSMISSION DESIGN

DATE JUN 5 1969

The acquisition of appropriate land rights as described below is hereby requested.

OWNER
Theodore Bernhardt et ux

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated October 24, 1968, revision 2 dated May 16, 1969, of the "Wendson Substation Site and Entrance Road".

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE
108+95	111+45.8	250.8 feet
RIGHT OF WAY WIDTH	**ACRES**	**NO. OF LINE SI OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY**
125 feet	0.7	one

PURPOSE: Right of way for the Wendson Loop to Lane Tahkenitch No. 2 transmission line.

REMARKS

SUBSTITUTED BY
REVISED REQUEST
DATED 8-4-69

CHIEF BRANCH OF TRANSMISSION DESIGN

[signature]

BPA 390 Rev. Mar. 1969

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

Wendson Loop to Tahkenitch No. 2, Par. 2 | Theodore Bernhardt et ux | 18S-11W-16

That portion of a strip of land 125 feet in width which lies within the following-described property:

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The boundaries of said 125-foot strip of land lie 62.5 feet from, on each side of, and parallel with the survey line of the United States of America for its Bonneville Power Administration's Wendson Loop to Land Tahkenitch No. 2 transmission line, said survey line being described as follows:

> Beginning at a point which is N70°27'50"W 164.0 feet from a point which is N66°43'50"W 1148.6 feet from the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence S19°32'10"W 370.0 feet to survey station 104+10.0; thence S24°16'00"W 735.8 feet to a point which is S72°39'50"W 1713.8 feet from the east quarter section corner of said Section 16, which ending point is designated as survey station 111+45.8.

The bearings refer to the Oregon Coordinate System-South Zone.

Subject to easements of record.

Prepared by: RRoper-Witt:bw

Verified by:

Checked by:

REVISED REQUEST

DATED.....

BPA 41-Rev. May 1966
U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

TRACT OWNERSHIP DATA

FILE NO.

COUNTY Lane SECTION 16 TOWNSHIP 18 So RANGE 11W WM

OWNER Theodore [illegible]

ADDRESS [illegible]

C/P

ADDRESS

ASSESSED TO

ADDRESS

TAXES PAID BY

ADDRESS

ASSESSOR'S TAX LOT 502

ASSESSED ACREAGE 50.7

ASSESSED VALUE 800

ASSESSOR'S DESCRIPTION:

Correction DEED

GRANTOR [illegible] R. Patrick aka [illegible] R. Bernhardt & J.R. Patrick, W/H

TO

GRANTEE Theodore S. Bernhardt & Lillian V. Bernhardt W/H

DATED 9/7/64

RECORDED Oct. 25, 1964

VOLUME [illegible]

RECORDER'S FILE NO.

CONSIDERATION Gift

STAMPS none

Description of land conveyed, including reservations and exceptions:

Beginning at a point on the East and West quarter Section line bearing West 1,[illegible] feet from the East [illegible] corner of Section 16 in Township 18, South, Range 11 West of the Willamette Meridian; thence South 35°47' E 442.5 feet; thence S 53°[illegible] E [illegible] feet; thence S 65°[illegible]' W 6[illegible]4.0 feet; thence S 24°30' E 96.0 feet; thence S 65°14' W 354.85 feet; thence S 57°10' W 417.7 feet to a point being the Southwest corner of Lot 2 in Section 16 of Township 18 South, Range 11 West of Willamette Meridian; thence West 400 feet; thence North 1,320 feet; thence East 950 feet; thence South 1,320 feet to the point of beginning, all located in Lane County, Oregon.

N 8°37' E 13°[illegible]

INITIALS [illegible]

DATE 8-1-67

(Prepare original and 5 copies. If additional space is needed use reverse side.)

BPA 41 Rev. May 1966
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

MP FILE NO. T-T-W-(La)-163.3

TRACT OWNERSHIP DATA

FILE NO.

COUNTY Lane SECTION 16 TOWNSHIP 18 So RANGE 11W W.M.
OWNER Theodore Bernhardt et ux
ADDRESS Rt 1 Box 585, Florence, Oregon
C/P
ADDRESS
ASSESSED TO
ADDRESS
TAXES PAID BY
ADDRESS

ASSESSOR'S TAX LOT 501
ASSESSED ACREAGE 58.7
ASSESSED VALUE 560
ASSESSOR'S DESCRIPTION:

Correction DEED

GRANTOR Veva R. Patrick aka Veva R. Bernhardt & J.R. Patrick, w/h

TO

GRANTEE Theodore S. Bernhardt & Lillian V Bernhardt H&W

DATED 9/7/64
RECORDED Oct. 25, 1964
VOLUME R253/79086
RECORDER'S FILE NO.
CONSIDERATION Gift
STAMPS none

Description of land conveyed, including reservations and exceptions:

Beginning at a point on the East and West quarter Section line bearing West 1,890 feet from the East $\frac{1}{4}$ Section corner of Section 16 in Township 18 South, Range 11 West of the Willamette Meridian; thence South 36°47' E 442.5 feet; thence S 50°22' E 360.2 feet, thence S 65°30' W 694.0 feet; thence S 24°30' E 96.0 feet; thence S 66°14' W 354 85 feet; thence S 57°10' W 417.7 feet to a point being the Southwest corner of Lot 2 in Section 16 of Township 18 South, Range 11 West of Willamette Meridian; thence West 400 feet; thence North 1,320 feet thence East 950 feet; thence South 1,320 feet to the point of beginning, all located in Lane County, Oregon.

INITIALS VL:LC
DATE 8-1-67

(Prepare original and 3 copies. If additional space is needed use reverse side.)

T-86045
T-86 721
T-86052

Tract No. TW-273, 297, 299, 300;
TW-AR-44-2; TW-AR-44-3;
TW-AR-45-1, P. 1;
TW-AR-50-3, P. 2;
TW-AR-50-4; TW-AR-51-1;
Wendson Substation Site
Entrance Road, P. 1
Wendson Substation Site,
Parcel A
Wendson Substation North
Corridor

10852

WARRANTY DEED
and
TRANSMISSION LINE AND ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of TWELVE THOUSAND THREE HUNDRED FIFTY DOLLARS ($12,350.00) in hand paid, receipt of which is hereby acknowledged, INTERNATIONAL PAPER COMPANY, a New York corporation, has granted, bargained and sold and by these presents does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following described parcels of land in the County of Lane, in the State of Oregon, to-wit:

Wendson Substation Site, Parcel A

A parcel of land in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 11.08 acres, more or less, and described as follows:

Beginning at a point which is N39°05'10"W, 816.0 feet from the east quarter section corner of said Section 16; thence N70°27'50"W, 812.7 feet, more or less, to the west line of said SE¼NE¼ of Section 16; thence along said west line Southerly 791 feet, more or less, to the southwest corner of said SE¼NE¼ of Section 16; thence along the south line of said SE¼NE¼ of Section 16, Easterly 600 feet, more or less, to a point in a line that bears S19°32'10"W, from the point of beginning; thence N19°32'10"E, 605 feet, more or less, to the point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

Wendson Substation North Corridor

A parcel of land in the E½NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, described as follows:

Commencing at the east quarter corner of Section 16. This corner is evidenced by a sandstone corner monument. Thence N39°05'10"W, 816.0 feet to the most easterly northeast corner of the Wendson Substation Site. Thence N70°27'50"W, along the northerly line of the substation site 414.5 feet to the true point of beginning. Thence continuing N70°27'50"W, 398.2 feet to the west line of the SE¼NE¼ of Section 16. Thence northerly, along said west line 408 feet, more or less, to the northwesterly boundary of the existing 100-foot right of way of Mapleton-Reedsport transmission line as described in volume 426, page 519, deed records. Thence along said northwesterly boundary N48°25'00"E, 495 feet, more or less, to a point N12°53'20"E, 367.0 feet and N7°38'30"W, 516.0 feet from the point of beginning. Thence S7°38'30"E, 516.0 feet. Thence S12°53'20"W, 367.0 feet to the true point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

Also a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcels of land:

Tract TW-273

That portion of a strip of land 125 feet in width which lies within the following:

The NE¼SE¼ of Section 13, Township 17 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

The boundaries of said strip of land lie 62.5 feet on each side of and parallel with the survey line of the Bonneville Power Administration's Toledo-Wendson No. 1 transmission line, said survey line is described as follows:

Beginning at survey station 2510+37.1 in the east line of said Section 13 at a point which is S1°23'20"W, 1464.4 feet from the northeast corner of said Section 13; thence S25°49'50"W, 2109.8 feet to station 2531+46.9 at a point which is S52°04'00"W, 1128.7 feet from the east quarter corner of said Section 13; thence S59°34'20"W, 1953.1 feet to station 2551+00.0; thence S46°44'40"W, 937.0 feet to station 2560+37.0 in the south line of said Section 13 at a point which is N87°44'30"W, 895.2 feet from the south quarter corner of said Section 13.

The bearings of said survey line refer to the Oregon Coordinate System-South Zone.

Tracts TW-297, 299 and 300

That portion of a strip of land 125 feet in width which lies within the following:

The SW¼NW¼, the NW¼SW¼ of Section 10, the E½SE¼ of Section 9 and the NE¼NE¼ of Section 16 lying north of the north right of way line of the Bonneville Power Administration's Mapleton-Reedsport transmission line, all in Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon. The location of said Mapleton-Reedsport transmission line is shown in that certain easement deed recorded November 3, 1950 in Book 426, page 519, deed records of said County.

The boundaries of said strip of land lie 62.5 feet on each side of and parallel with the survey line of the Bonneville Power Administration's Toledo-Wendson No. 1 transmission line, said survey line is described as follows:

Beginning at survey station 2859+46.1 in the north line of said Section 10 at a point which is N88°04'50"E, 1182.1 feet from the northwest corner of said Section 10; thence S38°16'10"W, 656.8 feet to station 2866+02.9; thence S26°58'00"W, 4064.6 feet to station 2906+67.5 at a point which is N53°33'00"W, 932.8 feet from the southeast corner of said Section 9; thence S16°07'00"W, 1674.8 feet to station 2923+42.3 Back = 89+21.5 ahead; thence S11°51'10"E, 401.0 feet to station 93+22.5 at a point which is S38°03'00"W, 1837.8 feet from the northeast corner of said Section 16.

The bearings of said survey line refer to the Oregon Coordinate System-South Zone;

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees, and also the present right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor

adjacent to the above-described rights of way, within strips of land outlined in green on Bonneville Power Administration Drawings No. 146244 DTM-D, 146250 DTM-D and 146252 DTM-D attached hereto and by this reference made a part hereof.

In addition to the danger trees shown in green on the attached maps, the United States of America shall have the right to top, limb or fell, and to remove, sell, burn, or otherwise dispose of the following listed trees:

One 20-inch in diameter Fir, located 67.5 feet outside of the right of way on the westerly side opposite survey station 2880+25.

One 16-inch in diameter Hemlock, located 27.5 feet outside of the right of way on the westerly side opposite survey station 2919+35.

One 18-inch in diameter Hemlock, located 27.5 feet outside of the right on the westerly side opposite survey station 2919+35.

The UNITED STATES OF AMERICA shall have the right in clearing the right of way prior to transmission line construction to leave standing in the right of way for conservation purposes certain merchantable or other trees which in its judgment will not interfere with the construction, operation and maintenance of the transmission line. The UNITED STATES OF AMERICA also reserves the right at any time to cut and remove, or otherwise dispose of such trees when in its judgment they may endanger the transmission facilities. The UNITED STATES OF AMERICA agrees, however, that the Grantor, its successors or assigns, may, at any time after the right of way has been cleared, cut and remove from the right of way any of such trees, provided, however, that any such cutting shall be done as a part of and in conjunction with the logging or cutting by the Grantor, its successors or assigns, of the timber on the lands on both sides of said right of way, and it is further provided that the Grantor, its successors or assigns, shall be responsible for disposing of slash resulting from its activities to the extent required to render the right of way non-hazardous within State and local fire prevention standards.

The rights acquired by the UNITED STATES OF AMERICA shall include all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

Reserving, however, to the Grantor for itself, its successors and assigns, the right to use said strips of land for all purposes not inconsistent with the Grantee's use of same, and particularly the right to cross the same with railroads, truck roads and all other ways and means customary in transporting forest products; also the right to freely pass over and across said strips of land by all necessary means and for any purpose incident to the ownership of adjoining lands; also the right to use the surface of the strips of land for such ordinary agricultural operations as will not interfere with the operation and maintenance of the transmission lines located or to be located thereon. In the exercise of such reserved rights, no buildings, other structures, or trees, shall be permitted on said land.

The UNITED STATES OF AMERICA shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation, use and maintenance of roads on, over, and across the land of the Grantor as follows:

Wendson Substation Site Entrance Road, Parcel No. 1

A right of way 60 feet wide in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

Tract TW-AR-44-2

A right of way 20 feet wide in the NE¼SE¼ of Section 13, Township 17 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

Tract TW-AR-44-3

A right of way 20 feet wide in the NE¼SE¼ of Section 13, Township 17 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

Tract TW-AR-45-1, P. 1

A right of way 20 feet wide in the E½SE¼ of Section 13, Township 17 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

Tract TW-AR-50-3, P. 2; TW-AR-50-4

A right of way 50 feet wide for TW-AR-50-3, P. 2 and 20 feet wide for TW-AR-50-4 in the SW¼NW¼ of Section 10 and in the E½SE¼ of Section 9, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

Tract TW-AR-51-1

A right of way 50 feet wide in the SE¼SE¼ of Section 9, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon;

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, use, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawings Serial No. 146244 DTM-D, 146250 DTM-D, 146251 DTM-D, and 146252 DTM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference made a part hereof.

The Grantor reserves the right of ingress and egress over and across said roads and the right to pass and repass along and on said roads insofar as the same extend across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the roads by the UNITED STATES OF AMERICA, its employees, contractors, or assigns.

It is understood and agreed that if said roads are damaged by the UNITED STATES OF AMERICA, its employees, contractors, or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantor may erect or maintain fences across such roads, provided adequate gates of not less than sixteen feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

The above listed access roads may be used for ingress and egress to and from the Bonneville Power Administration's Toledo-Wendson No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The UNITED STATES OF AMERICA agrees to cooperate in carrying out weed control programs whenever and wherever such programs are in effect upon the above-described land or lands adjacent to the above-described rights of way.

It is further understood and agreed that the UNITED STATES OF AMERICA shall include in any agreement for the clearing of the rights of way, logging, or transmission line or access road construction a requirement that the contractor shall comply with the following:

a. International Paper Company has made no representation as to the present or future condition of its property or the character of the traffic on any of its roads, and Contractor assumes all risks of damage to property

of or injury to Contractor in connection with the exercise of rights hereunder.

b. Contractor shall pay for all damage to Company's property resulting directly or indirectly from the negligent acts or omissions of Contractor hereunder; and shall reimburse the Company for all costs reasonably incurred for fighting fires resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions hereunder

c. Contractor shall indemnify and hold harmless International Paper Company against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions hereunder.

d. Contractor shall obtain and maintain during the terms hereof liability insurance covering all motor vehicles and all other operations hereunder with limits of not less than $100,000/$300,000 personal injury and $300,000 property damage.

The above-described easement tracts shall automatically revert to the Grantor, its successors and assigns within six months of receipt of a notice from the UNITED STATES OF AMERICA or its assigns that the easement over the said tracts of land is no longer being used for electric power operations. Upon request said notice given by the UNITED STATES OF AMERICA or its assigns will be in the form of a recordable instrument. The UNITED STATES or its assigns may at its election remove any salvageable material from said tracts within six months after notice of non-use for electric power operations has been given to the Grantor, its successors or assigns.

TO HAVE AND TO HOLD said parcels of land, easements and access road rights unto the UNITED STATES OF AMERICA and its assigns, forever.

Except as otherwise specified herein, the Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on November 21, 1969, and the title to all danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of any of the rights above described.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, INTERNATIONAL PAPER COMPANY has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 19th day of JUNE, 1970.

INTERNATIONAL PAPER COMPANY

By A. J. Sandoz
Manager of Woodlands
Long-Bell Division

ATTEST:

Assistant Secretary

10832

(Corporate Form)

STATE OF WASHINGTON)
) ss:
COUNTY OF COWLITZ)

On this 19th day of June, 19 70, before me personally appeared A. J. Sandoz and F. L. Patrick to me known to be the Mrg. Woodlands, Long-Bell Division and Assistant Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

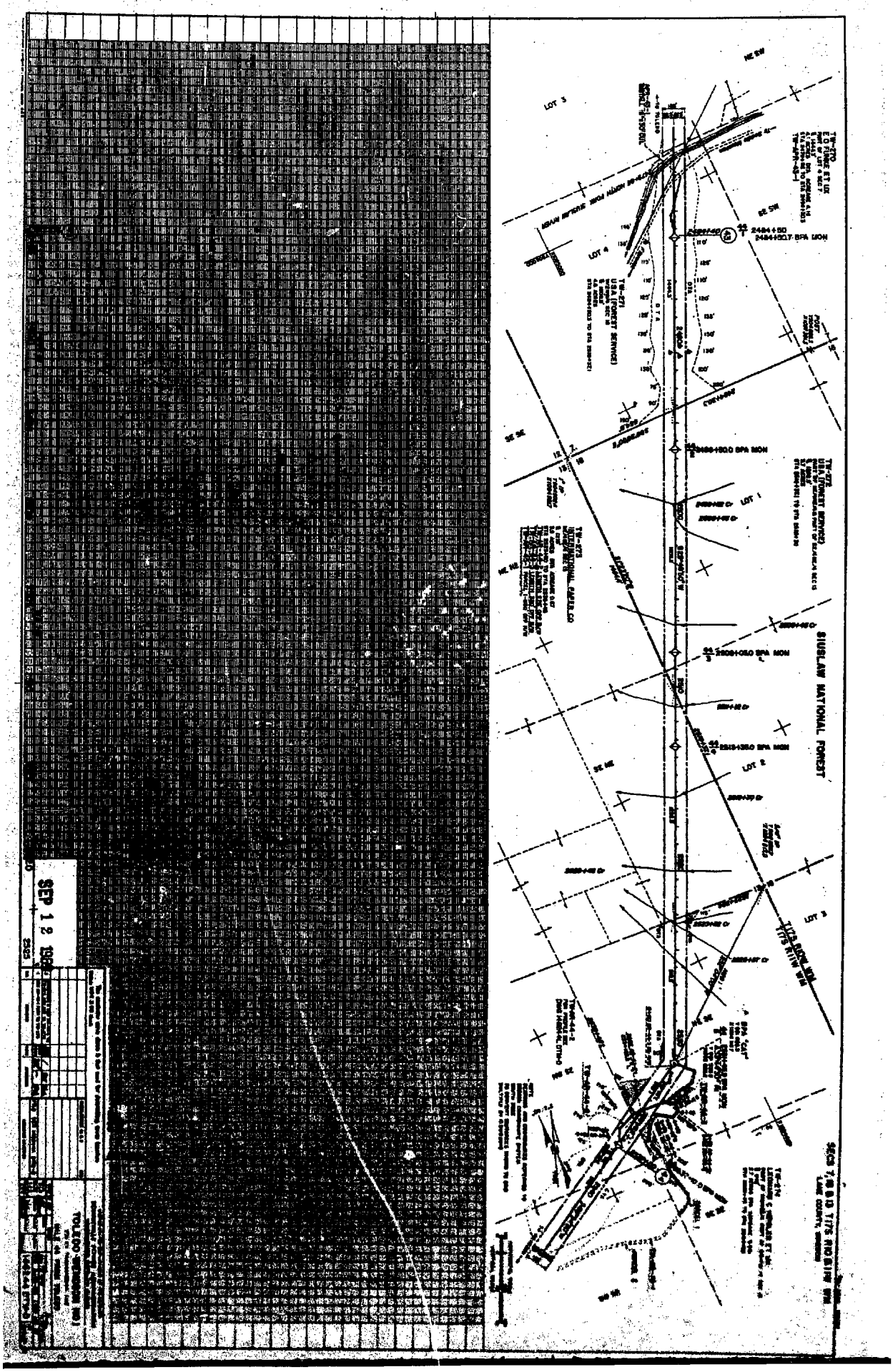
J. O. [illegible]
Notary Public in and for the State of Washington, Residing at Longview.

My commission expires: Nov. 19, 1972

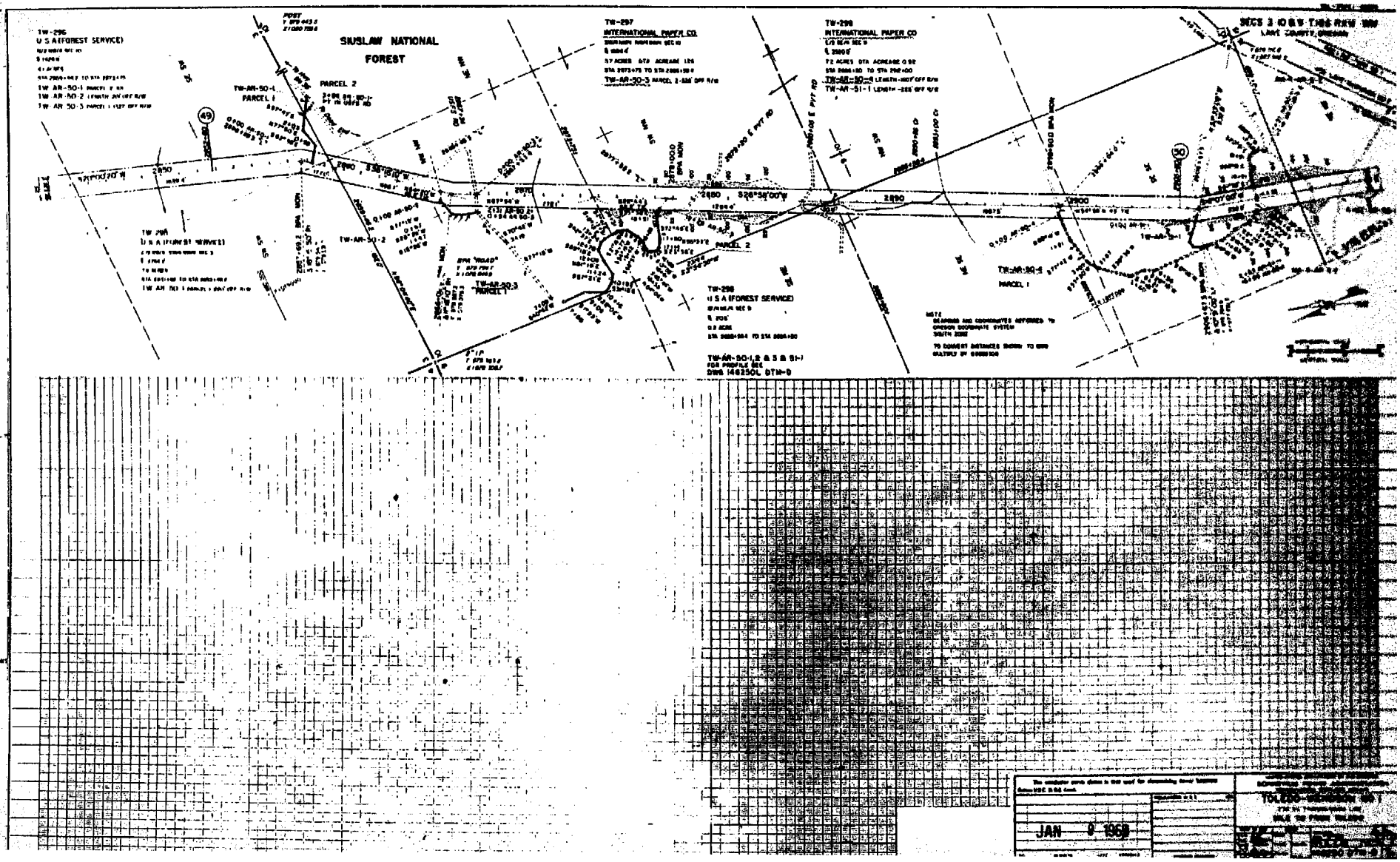
The within instrument was recorded on the day of , 19 , at M., in File No. , records of County, (State).

By _____ Deputy.

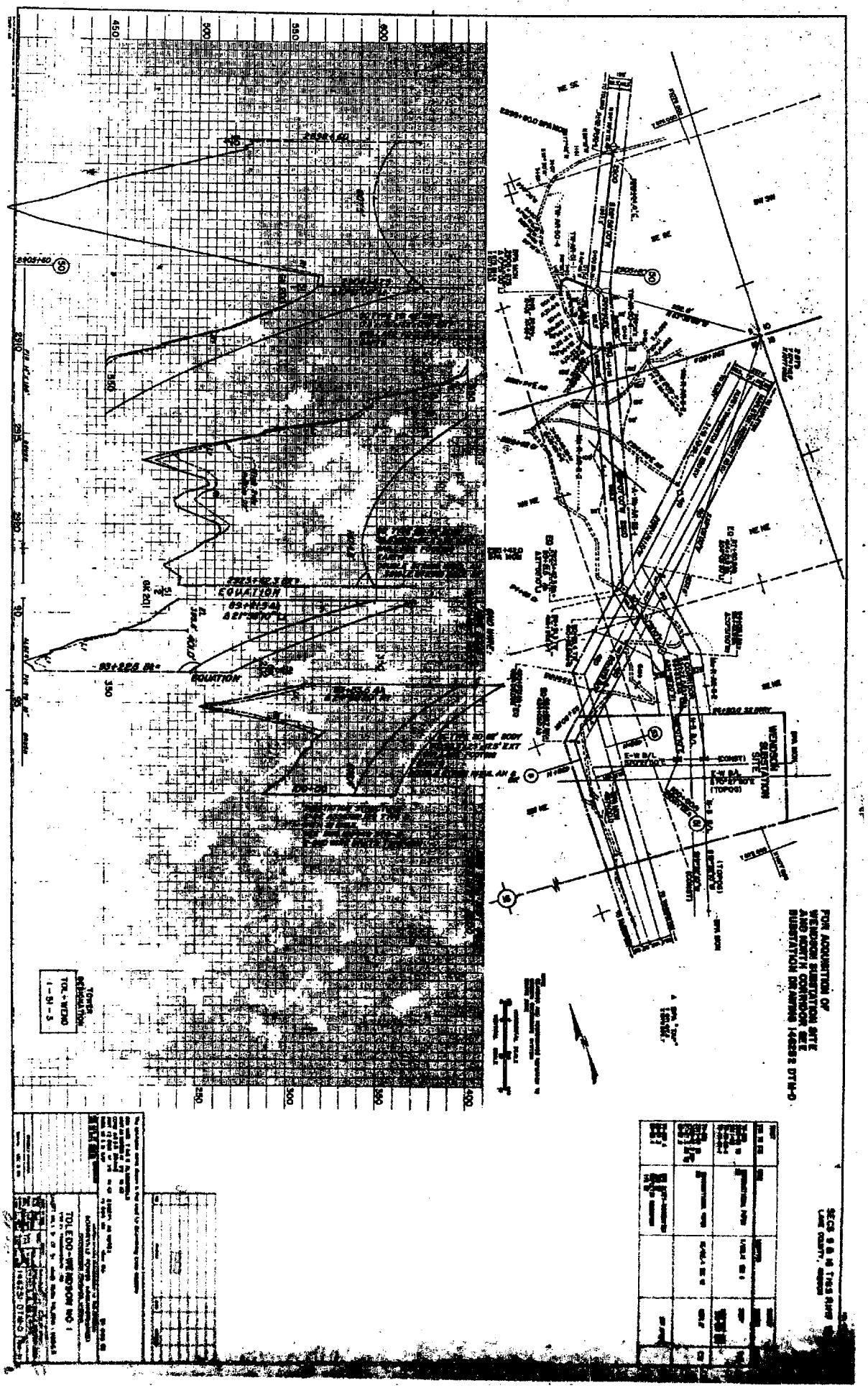
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON [illegible]

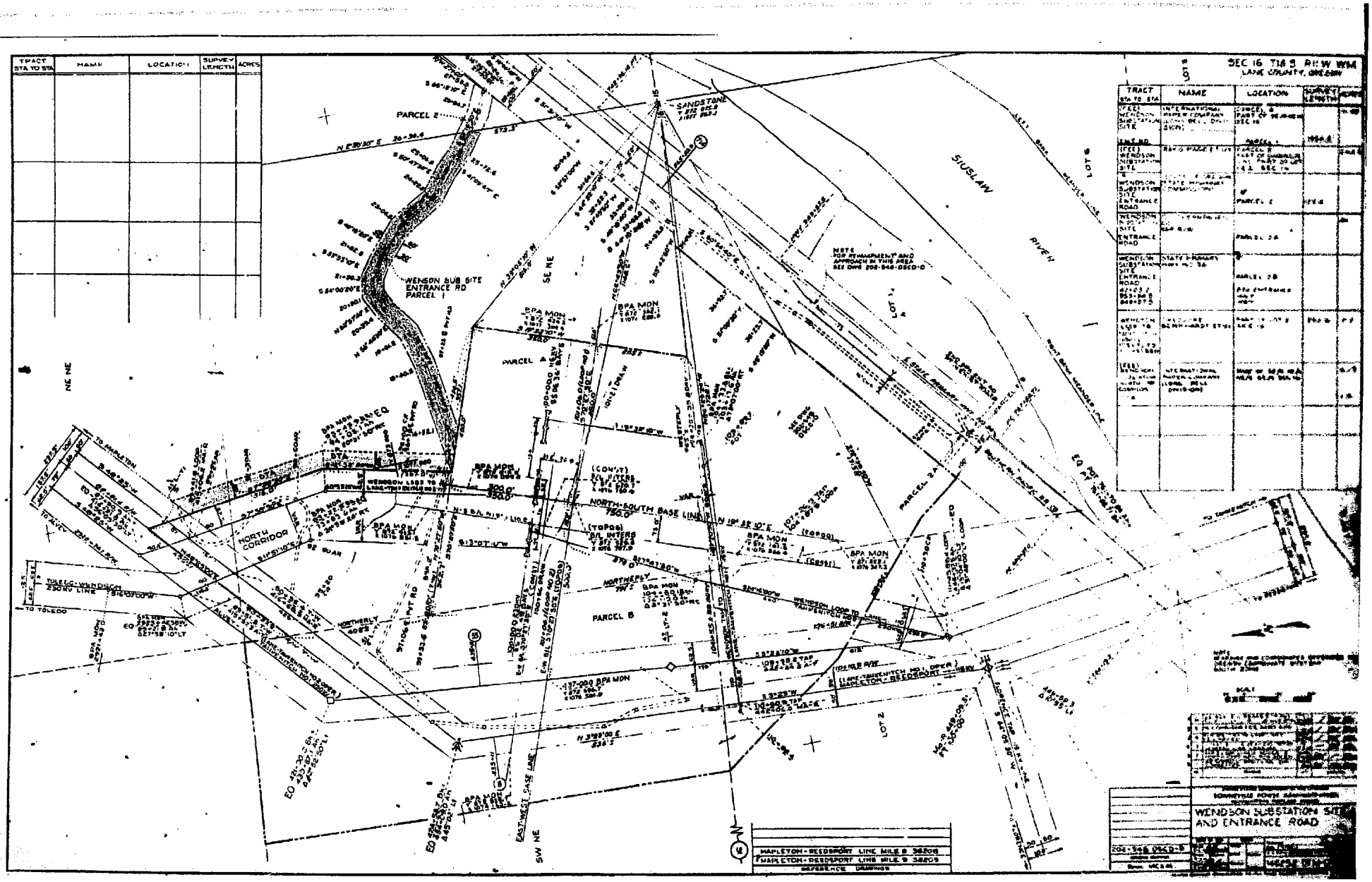

SIUSLAW NATIONAL FOREST
SEP 12 1988

10832



SIUSLAW NATIONAL FOREST
TW-296
U S A (FOREST SERVICE)
TW-297
INTERNATIONAL PAPER CO.
TW-298
INTERNATIONAL PAPER CO
TW-298
U S A (FOREST SERVICE)
TW-AR-50-1
PARCEL 1
PARCEL 2
TW-AR-50-2
TW-AR-50-3
PARCEL 1
TW-AR-50-4
PARCEL 1
TW-AR-50-1,2 & 3 & 51-1
FOR PROFILE SEE
DWG 146250L DTM-D
JAN 9 1969




SEC 16 T18 S R1W WM
LANE COUNTY, OREGON
TRACT STA TO STA
NAME
LOCATION
SURVEY LENGTH
ACRES
PARCEL 1
PARCEL 2
PARCEL A
PARCEL B
WENSON SUB SITE ENTRANCE RD PARCEL 1
SANDSTONE
SIUSLAW RIVER
NORTH-SOUTH BASE LINE
NORTH CORRIDOR
EASTWEST BASE LINE
MAPLETON - REEDSPORT LINE MILE 9 38208
MAPLETON - REEDSPORT LINE MILE 9 38209
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

108'12

10852

WARRANTY DEED,
TRANSMISSION LINE AND ACCESS ROAD
EASEMENT

4 7810 International Paper Co

INTERNATIONAL PAPER COMPANY

to 41

UNITED STATES OF AMERICA

State of Oregon,
County of Lane —ss.

I, D. M. Penfold, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1970 JUN 03 PM 4 03

Reel 483 - 12

Lane County OFFICIAL Records.

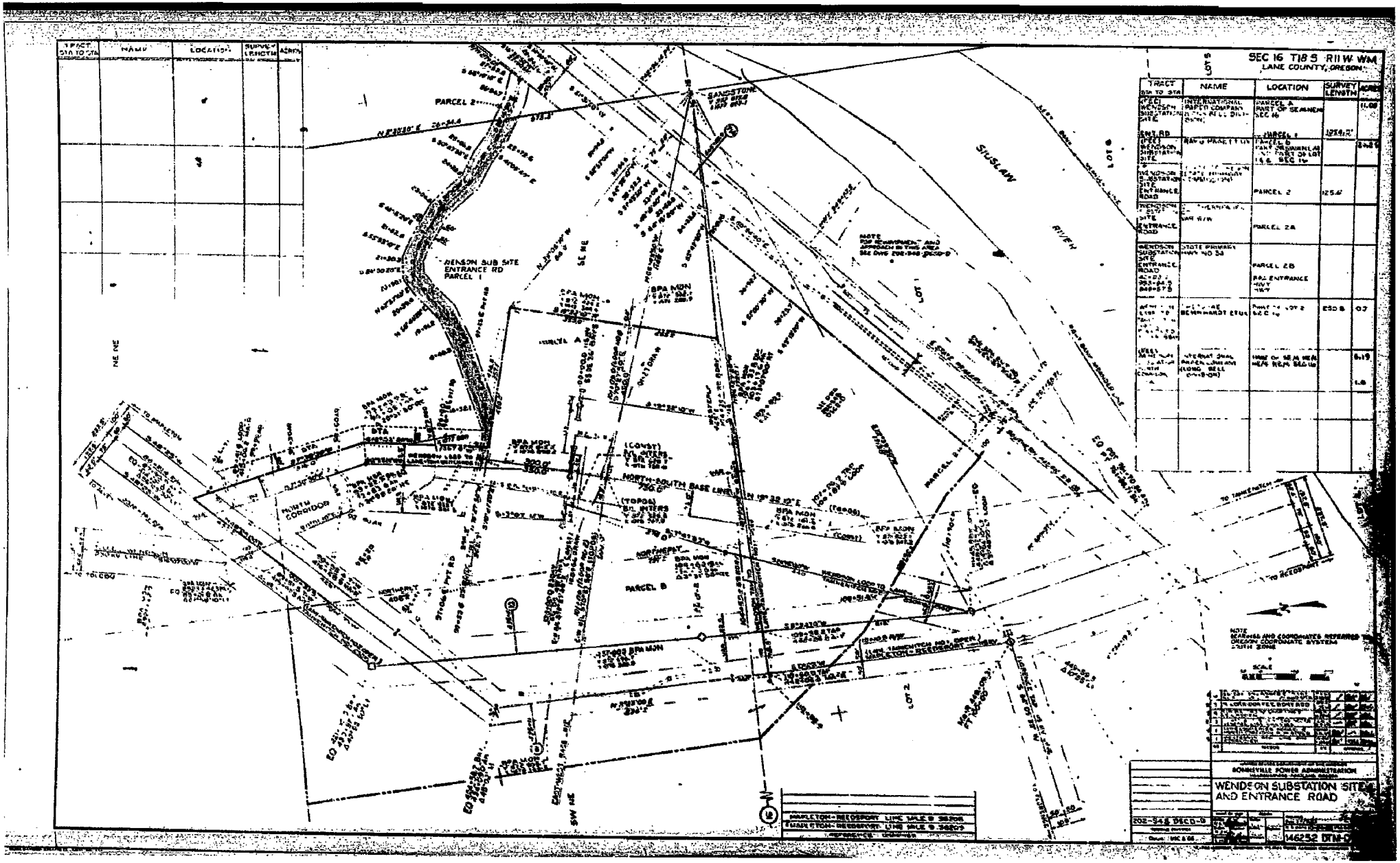
D. M. PENFOLD, Director of the Department of Records & Elections.

By [signature] Deputy

C29-083-05

Return to
BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND
P. O. BOX 3621
PORTLAND, OREGON 97208

15.00


SEC 16 T18 S R11 W WM
LANE COUNTY, OREGON
TRACT STA TO STA
NAME
LOCATION
SURVEY LENGTH
ACRES
PARCEL 2
WENSON SUB SITE ENTRANCE RD PARCEL 1
SANDSTONE
SIUSLAW RIVER
PARCEL A
PARCEL B
NORTH CORRIDOR
NORTH-SOUTH BASE LINE
(CONST) BIL INTERS
(TOPOS) BIL INTERS
BPA MON
NORTHERLY
TO TAHKENITCH
TO REEDSPORT
TO MAPLETON
TO TOLEDO
NOTE
SEARCHES AND COORDINATES REFERRED TO OREGON COORDINATE SYSTEM SOUTH ZONE
SCALE
MAPLETON-REEDSPORT LINE MILE 9.36208
MAPLETON-REEDSPORT LINE MILE 9.36209
REFERENCE DRAWING
BONNEVILLE POWER ADMINISTRATION
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
202-548 DSCD-9
146252 DTM-0

DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

OPTION FOR ACCESS ROAD EASEMENT

Wendson Substation Site Entrance Road, Parcel 1

Tract No. Wendson Substation Site, Parcel A (Fee)

The undersigned, (whether one person or more than one person) for and in consideration of the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the ... of Dollars ($), a permanent easement and right of way for the construction, use and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills and turn-outs, and for curves at angle points) over and across the lands of the undersigned in **part of the SE¼NE¼, Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, as described in Real 220, Instrument 13312, Deed Records of said county.**

Also, the unencumbered fee title to Wendson Substation Site, Parcel A, said tract of land described on Schedule "A" attached hereto and by this reference made a part hereof.

The location of the centerline of the said road right of way is as now located and staked on the ground or approximately located as delineated on the map prepared by the United States Department of the Interior, Bonneville Power Administration, Serial No. **36252**

Road No. **Wendson Substation Site Entrance Road, Parcel 1,**

to which reference is hereto made.

The easement and right of way will be granted for the following purposes, namely: the right to enter and to clear of timber and brush, (title to which shall vest in the Government at the date of acceptance of this option); the right to grade, level, cut, fill, drain, build, surface, maintain, repair, and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary; and the right to use said road on, over and across the land embraced within said right of way.

The undersigned will retain the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the Government, its employees, contractors, or assigns.

It is understood and agreed that if said road is damaged by the Government, its employees, contractors, or assigns, the Government, subject to the availability of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than 14 feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

Option for Access Road (Continued)

Upon notification by the Administrator to the undersigned at the above address of his acceptance of this Option the Government, its employees, contractors, or assigns, may enter into immediate possession and occupancy of said right of way for the purposes of the easement to be conveyed by the undersigned. Care shall be exercised, however, in regard to the protection of adjoining land and crops and in regard to the maintenance of all existing structures, including fences for stock.

If the Administrator shall accept this option, he shall have a reasonable time to examine and approve title to the land affected and to prepare a conveyance of the easement for road right of way, as herein provided for. The undersigned agrees that at such time as the Administrator may name thereafter, the undersigned shall execute and deliver to the Administrator a properly executed instrument of conveyance containing covenants of warranties whereby the above described easement is conveyed to the Government free from encumbrances, including current or past due taxes; provided, that the Government shall pay inspection and recording costs incidental to the release or subordination of mortgages or similar security in respect to the easement rights to be acquired, and shall pay the recording costs of said instrument of conveyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title required in this transaction will be furnished by the Government at its expense.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above described easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easement and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement.

It is further understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of said easement rights.

No verbal agreements, express or implied, not specifically made a part of this agreement shall be binding upon either party hereto.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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 therefrom unless it be made with a corporation for its general benefit.

This agreement shall be binding upon, and the rights herein reserved shall inure to the benefit of, the heirs, administrators, executors, successors or assigns of the undersigned.

Dated this day of 196

[redacted]
ATTEST:

INTERNATIONAL PAPER COMPANY
LONG BELL DIVISION

By:

PAYMENT APPROVED: $

Schedule "A"

Wendson Substation Site International Paper Company 18S-11W-16
Parcel A

A parcel of land in the SE1/4NE1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 11.08 acres, more or less, and described as follows:

Beginning at a point which is N39°05'10"W, 816.0 feet from the east quarter section corner of said Section 16; thence N70°27'50"W, 812.7 feet, more or less, to the west line of said SE1/4NE1/4 of Section 16; thence along said west line Southerly 791 feet, more or less, to the southwest corner said SE1/4NE1/4 of Section 16; thence along the south line of said SE1/4NE1/4 of Section 16, Easterly 600 feet, more or less, to a point in a line that bears S19°32'10"W, from the point of beginning; thence N19°32'10"E, 605 feet, more or less, to the point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

BPA 762
Rev. 6-16-60

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

NOV 2 8

ACCESS ROAD ACQUISITION REQUEST

Wendson Substation
Site Entrance
TRACT NO. Road

PARCEL NO. 1

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: TRANSMISSION DESIGN SECTION

DATE

The acquisition of the easement described below is hereby requested.

NAME OF ACCESS ROAD Wendson Substation Site Entrance Road

NAME OF OWNER International Paper Company (Long Bell Division)

STATE Oregon COUNTY Lane SEC 16 TWP 18S RGE 11W W M

DESCRIPTION An eixsting road in the $SE\frac{1}{4}NE\frac{1}{4}$ of Section 16 as shown on Drawing No. 146252, dated October 24, 1968.

LENGTH OF ACCESS ROAD 1054.5 feet

RIGHT OF WAY WIDTH A 60 foot access road right of way.

PURPOSE For access to BPA's Wendson Substation Site.

REMARKS See T-T-W-(La)-163.1

Prepared by: TEIngersoll:ab

Checked by: TEI-11-26-68

F. W. Farr
F. W. Farr, Head, Transmission Design Section

BPA 41 Rev. May 1966
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. T-T-W-(La)- 163.1

TRACT OWNERSHIP DATA

FILE NO.
[illegible]

COUNTY Lane SECTION 16 TOWNSHIP 18S RANGE 11W WM

OWNER International Paper Co. Long Bell Div.
ADDRESS Longview, Wash.
C/P
ADDRESS
ASSESSED TO Owner
ADDRESS
TAXES PAID BY Owner
ADDRESS

ASSESSOR'S TAX LOT 100 & 700
ASSESSED ACREAGE 80
ASSESSED VALUE 10¢ per acre Reforest. Land
ASSESSOR'S DESCRIPTION:
$N\frac{1}{2}NE\frac{1}{4}$, and part of $SE\frac{1}{4}NE\frac{1}{4}$

Warranty DEED

GRANTOR Winifred K. Starbuck and E.O. Immel Properties, Inc.

TO

GRANTEE International Paper Co.

DATED May 24, 1963
RECORDED June 6, 1963
VOLUME R220/13312
RECORDER'S FILE NO.
CONSIDERATION $10.
STAMPS None

Description of land conveyed, including reservations and exceptions:

The North half of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian; the Southeast quarter of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, except the tract deeded to Willamette Pacific Railroad at Volume 95, Page 565, Lane County Oregon Deed Records, and except tract deeded to Southern Pacific Railroad at Volume 95, Page 522, Lane County, Oregon Deed Records.

INITIALS VL:lc
DATE 8-1-67

(Prepare original and 5 copies. If additional space is needed use reverse side.)

INTERIOR - BONNEVILLE POWER ADMINISTRATION PORTLAND OREGON

WEND-AR-P.1 (P.2A, P.2B)

SUP

4-12-85

To: Chief, Records and Status Unit

No Rights issued. Please file attached material under:

Tract No. Wendson Substation Site Entrance Road, P.1

Cross-Reference WEND P.2a & P.2B

Kevin Sims

CHECK LIST - LAND MANAGEMENT

APPLICANT:
Lane County

APPLICATION FOR:
Jurisdiction of Wendson A/R — to make road a County road for public use

LINES:

HANGING MAP NO(S):
28-0 thru 3

MAP SERIAL NO.	ORDERED	RECEIVED
146252	5-21-84	5-23-84

TRACT NOS.:
Wendson Substation Entrance Road, P. 1

TRACT FILE	ORDERED	RECEIVED
Wendson 28 Ent. Rd.	5-21-84	5-21-84

BPA HAS [ ] EASEMENT [ ] FEE
[√] OTHER (SPECIFY)

PERMITS GRANTED:
None

RIGHTS GIVEN OR RETAINED:

RIGHT	RECORDING DATA
Rights granted by Southern Pacific Transportation Co. for use & maintenance of existing a/r encroaching on RR R/W & xing rr tracks	5-18-71.

PRELIMINARY CARD AND TEMPORARY FILE UPDATED

5-23-84
DATE

INITIALS

INSTRUMENT ISSUED BY LMU

TYPE: No rights issued

DATE: _____ NO. (IF ANY) _____

CROSS REFERENCE CARDS

REQUESTED (DATE)	DONE (DATE)
5-21-84	4-12-85

8-425-654

October 10, 1984

Ladd Sutton, District Manager
Bonneville Power Administration
211 East 7th Avenue, Room 206
Eugene, OR 97401

RE: Wendson Substation Site - Entrance Road

Dear Mr. Sutton:

In early July, we met in your Portland office to review Lane County's request to include the Wendson Substation Road in the County Road System on a temporary or permanent basis. If you recall, the request was necessitated by an increasing road maintenance problem on the existing Bernhardt Heights Road. Our proposal was to improve the substation road, construct approximately 1000 feet of new road on the "flat" and eliminate the existing County road (Bernhardt Heights). We were exploring this possibility in the hope of saving many thousands of dollars and still maintain access to the handful of residences on the hill.

While our staff was preparing the information which your staff requested at the July meeting, our Florence road crew did some work on Bernhardt Heights Road. Although the road is still very much in a precarious state, access can be maintained cautiously. Intermittent repairs appear to be the most economical approach at this time.

Lane County will not pursue the request to use the substation road at this time; however, we may in the future if the County road continues to pose an increasingly dangerous situation. Thank you for your help in working toward a satisfactory solution which our agencies could adapt.

Sincerely,

Anthony A. Lum
Real Property Officer

RECEIVED
OCT 15 1984
TITLE & LAND
MANAGEMENT SECTION

AAL:v

cc: George Price, Acting County Engineer
George Starr, Liaison Officer, BPA

cc: Per Arnold Hultberg 10/15/84
R. Ferrera/V. Dunkle - EVLS C. Spiker - OPD R. Gilbert - OPE
M. McNally - OPO

7-3-84

Met with Ladd Sutton, Mack McNally, and Elmer Wirtz (BPA) and Anthony Lum (Lane County) re the County's request to make Wendson Substation Entrance Road a public road. Tony more or less outlined what the County proposed -- to upgrade our road and construct a road to residents' property westerly of the SS site. The advantage to BPA would be the upgrading and maintenance of the road. The disadvantage would be security of the SS site if the road becomes a public road.

Ladd asked Tony to outline what he proposed in a letter and come up with some costs. Tony will send the letter to Ladd who will route. Then we can review again and see if we can work out something before the County goes to SPRR with its plans. If BPA's concerns can be answered, then the County may be able to work out something with SPRR.

It was suggested that perhaps we could have a caretaker in a mobile home at the site, or install a secondary fence.

When the letter is received from the County, can give the County's request further review.

kl

Kaye —

6/29/84

Anthony Lum stopped in —

His wife is having surgery in Portland and he will be here for a few days. He would like to meet with our engineers to find out just what we would require to enable them to use the Wendson Substation entrance road. He said to fix up the existing County road would cost about a million dollars and would require blasting and taking out a lot of trees. He apparently thinks it would be cheaper to use / fix up our road. I told him he needs to get an OK from the RR before we can say anything; however, he says the RR says he needs to get an OK from us before they'll look at the proposal. I also told him that where it would cross our fee-owned property (if it does) we would charge. I tried to discourage him but he seems determined to talk to someone about it so told him we would try to set up a meeting with our engineers early this week to talk to him. He is staying with friends and can be reached there at 643-3232, or at Emanuel Hospital, Room 3505.

I noticed in the file that this is a pretty sensitive issue. I think we need to determine just what we would require before we would allow them to use the road (perhaps this would be more expensive that they thought) or, if we don't want them using it under any circumstances, there must be reasons which are justifiable.

Vicki

EVLS
Wendson Substation Site Entrance
Road

JUN 15 1984

Mr. Anthony A. Lum
Real Property Officer
Department of Public Works
3040 Delta Highway North
Eugene, Oregon 97401

Dear Mr. Lum:

Thank you for your letter of April 17, 1984, proposing Lane County take over jurisdiction of the Bonneville Power Administration's (BPA) Wendson Substation Site Entrance Road for public use. The location of the access road in question is in the SW¼NW¼ of Section 15 and the SE¼NE¼ and Lot 1 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

BPA acquired its rights to use this access road from the Southern Pacific Transportation Company by instrument dated May 18, 1971, BPA Contract No. 14-03-19749. These rights permit BPA "to use and maintain an existing access road encroachment on the Railroad right-of-way and to use and maintain an existing access road crossing over Railroad tracks . . . ."

A thorough review has been made of your proposal and for the following reasons, we regret that we cannot approve your request.

Included in the instrument referred to above is the condition that BPA ". . . shall not permit said crossing to be used by the public . . . it being expressly understood and agreed that said crossing is a private one and is not intended for public use." Further, BPA "shall not assign or transfer this agreement in whole or in part . . . ."

In addition, the existing road is narrow and steep with a blind sharp turn. To open this access road to the public would create a safety hazard to our people and the public. Substantial reconstruction and improvements would have to be made to the existing road to accommodate both BPA and public use. Such reconstruction, and future responsibility, would prove very expensive to the County.

It is of the utmost importance that the integrity and security of BPA's substations be maintained at all times. That is why BPA discourages any use of its substation areas for other than power related facilities.

If you have any questions or concerns about the above, please feel free to contact Mr. Ladd Sutton, District Manager of our Eugene District Office. His telephone number is 687-6952; or you may call Kaye Lewis of this office at 230-3249.

Sincerely,

/s/ Vivian E. Dunkle

Vivian E. Dunkle, Acting Chief
Land Management Unit

KLewis:jd

cc:
C. W. Spiker - OPD
L. Sutton - OPG
C. L. Thorne - OPS
Circulating File - EV
Official File - EVLR

Wendson Substation Site Entrance
Road

6/15/84
2 of 2

6-13-84

Talked with Spiker and Hultberg (separately) re Lane County's request. Apparently, this is a sensitive matter and the County Commissioners are "pretty hot" about it.

Spiker's 5-15-84 memo wanted us to indicate not a firm denial but to present to the County the expense involved in reconstructing (repairing, widening) the road for 2-way traffic on it.

There are logging operations behind the SSS and if the road is reconstructed, there is the possibility of logging trucks using the road.

The road as it exists now is adquate for BPA's needs.

This matter could become a political issue in that BPA uses the road so seldom and because of the commissioners involved (Jim Weaver, for one). Arnold has advised the County that our reponse may not be favorable, and the County has indicated they'll wait for our letter.

Arnold and I agreed that Ladd Sutton should be the appropriate point of contact, (since he is acquainted with the commissioners), if the County wishes to pursue this matter further.

kl

Bonneville Power Administration
U.S. Department of Energy

BPA

DATE : June 4, 1984

In reply refer to : OPE

UNITED STATES GOVERNMENT

Memorandum

TO : Vivian E. Dunkle, Acting Chief
Land Management Unit - EVLS

FROM : Robert J. Gilbert, Assistant Area Manager
for Engineering - OPE

SUBJECT: Release of Rights on a Portion of Wendson Substation Site Entrance Road

Regarding your memo dated May 22 on the above, it is recommended that we not release rights on a portion of Wendson entrance road.

/s/ Robert J. Gilbert

RECEIVED
[illegible]

Bonneville Power Administration
U.S. Department of Energy

KL

BPA

DATE : June 6, 1984

In reply refer to : ETRR

UNITED STATES GOVERNMENT

Memorandum

TO : Vivian E. Dunkle, Acting Chief
Land Management Unit - EVLS

FROM : Flurry D. Stone, Chief
Survey and Description Unit - ETRR

SUBJECT: Release of Rights on Wendson Substation Entrance Road (your Ref: memo dated 5/22/84/VDunkle)

The Division of Transmission Engineering has reviewed your request and we do not recommend the releasing of our rights on subject road, for the same reason this request was denied April 24, 1979.

RLMcCullough:sew

cc:
Circ. File - ET
Official File - ETR

RECEIVED
JUN 13 1984
TITLE & LAND
MANAGEMENT SECTION

Bonneville Power Administration
U.S. Department of Energy

BPA

KL

DATE : MAY 29 1984

In reply refer to : ENOC

UNITED STATES GOVERNMENT

Memorandum

TO : Vivian E. Dunkle, Acting Chief
Land Management Unit - EVLS

FROM : Elmer H. Wirtz, Chief Elmer H. Wirtz
Architectural, Civil, and Mechanical Branch - ENO

SUBJECT: Release of Rights on a Portion of Wendson Substation Site Entrance Road

The Division of Substation and Control Engineering has reviewed Lane County's request to release our rights on the subject road so it can be made a county road for public use.

The correspondence and agreements that were attached to your memo, dated May 15, 1984, contains valid reasons why the original and present request should be denied.

The Division of Substation and Control Engineering recommends denial of this request.

REdeVore:ddk

cc:
M. L. Holm/M. J. Brown - EN
J. Galbraith/B. Orso-Manzonetta - ENT
T. J. Murray - EVH
R. Gilbert - OPE
Official File - ENJ
Substa. File - ENO

RECEIVED
MAY 30 1984
TITLE & LAND
MANAGEMENT SECTION

#178

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date 5/24/84

TO

Name ~~Renee~~ Vivian Dimlk M. Ferrera, Chief

Routing symbol Land Management Unit - EVLS

Fold here for return

FROM

Name Mike Raschio

Routing symbol EOFA

APPLICATION FOR: Release of Rights on Sub site entrance road

LINE: Wendson Sub

APPLICANT: Lane County

The Branch of System Planning

~~has the following~~/has no comments

on the above application.

RECEIVED
MAY 24 1984
TITLE & LAND
MANAGEMENT UNIT

MAY 2 2 1984

EVLS

√Chief, Architectural, Civil and Mechanical Branch - ENG
√Chief, Systems Planning Branch - EOF
√Director, Division of Transmission Engineering - ET (w/BPA 411)

Vivian E. Dunkle, Acting Chief
Land Management Unit - EVLS /s/ Vivian E. Dunkle

Release of Rights on a Portion of Wendson Substation Site Entrance Road

Lane County has requested that we release our rights on the subject road so that it can be made a county road for public use. This same request was made by the county in 1979, and was denied. The county's letter of April 17, 1984, county drawings (2), Lower Columbia Area Office memorandum of May 15, 1984, and prior correspondence are attached.

Our access rights to cross the railroad tracks and to use the portion of this road which encroaches on the railroad right-of-way was acquired by agreement from Southern Pacific Transportation Company on May 18, 1971 (copy attached).

Please review this request and give us your comments concerning the release of our rights on this portion of the entrance road. We will appreciate receiving your response as soon as possible.

If further information is needed, please contact Kaye Lewis on extension 3249.

KLewis:gj

cc:
M. L. Holm - EN
T. J. Murray - EVR
√B. Gilbert - OPE
Circulating File - EV
Official File - EVLR

BPA

DATE : May 15, 1984

In reply refer to : OPD

UNITED STATES GOVERNMENT

Memorandum

TO : Vivian E. Dunkle, Acting Chief
Land Management Unit - EVLS

FROM : Charles W. Spiker C W Spiker
Lower Columbia Area O&M Manager - OPD

SUBJECT: Lane County's Request to Accept Jurisdiction of Wendson Access Road

The subject request was received by the LCA Eugene District office. This is a second request of this nature. The first request was denied April 24, 1979. See attached letter from Margaret Kageler to Mr. George Price, County Engineer.

The attached package of correspondence contains a number of reasons why the original request was denied. Those concerns are still valid. In addition to the reasons previously given I have additional concerns. The existing road is narrow and steep with a blind sharp turn. To open our access road to the public we would create a safety hazard to our people and the public. Substantial reconstruction and improvements would have to be made to the existing BPA road to accommodate both BPA and public use. Such reconstruction would be very expensive.

Lane County proposes to accept the maintenance responsibility. I have noted that the level of maintenance now provided to the existing county road is not adequate for our needs.

I recommend denial of this proposal in its present form.

Attachments

CSpiker:gr (WP-OPD-0427A)

cc:

A. Hultberg - OPG
Official File - OPD

lane county

April 17, 1984

Ladd Sutton, District Manager
Bonneville Power Administration
211 East 7th Ave., Room 206
Eugene, OR 97401

RE: Bernhardt Heights Road

Dear Mr. Sutton:

A couple of weeks ago we had a brief telephone conversation about Lane County's proposal to use the private road to B.P.A.'s Wendson Substation off Highway 126 as a county road. I understand that this proposal has come up in the past and has not been favorable with your staff; however, I do feel that we must take another look at the circumstances precipitating our request for your agency's earnest consideration.

Over the past several years, Bernhardt Road has gotten increasingly narrower and with every torrential rainstorm, as we've been experiencing the last three years, the road is inching away. There are at least two sections along this one-third mile county-maintained road that is nearly impassible for our motorgrader to negotiate.

Although it's not impossible to salvage the existing alignment, it would be extremely costly and probably very difficult to answer and satisfy all the concerns from the environmental standpoint. If it could be done, the proposed work would be to widen the existing graveled road on the uphill side. By observation and experience, we know all the cuts would be in solid rock. Bernhardt Heights Road runs along the Southern Pacific main line to Coos Bay which prevents any side-casting of material. All the excavated material would have to be trucked out. A preliminary analysis of the proposed work area indicates that additional right-of-way of approximately 150 feet for at least a quarter of a mile may have to be secured and that a number of trees and screening would be removed. It is our opinion that all these factors, and there may be others that I have not mentioned, would make reconstructing the road prohibitively expensive.

Secondly, if the work mentioned above is done, the road would have to be closed to traffic during the entire reconstruction period. Obviously, the residents living on the hill would have to be provided some temporary

DEPARTMENT OF PUBLIC WORKS / 3040 DELTA HIGHWAY EUGENE, OREGON 97401

access, which leads me to again make a request for your agency's cooperation in solving an increasingly public safety problem and minimize a large projected construction expense.

What we see as a long-term solution is to take over jurisdiction of the private Wendson Substation Road and construct a short section of road to the point where the present Bernhardt Heights Road ends. This is where a temporary road would have to be constructed if we close the county road during construction.

It is my understanding that a number of concerns were raised by your agency when a request was forwarded to your office to convert the substation road to public use. In part, we have to agree that your facility will encounter a higher exposure to vandalism, but no greater than a number of similar facilities located adjacent to public highways throughout the State. At present, there are five dwellings using Bernhardt Heights Road and it is not anticipated that there will be any more.

Secondly, we possibly can arrange to reimburse B.P.A. for the improvements to the road and in a way buy-off your exclusive usage from S.P.R.R. We feel that B.P.A. holds the key to Southern Pacific's receptiveness to the proposal presented herein. In short, we need your agency's acceptance before we approach S.P.R.R.

In any event, we do have a bad situation that is not going to cure itself. It is becoming very critical that something be done to Bernhardt Road. I have prepared an exhibit graphically outlining our proposal. May I respectfully request your agency's review of our request. Thank you for your time and anticipated top priority in this matter.

Sincerely,

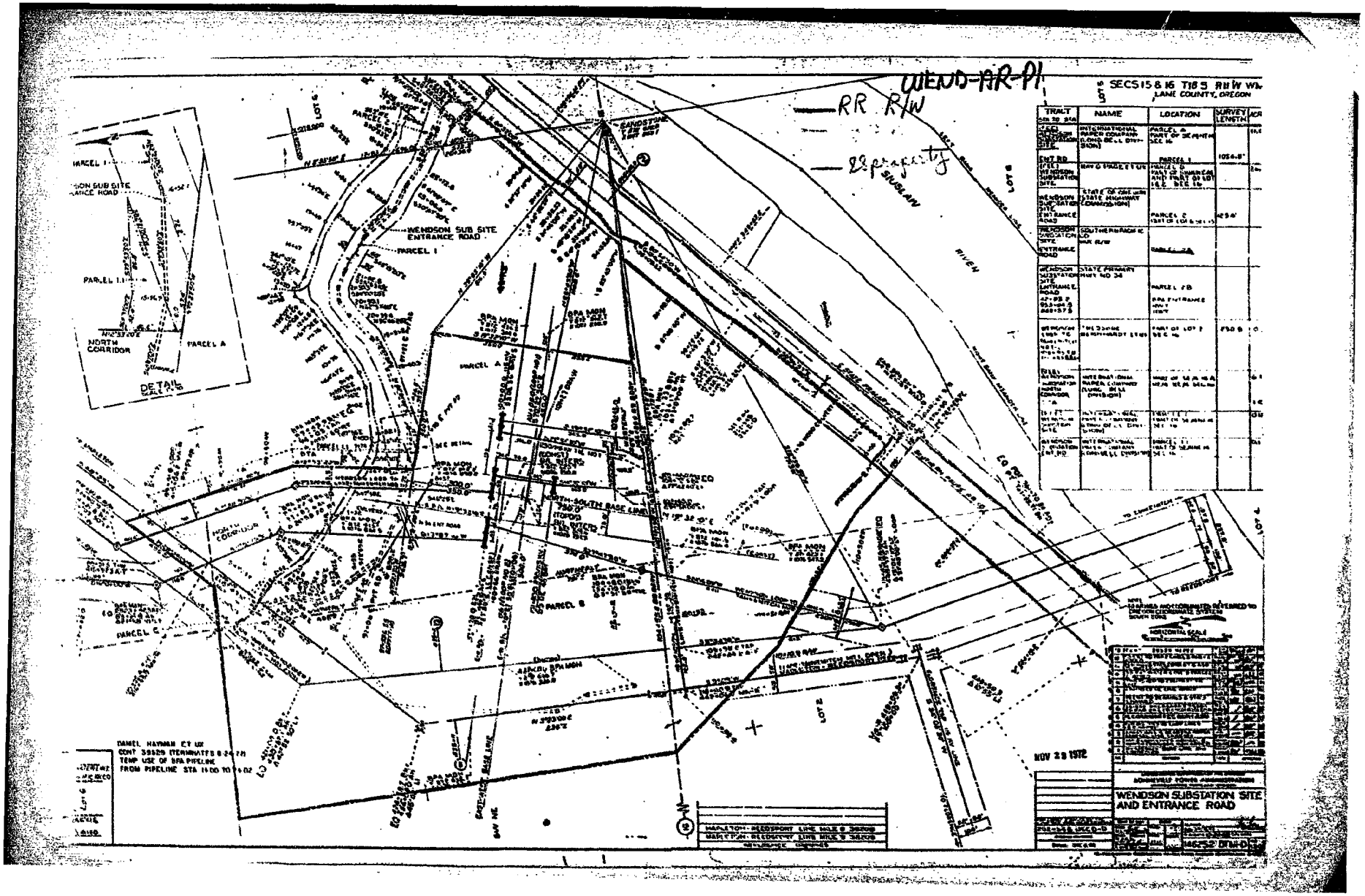
Anthony A. Lum
Real Property Officer

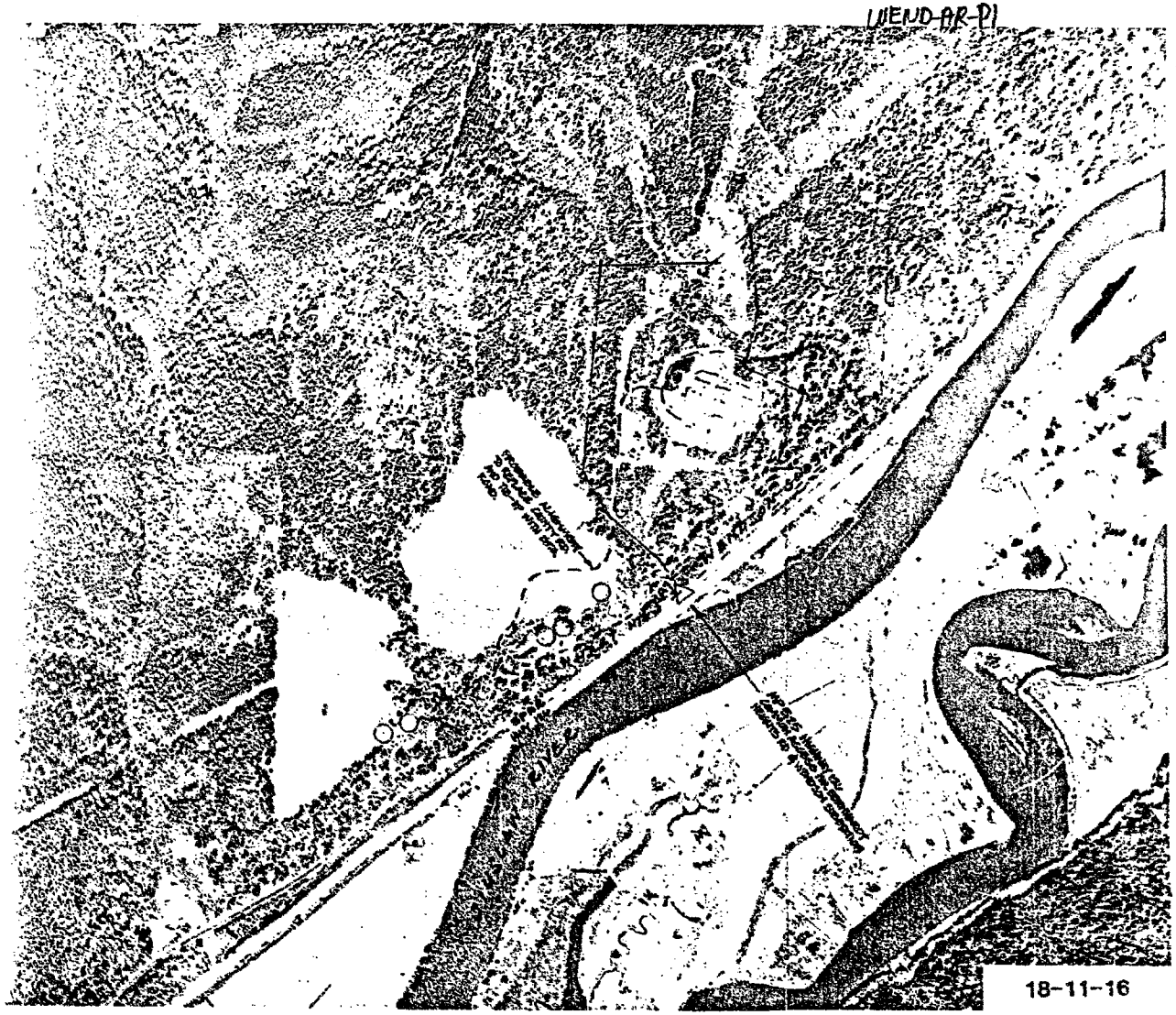
AAL:v

Enclosure

cc: Christine Andersen, County Engineer
Chuck Angermayer, Maintenance Supervisor

4/17/84
2 of 2


WEND-AR-P1
RR R/W
WENDSON SUB SITE ENTRANCE ROAD
PARCEL A
PARCEL B
PARCEL C
NORTH CORRIDOR
DETAIL
SIUSLAW RIVER
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
NOV 28 1972


18-11-16
422 82

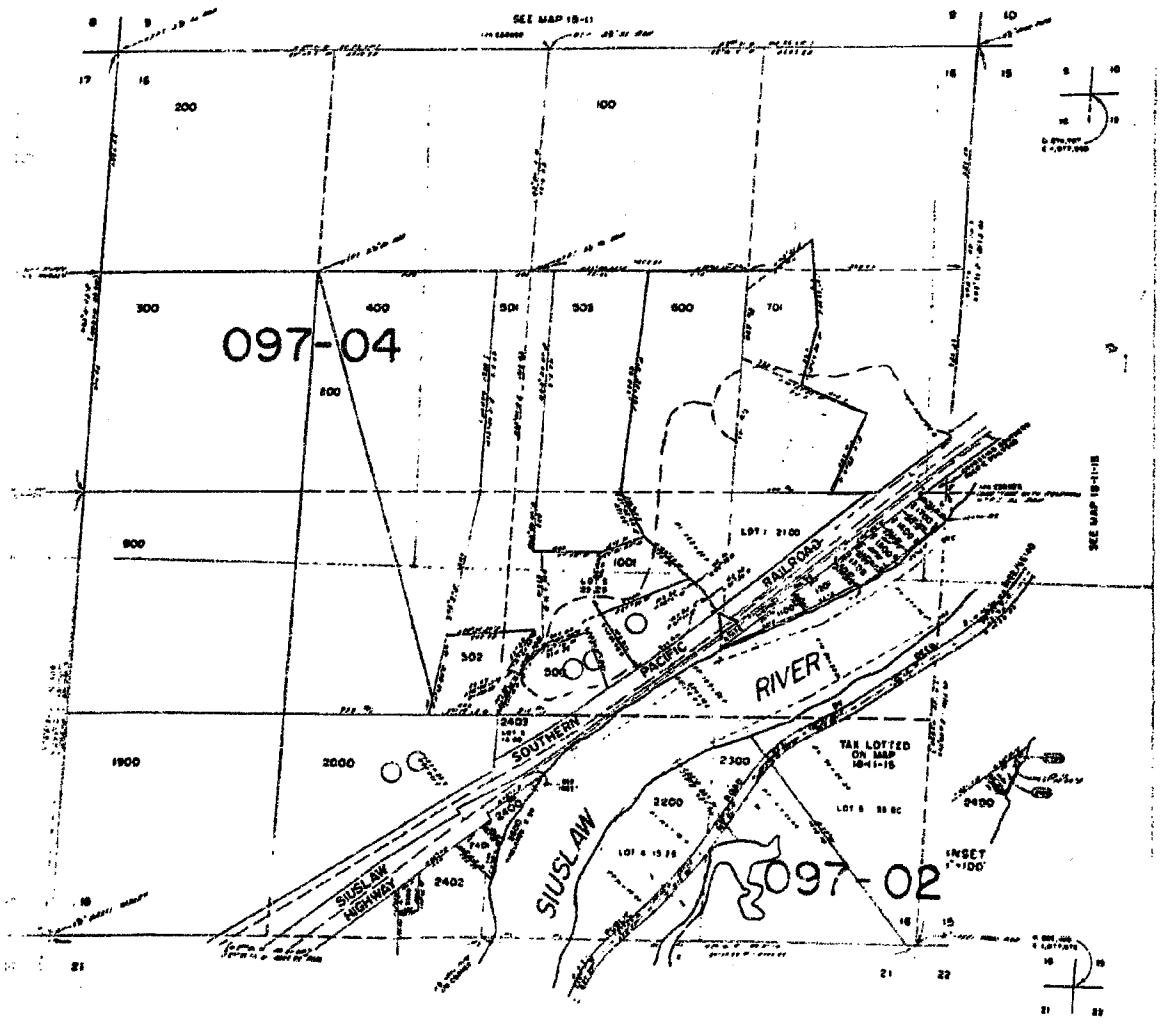
Section 16 T 18 S. R 11 W.W.M.

LANE COUNTY

1" = 400'

WEND-AR-PI

18 11 16



13316 4 - BOX #59

WEND - SS

~~AR P.I~~

ENT RD P1.1

BPA OFFICIAL RECORD FILE
RETURN TO
M&F LAND FILES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site Entrance Road
PARCEL NO. 1.1

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE 1972

The acquisition of appropriate land rights as described below is hereby requested.

OWNER
International Paper Company (Long Bell Division)

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on Drawing Serial No. 146252 DTM-D, revision 11 of the Wendson Substation Site.

Wendson SSS, Parcel C
as Key file

SURVEY STATION

RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
variable	0.1	

PURPOSE: Right-of-way for Wendson Substation Site Entrance Road.

REMARKS This request for an additional acquisition of road right-of-way adjoining Wendson Substation Site and Entrance Road Parcel 1, is needed due to a alignment of road as-built.

Prepared by: WLYoung:bw

Verified by: [signature] 8/3/72

Checked by: DJM

M. Marjerrison
CHIEF, BRANCH OF TRANSMISSION DESIGN
By: David L. Williams

BPA 390 Rev. Mar. 1969

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

Wendson Substation Site Entrance Road
Parcel 1.1

A parcel of land in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 0.1 acre, more or less, and is particularly described with bearings referenced to the Oregon Coordinate System, South Zone as follows:

> Commencing at the East quarter corner of Section 16. This corner is evidenced by a sandstone corner monument. Thence N. 39° 05' 10" W., 816.0 feet to the most easterly northeast corner of the Wendson Substation Site Parcel A. Thence N. 70° 27' 50" W., along the northerly line of said Parcel A. 414.5 feet to the southeast corner of the Wendson Substation Site North Corridor. Thence N. 12° 53' 20" E., along the easterly line of said North Corridor 4.0 feet to its intersection with the northerly right-of-way line of the Wendson Substation Site Entrance Road Parcel 1, which is also the true POINT OF BEGINNING of this description. Thence continuing N. 12° 53' 20" E., along said easterly line 46.6 feet. Thence S. 65° 47' 00" E., 32.4 feet. Thence S. 79° 53' 50" E., 86.8 feet to a point on the said northerly right-of-way line. Thence S. 82° 21' 00" W., along said northerly right-of-way line 126.5 feet to the point of beginning.

The descriptions of the Wendson Substation Site Parcel A, North Corridor, and Entrance Road Parcel 1 are described in an instrument recorded June 29, 1970, under Auditors File No. 10832 records of Lane County, Oregon.

Wendson Substation Site Entrance Road
Parcel 1.1

File 36850 ORIGINAL

96903

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the use of the hereinafter mentioned road, STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, hereinafter referred to as "State", hereby grants and conveys unto the UNITED STATES OF AMERICA, hereinafter referred to as "Government", and its assigns, a permanent easement and right of way for the construction, operation, and maintenance and use of an access road over and across the following described property, to wit:

A parcel of land lying in Lot 6 of Section 15, Township 18 South, Range 11 West, W.M., Lane County, Oregon; the said parcel being described as follows:

Beginning at the intersection of the West line of said Lot 6 and the Northwesterly line of that property described in that deed to Willamette Pacific Railroad Company, recorded in Book 101, Page 258 of Lane County Record of Deeds; thence Northeasterly along said Northwesterly line 100 feet to the true point of beginning; thence continuing Northeasterly along said Northwesterly line 90 feet; thence Northwesterly in a straight line to the West line of said Lot 6 at a point 200 feet North of the intersection of said West line and the Northwesterly line of said railroad property; thence South on said West line 90 feet; thence Southeasterly in a straight line to the true point of beginning.

The parcel of land to which this description applies contains 0.23 acre, more or less.

State reserves the right of ingress and egress over and across said road and the right to pass and repass along and on said road insofar as the same extends across State's property, said right to be exercised in a manner that will not unduly interfere with the use of the road by Government, its employees, contractors or assigns.

It is understood that said road will be constructed and maintained in good repair by Government at no cost to State. It is further understood that State may erect a fence across said road provided that a gate of not less than 16 feet is installed and keys to locks on said gate are provided Government.

TO HAVE AND TO HOLD the said easement and right of way to Government and its assigns, forever.

DATED this 3rd day of February, 1969.

ATTEST:

Floyd Query
Secretary

APPROVED:

M Klaboe
Assistant State Highway Engineer

APPROVED AS TO FORM:

F. C. McKinney
~~Chief~~ Asst Counsel

Staff Attorney

STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION

By Glenn L. Jackson
Chairman

By [illegible]
Commissioner

By [illegible]
Commissioner

96903

STATE OF OREGON)
) ss
County of Marion)

On this 2nd day of February, 1970, before me appeared Glenn L. Jackson, Fred W. Hill and Thaddeus B. Bruno, to me personally known, who, each being duly sworn, did say that he, the said Glenn L. Jackson is Chairman of the State Highway Commission of the State of Oregon, and that he, the said Fred W. Hill and he, the said Thaddeus B. Bruno is State Highway Commissioner of the State of Oregon; that the seal affixed to said instrument is the seal of the State Highway Commission, and that the said instrument is signed and sealed in behalf of said State by said Commission, and that the said Chairman and the said Commissioners acknowledge said instrument to be the free act and deed of said State, by said State Highway Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Cecil W. Head
Notary Public for Oregon

My Commission expires: Nov. 5, 1970

ba/

96903

43

ACCESS ROAD EASEMENT

STATE OF OREGON
STATE HIGHWAY COMMISSION

State of Oregon,
County of Lane —ss.

I, D. M. Penfold, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1970 FEB 17 PM 2 18 .8

Reel 470 R

Lane County OFFICIAL Records .

D. M. PENFOLD. Director of the Department of Records & Elections.

By Violet Lenn
Deputy

C29-083-05

U. S. [illegible]ITMENT OF THE INTERIOR – BONNEVILLE P[illegible] ADMINISTRATION

NOTICE OF EASEMENT SECURED

Date March 6, 1970

Line	Station to Station	Tract No.
Wendson Substation Site	AR Acquisition Request dated November 19, 1968, Drawing No. 146252.	Wendson Substation Site Entrance Road, Parcel 2

Owner/Cont. Pchsr./Lessee:

Oregon State Highway Division
Highway Building
Salem, Oregon 97310

File No. 36850

Special Provisions

( ) Danger tree cutting rights_____ of R/W bdry.

(x) danger tree cutting rights not included.

The State Highway Commission, hereinafter referred to as "State", hereby grants and conveys unto the USA, hereinafter referred to as "Government", and its assigns, a permanent easement and right of way for the construction, operation, and maintenance and use of an access road over and across the following described property:

A parcel of land lying in Lot 6 of Section 15, Township 18 South, Range 11 West, W.M., Lane County, Oregon; the said parcel being described as follows:

Beginning at the intersection of the West line of said Lot 6 and the Northwesterly line of that property described in that deed to Willamette Pacific Railroad Company, recorded in Book 101, Page 258 of Lane County Record of Deeds; thence Northeasterly along said Northwesterly line 100 feet to the true point of beginning; thence continuing Northeasterly along said Northwesterly line 90 feet; thence Northwesterly in a straight line to the West line of said Lot 6 at a point 200 feet North of the intersection of said West line and the Northwesterly line of said railroad property; thence South on said West line 90 feet; thence Southeasterly in a straight line to the true point of beginning.

The parcel of land to which this description applies contains 0.23 acre, more or less.

It is understood that said road will be constructed and maintained in good repair by the Government at no cost to the State. It is further understood that State may erect a fence across said road provided that a gate of not less than 16 feet is installed and keys to locks on said gate are provided Government.

DISTRIBUTION
(1) Right of Way and Drafting Group - ETMR
(1) Official Files - ELOF
(3 Sub. Construction Section - ECS
(4) Area Maintenance - OX
(1) Line Design Unit - ETL
(1) Specifications Group - ETRS
(1) Joseph Morrison - ETMRR
( )

Prepared by: OVBerglund:jes

Max L. McMillin
Head, Title Section
Branch of Land

Release No. 70-563

BPA 136 Rev. Nov. 1967

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

BRANCH OF LAND

TITLE PROGRESS SHEET

Deed in Lieu

Amount $ None

File No. [illegible] P2

ROUTING ACTION	DATE
Option Unit	
Optioned	
Accepted	
Released (No. 70-56)3	3-6-70
Obligation prepared	
Land Register Clerk	
Posted in records	
Land Files	
Arrange file	
Title Desc. Examiner	
Preliminary C/T ordered	
Preliminary C/T received	
Preliminary C/T OK'd	
Title Unit	
Received in Unit	11-26-69
Supplemental C/T ordered	
Supplemental C/T received	
Instruments to Attorney	
Instruments approved	
To A/Gen for preliminary opin.	
Preliminary opinion received	

REMARKS:

ROUTING ACTION	DATE
Title Unit Cont.	
Deed mailed for execution	12-30-69
(or) Deed to field representative	
Deed signed	2-3-70
Other instruments:	
_____ signed	
_____ recorded	
_____ signed	
_____ recorded	
Voucher certificate signed	
Disbursement voucher prepared	
Land Register Clerk	
Voucher date posted and fwded to Disbursement Audit	
Title Unit	
Check received	
Check mailed	
Deed mailed for recording	
Deed recorded	2-17-70
Recorded deed received	3-6-70
Final C/T ordered	3-9-70
Final C/T received	3-13-70
Final opinion requested	3-13-70
Final opinion received	3-31-70
Case closed	3-31-70
Land Register Clerk	
Voucher No. posted & closed in Land register	3-31-70

BPA 861
July 1963

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

TO: Henry S ts, ETMRR

FROM: Head, Title Section, ELT

SUBJECT: Tract: Wendson Substation Site Entrance Road, Parcel 2

Land file(x) for subject case (is) ~~(xxxxx)~~ forwarded herewith for examination and approval of legal description(s) in title policy(~~xxxx~~) and land acquisition request(x).* In connection therewith, please review the following items in Schedule B:

*and description as typed on Access Road Easement as submitted by the State.

Please furnish seven prints each (8" x 14" size) of the following map(s) not now available in the Branch of Land:

MAX L. McMILLIN

BY Ruth L. Smith

TO: Head, Title Section, ELT Date 12-11-69

FROM: Henry Staats, ETMRR

Subject file(~~s~~) (has) (~~have~~) been examined. The legal description in Schedule A of title policy(~~xxxx~~) No. 86724

includes all land covered by the following land acquisition requests:

Tract No.	Date
WENDSON SS ENT. RD.	11-19-68
OSH DEPT. AR EASE.	11-24-69

Title policy(~~ies~~) stamped.
Remarks:

H R Staats

TO: Head, Title Section, ELT Date

FROM: Henry Staats, ETMRR

Coverage is needed for the following property:

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

TO: Disbursement Audit Section – MFDG
Attention: Land Voucher Auditor

Date March 31, 1970

Bur. Vou. No. (No consideration involved)

FROM: Branch of Land – ELT

Certified for payment (Date)

SUBJECT: Tract No.(s) Werdson Substation Site Entr. Rd., P.2

We transmit herewith the subject land file(s) for final audit.

Head, Title Section

RLSmith

Audit completed _____ _____
(Date) (Land Voucher Auditor)

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 382
Rev. July 1968

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

CHECK SHEET

TRACT NO. Wendson S. S. Site, Entr. Rd. Parcel 2 NAME State of Oregon, St. Hiway Comm.

PLEASE CHECK IF OK:

( ) GRANTORS	( ) TAXES & ASSESSMENTS	( ) VOUCHER CERTIFICATE
( ) CONSIDERATION	( ) MORTGAGES & OTHER LIENS	( ) FIELD INSTRUCTIONS
( ) SPECIAL OPTION PROVISIONS	( ) OCCUPANTS	( ) OTHER

3-13-70: For final opinion. RLS

UNITED STATES BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date: March 9, 1970

Preliminary
Title No. 107307-86724

Title Abstract Company of Eugene
845 East Park Street
Eugene, Oregon 97401

Gentlemen:

Subject: **Wendson Substation Site Entrance Road, Parcel 2**

Please do the following:

( ) 1. Record the enclosed deed; however, please advise us if there has been an adverse change in title since the date of the preliminary title policy.

(XX 2. Issue in duplicate a final indorsement insuring title to the (easement) (~~fee~~) acquired by the United States of America and covered by your preliminary report(s) and our file number(s) listed above.

(XX 3. Show the amount of liability under said final report at $ **1000.00.**

( ) 4. Record the enclosed ( ) subordination agreement(s) ( ) partial release of mortgage ( ) quitclaim deed(s) ( )

( ) 5. Withhold issuance of the final indorsement if all taxes for the year(s) have not been paid and notify this office immediately.

( ) 6. Bill us in duplicate for the above recording fees.

(XX 7. Eliminate the following items from Schedule B:

No. 1. Taxes.
No. 4. Omit as per your letter of December 23, 1969.

Sincerely yours,

Head, Title Section
Branch of Land

Enclosure(s)

rls

OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

OFFICIAL FILE COPY
No. Date 3-3-70
Class.
Referred To:
Action Taken.
☐ ANS. ☐ NO REPLY

March 2, 1970

U. S. Department of the Interior
Bonneville Power Administration
Portland, Oregon 97208

File 36850
Cushman-Hanson Creek Section
Florence-Eugene Hwy.
Lane Co.

Attention: Mr. Max L. McMillin
Head, Title Section
Branch of Land

Dear Sir:

Attached hereto is the Access Road Easement from the State of Oregon, by and through its State Highway Commission, for a parcel of land lying in Lot 6 of Section 15, Township 18 South, Range 11 West, W. M., Lane County, Oregon.

You will note that the Easement has been recorded in Reel 470 R, February 17, 1970, Deed Records of Lane County, Oregon.

If we can be of further service to you at any time, please let us know.

Very truly yours,

D. H. MOEHRING
Right of Way Engineer

By
W. H. HASKIN
Property Manager

WHH/ag

Attachment

cc: Jess Barton - 1 copy of easement
R. D. Asburry - 2 copies of easement

12-2-69

Tom —

I find the following note on Dick Schaefer's Option Secured Report, I W-273 + other easement tracts, and Wendson Sub. Site, P. A, etc + Sub. Entrance Road, P. I belonging to International Paper:

"To coordinate on release for Wendson Sub. Site AR-Parcel 2 (State of Oregon) install a pipe frame gate + fence to edges of roads at abt. Sta. 39 + 50."

Dick says this is for your + his verbal arrangement.

The blue book shows you were assigned the State of Oregon road parcels, so, you probably will want to note this in your option, or assembly.

Morgan V Mahnke

February 10, 1970

ELT
Wendson Substation Site
Entrance Road, Parcel 2

State of Oregon
Oregon State Highway Dept.
Highway Building
Salem, Oregon 97310

Attention: W. H. Haskin
Property Manager

Gentlemen:

This letter is in reference to the Access Road Easement mailed your office on December 30, 1969. If the deed and acknowledgment have been duly executed we shall appreciate receiving them as soon as possible.

We appreciate your cooperation with us in this matter.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

ELT:rls

December 30, 1969

ELT
Wendson Substation Site
Entrance Road, Parcel 2

State of Oregon
Oregon State Highway Dept.
Highway Building
Salem, Oregon 97310

Attention: W. H. Haskin
Property Manager

Gentlemen:

We are enclosing the Access Road Easement which you mailed us with your letter of November 24, 1969. The delay has been due to a title problem which is now resolved and not due to the form of the easement.

After the easement deed and acknowledgment have been duly executed, please return the original to this office. A copy is enclosed for your records.

Thank you for your cooperation.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

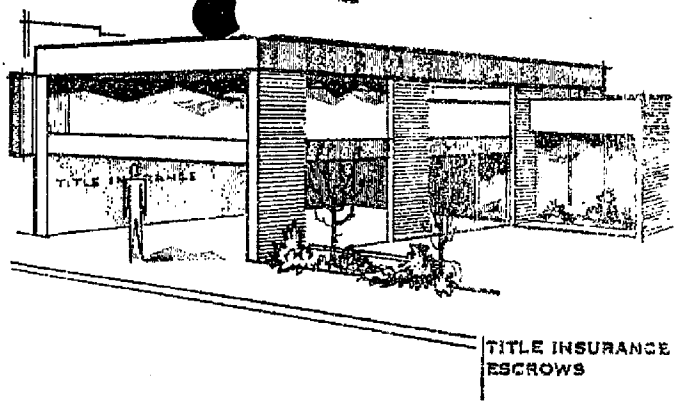
Enclosure

ELT:rls

"DEPENDABLE TITLE SERVICE"

TITLE ABSTRACT COMPANY OF EUGENE

845 EAST PARK. | EUGENE, OREGON | 97401 TELEPHONE 342-5557 AREA 503



12/24/69

EL

December 23, 1969

Bonneville Power Administration
Portland, Oregon

Gentlemen:

Re: Our No. 86724
(property in Sec.15,Twp.18
So. R. 11 WWM)

With reference to above order number, please be advised that the vesting has been changed to State of Oregon, by and through its State Highway Commission, on the basis that Sidney A. Milligan and L. M. Chapman were surviving partners of E. O. Immel Properties, a co-partnership, although the deeds from them make no reference to that effect. Exception No. 4 of preliminary report issued under above order number has been deleted.

Very truly yours,
TITLE ABSTRACT COMPANY OF EUGENE
By
June Walker
June Walker, Title Officer

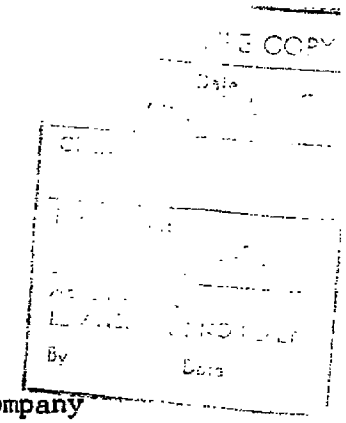
jw

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

December 23, 1969

File No. 36850
Tract: Wendson Substation
Site Entrance Road,
Parcel 2



United States Department of the Interior
Bonneville Power Administration
Portland, Oregon 97208

Attention Mr. Max L. McMillin
Head, Title Section
Branch of Land

Gentlemen:

I have on this date telephoned the Title Abstract Company of Eugene and gave them information which I hope will enable them to furnish you with a new title report showing title in the subject property vested in the State of Oregon.

The State originally secured its title policy on this property from the Pioneer Title Company of Eugene.

Very truly yours,

G. E. ROHDE
Chief Counsel

By A. J. Viducich
A. J. VIDUCICH
Staff Attorney

AJV:bb
cc: Mr. D. H. Moehring
Mr. W. H. Haskin
Mr. Jess Barton

OREGON STATE HIGHWAY DEPARTMENT

EAST SALEM HIGHWAY BUILDING
SALEM, OREGON 97310

OFFICIAL FILE COPY
No. Date

December 19, 1969

Bonneville Power Administration
Portland, Oregon 97308

File No. 36850
Immel Borrow Pit
Siuslaw Highway
Lane County

Attention: Mr. Max McMillan
Head, Title Section

Gentlemen:

Your question regarding title of record on referred easement application has been referred to Tony Viducich at our Title Section office.

We are sure you will hear from Mr. Viducich on this matter.

Very truly yours,

JESS BARTON
District Property Agent

JB:sm
cc G. E. ROHDE
D. H. MOEHRING
W. H. HASKIN
T. VIDUCICH

December 18, 1969

ELT
Tract: Wendson Substation
Site Entrance Road,
Parcel 2

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. Jess Barton
District Property Agent

Gentlemen:

We have checked the Access Road Easement deed submitted by your office and find it satisfactory; however, the Title Abstract Company of Eugene shows record title in E. O. Immel Properties, a co-partnership, subject to the right, title and interest of the State of Oregon.

Further discussion with the title company indicates they found there is a break in the chain of title.

We shall appreciate any help your office can give us to clarify this.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

ELT:rls

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND
Portland, Oregon

To: Field Representative

Date: November 26, 1969

From: Ruth L. Smith

State: Oregon

Tract No. Wendson Substation Entrance Rd., P.2

County: LaNE

Name: State of Oregon (State Highway Comm.)

Address:

Enclosed herewith are the following instruments for execution:

( ) Warranty Deed
( ) Easement
( ) Voucher certificate
( ) Certificate of Inspection and Possession
( ) Subordination agreement
( ) Affidavit
( )
( )

Please note the following special instructions:

Bill, J. Jochim studied this case and suggested you contact June Walker of the Title Abstract Company of Eugene as to whom record title is vested in at present. Our file seems to indicate that the State of Oregon has the property in fee, but the title policy indicates otherwise. Please discuss with Conrad before contacting the title company. RLS

11/5/69 - Title Co. (June Walker) states there is a break in the Title Chain out of the E. O. Immel Properties. I attach deeds into Immel & into the State. They thought their vesting OK on what they found of record.

Perhaps Correspondence with State Highway Commission could throw some light on this

W. E. H.

BPA 151
Rev. Mar. 1967

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

File No. [illegible]

WARRANTY DEED

(Individual)

Know All Men By These Presents, that we, [illegible] Hilligan, husband and wife; [illegible] Stanton, a [illegible]

[illegible] Dee Thousand and [illegible] [illegible] paid, [illegible] said and by these [illegible]

[illegible] the STATE OF OREGON by and through its STATE HIGHWAY COMMISSION [illegible]

[illegible]

A parcel of land lying in Lot [illegible] of Section 15, Township 1[illegible] South, [illegible] West, W.M., Lane County, Oregon; the said parcel being that portion of [illegible] 6 lying Northwesterly of that property described in that deed to Willamette Pacific Railroad Company in Book 10[illegible], Page 258 of Lane County Records of [illegible]

EXCEPT therefrom that portion of said parcel included in that deed [illegible] Willamette Pacific Railroad Company recorded in Book 10[illegible], Page [illegible] of Lane County Records of Deeds.

ALSO EXCEPT therefrom that portion of said parcel included in [illegible] to Lane County, recorded in Book 164, Page [illegible] of Lane County Records [illegible]

The parcel of land to which this description applies contains [illegible] more or less.

[illegible]

TO HAVE AND TO HOLD the said premises with their appurtenances [illegible] State of Oregon, or and through its State Highway Commission [illegible]

And [illegible] the said grantor [illegible] hereby covenant to and with the said [illegible] through its State Highway Commission, its successors and [illegible] in fee simple of said premises; that they are free from all encumbrances

and that [illegible] will warrant and defend the same from all lawful [illegible]

IN WITNESS WHEREOF, [illegible] have hereunto set [illegible]

this 11th day of August [illegible] 19[illegible]

Dear in presence of:

[illegible]

INSTRUMENT No.

WARRANTY DEED

REVENUE STAMPS
No. U.S. [illegible] necessary

[illegible] Henry A. Plaep and Jacquiyn L. Plaep, husband and wife, and Daryle J. Bennett and Kae Bennett, husband and wife,

[illegible] and convey unto E. O. Immel Properties, [illegible] partnership,

[illegible]

All of Lot 6, being in the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 18 South, Range 11 West, Willamette Meridian, lying North and West of the right of way of the Southern Pacific Railroad; all located in Section 15, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon excepting therefrom that part conveyed to Lane County, Oregon, by Deed recorded October 31, 1929 in Book 164, Page 523, Lane County Oregon Deed Records.

There is reserved unto the Grantors all of the timber upon the above described real property of any nature whatsoever as well as the right to log and harvest same, which reservation and right to harvest shall continue through December 31, 1939, at which time it shall expire of its own force, and after which Grantors or any of them shall have no interest in said described property.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises, that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever

Dated January 19, 1939.

[illegible] (SEAL)

[illegible] (SEAL)

STATE OF OREGON, COUNTY OF LANE

[illegible] day of January 19 [illegible] Notary Public [illegible] the within named Henry A. Plaep & Jacquiyn L. Plaep, his wife, & Daryle J. Bennett & Kae Bennett, his wife, [illegible] they [illegible] the same [illegible] the [illegible] purposes therein [illegible]

[illegible] this day [illegible]

[illegible]

[illegible]

[illegible] OFFICIAL [illegible]

[illegible] Department of Recorded [illegible]

[illegible] Deputy

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

OFFICIAL FILE COPY
No. Date 11-25-69
Class.
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

November 24, 1969

Wendson SS Entr. Rd.
p. 2

Mr. Max L. McMillin
Head, Title Section
Branch of Land
U. S. Department of the Interior
Bonneville Power Administration
Portland, Oregon 97208

File 36850
Cushman-Hanson Creek Section
Siuslaw Hwy.
Lane Co.

Dear Sir:

Attached is an Access Road Easement for a parcel of land lying in Lot 6 of Section 15, Township 18 South, Range 11 West, W. M., Lane County, Oregon.

If this form meets with your concurrence, please return it with your approval.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
W. H. HASKIN
Property Manager

WHH/ag

Attachment

11-25-69
to: title Sec. for answering - file should be returned to acq. section after answering

Unsdon Sub Stn Site
Entrance Road parcel 2

OREGON STATE HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

September 9, 1969

Yours

Bonneville Power Administration
Branch of Land
P. O. Box 3621
Portland, Oregon

Attention: Mr. L. E. Van Buskirk

File No. 36850
Immel Borrow Pit
Siuslaw Highway
Lane County

Gentlemen:

As per your request, the easement sought by Bonneville Power Administration on subject land is being processed in reference to enclosed Map 1R-5-1680.

Your cooperation is appreciated. Please contact this office at any time we may be of service to you.

Very truly yours,

JESS BARTON
District Property Agent

JB/sm
Enclosure
cc G. E. ROHDE
D. H. MOEHRING
W. H. HASKIN

9-16-69

Van - Will you check this?
If ok put in file
Jes

CERTIFICATE OF INSPECTION AND POSSESSION

Tract No. Wendson SS Sit
Entrance Road, P. 2

I, the undersigned, state and certify:

1. That on the 17th day of February , 1969 , I made diligent inquiry of the owners ~~and~~ ~~of~~ of that certain tract of land situated in the County of Lane , State of Oregon designated as Tract No. (as above) , Bonneville Power Administration, containingaccess road ~~xxxxx~~, over which an easement is being acquired by the United States of America for the use of the Bonneville Power Administration.

2. That I found no evidence of any labor having been performed or of any material having been furnished, placed, or used thereon, within the past six months in connection with the making of any repairs or improvements, except as follows: Survey stakes of the Bonneville Power Administration's transmission line.

3. That the following are the only persons, firms, or corporations found to be in possession of said premises or any part thereof:

4. That

whose address is

reputed to be the owner of said land:

5. I further certify that, to the best of my knowledge and belief, based upon actual and diligent inquiry made, and from a physical inspection of the premises, except as disclosed and evidenced by the public records, there are no vested or accrued water rights for mining, agricultural, manufacturing or other purposes; that there are no ditches or canals constructed by or being used under authority of the United States; that there is no development nor are there any operations for the development of coal, oil, gas, or other minerals on said land; that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in the patent or patents heretofore issued by the United States of America for the land.

6. I further certify and state that, to the best of my knowledge and belief, there is outstanding no right whatsoever in anyone to the possession of a right, title, lien, or estate in or to said premises, except such as are disclosed and evidenced by the public records or by this certificate.

Dated at Portland, Oregon
this 17th day of November , 1969 .

E. Van Buskirk

TITLE: _____

BONNEVILLE POWER ADMINISTRATION
Portland, Oregon

CERTIFICATE OF INSPECTION AND POSSESSION

Tract No. Wendson Substation Entrance Road, Parcel 2

I, the undersigned, state and certify:

1. That on the 22nd day of August, 1969, I made ~~diligent inquiry of the and conducted~~ a personal examination of that certain tract of land situated in the County of Lane, State of Oregon designated as Tract No. as above, Bonneville Power Administration, containing an access road ~~acres~~, over which an easement is being acquired by the United States of America for the use of the Bonneville Power Administration.

2. That I found no evidence of any labor having been performed or of any material having been furnished, placed, or used thereon, within the past six months in connection with the making of any repairs or improvements, except as follows: ~~Survey activities of the Bonneville Power Administration~~

3. That the following are the only persons, firms, or corporations found to be in possession of said premises or any part thereof:

owners in possession

4. That State of Oregon
State Highway Commission
Salem, Oregon
whose address is

reputed to be the owner of said land:

5. I further certify that, to the best of my knowledge and belief, based upon actual and diligent inquiry made, and from a physical inspection of the premises, except as disclosed and evidenced by the public records, there are no vested or accrued water rights for mining, agricultural, manufacturing or other purposes; that there are no ditches or canals constructed by or being used under authority of the United States; that there is no development nor are there any operations for the development of coal, oil, gas, or other minerals on said land; that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in the patent or patents heretofore issued by the United States of America for the land.

6. I further certify and state that, to the best of my knowledge and belief, there is outstanding no right whatsoever in anyone to the possession of a right, title, lien, or estate in or to said premises, except such as are disclosed and evidenced by the public records or by this certificate.

Dated at Portland
this 4th day of Sept., 1969.

R E Schaefer

TITLE: Realty Spec.

BONNEVILLE POWER ADMINISTRATION
Portland, Oregon

BPA 342
Rev. 6-23-52

BONNEVILLE POWER ADMINISTRATION

REPORT OF LAND BUYER TO TITLE SECTION ON INFORMATION FURNISHED BY OWNERS

TRACT NO. Wendson Substation
Site Entrance Road, Parcel 2

1. Is Seller single or married?_____

2. Spouse's name?_____

3. (If property is in Washington or Idaho.) Were Seller and present spouse married at time of acquiring property, and have they remained married to each other at all times since?_____

4. (In Washington or Idaho) Is this community property?_____

5. Is property occupied, by owner, or tenant?_____

_____

6. Term of tenancy:_____

7. Is property being sold under contract, and if so, who is the purchaser?

_____

8. List rights-of-way or easements crossing our survey, i.e., roads, power lines, telephone lines, irrigation ditches, etc., and owner if not owned by the owner of the fee.

_____

_____

9. Remarks: (Other information of value to Title Section.)_____

_____

_____

NOTE: Give addresses of all persons concerned where address does not otherwise appear in the file.

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Wensdon Sub Sty Site Entrance Road parcel 2 Date 9-4-69

NAME State of Oregon; State Hiway Commission

ADDRESS Salem, Oregon

NAME

ADDRESS

LOCATION OF LAND Lane county Oregon.

Option not secured. Remarks

Went to Salem to East Side Hiway Bldg & talked to land mgr Jess Barton and then to appraiser Bob Frisse. General discussion and all. Left copy ~~[illegible]~~ Sub Ty map #146252. They will start the ball rolling for our easement acquisition. Made offer at $125.00

9-11-69 Fol-up - State prep. my easement → 10-22-69

11-17-69 Papers are in the mill somewhere. Jesse Barton will check it out & see. But as with BPA the State Hiway Dept takes a little time.

Fol-up - 12-4-69

Tentative follow-up date _____

L E Van Buskirk
LAND BUYER

Complete reverse if option secured.

HTA:

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION

OPTION FOR ACCESS ROAD EASEMENT

Tract No. Wendson Substation Site Entrance Road, Parcel 2

The undersigned, (whether one person or more than one person) for and in consideration of the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the sum of

Dollars ($), a permanent easement and right of way for the construction, use and maintenance of a road approximately 60 feet in width (with such additional widths as are necessary to provide for cuts, fills and turn-outs, and for curves at angle points) over and across the lands of the undersigned in **that part of the SW¼NW¼ lying northwesterly of the Southern Pacific Railroad Company right of way in Section 15, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, except portions described in instruments recorded in Deed Book 103, Page 101, and Deed Book 164, Page 523, Deed Records of said county.**

The location of the centerline of the said road right of way is as now located and staked on the ground or approximately located as delineated on the map prepared by the United States Department of the Interior, Bonneville Power Administration, Serial No. **146252**

Road No. **Wendson Substation Site Entrance Road, Parcel 2,**

to which reference is hereto made.

The easement and right of way will be granted for the following purposes, namely: the right to enter and to clear of timber and brush, (title to which shall vest in the Government at the date of acceptance of this option); the right to grade, level, cut, fill, drain, build, surface, maintain, repair, and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary; and the right to use said road on, over and across the land embraced within said right of way.

The undersigned will retain the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the Government, its employees, contractors, or assigns.

It is understood and agreed that if said road is damaged by the Government, its employees, contractors, or assigns, the Government, subject to the availability of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than 16 feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

BPA 328 reverse side

Option for Access Road (Continued)

Upon notification by the Administrator to the undersigned at the above address of his acceptance of this Option the Government, its employees, contractors, or assigns, may enter into immediate possession and occupancy of said right of way for the purposes of the easement to be conveyed by the undersigned. Care shall be exercised, however, in regard to the protection of adjoining land and crops and in regard to the maintenance of all existing structures, including fences for stock.

If the Administrator shall accept this option, he shall have a reasonable time to examine and approve title to the land affected and to prepare a conveyance of the easement for road right of way, as herein provided for. The undersigned agrees that at such time as the Administrator may name thereafter, the undersigned shall execute and deliver to the Administrator a properly executed instrument of conveyance containing covenants of warranties whereby the above described easement is conveyed to the Government free from encumbrances, including current or past due taxes; provided, that the Government shall pay inspection and recording costs incidental to the release or subordination of mortgages or similar security in respect to the easement rights to be acquired, and shall pay the recording costs of said instrument of conveyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title required in this transaction will be furnished by the Government at its expense.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above described easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easement and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement.

It is further understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of said easement rights.

No verbal agreements, express or implied, not specifically made a part of this agreement shall be binding upon either party hereto.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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 therefrom unless it be made with a corporation for its general benefit.

This agreement shall be binding upon, and the rights herein reserved shall inure to the benefit of, the heirs, administrators, executors, successors or assigns of the undersigned.

Dated this day of 196

[redacted]
ATTEST:

_____

_____

_____

PAYMENT APPROVED: $_____

_____

STATE OF OREGON
STATE HIGHWAY COMMISSION

_____

By: _____

_____

_____

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

ITEM NOS.	ORG	ACCT	W. ORDER	OBJ CL	AMOUNT		REQUISITION NOS.	REQ SUPP NO.
	35	1173	134-24	25	$100.00			

ISSUING OFFICE

ORDER FOR SUPPLIES OR SERVICES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. Box 3621
PORTLAND, OREGON 97208

14 X 0328 CONSTRUCTION OPERATION & MAINTENANCE, BONNEVILLE POWER ADMIN.

MARK ALL PACKAGES AND PAPERS WITH ORDER AND/OR CONTRACT NUMBERS

PAGE 1 OF

DATE OF ORDER	CONTRACT NO. (If any)	ORDER NO.
July 28, 1969	14-03-9095A	9095A-10

CONTRACTOR (Name and address, including ZIP code)

TO→ Title Abstract Company of Eugene
845 East Park Street
Eugene, Oregon 97401

SHIP TO (Consignee and address, including ZIP code)

Head, Title Section, BPA
P. O. Box 3621
Portland, Oregon 97208

VIA

TYPE OF ORDER

PURCHASE ☐ — REFERENCE YOUR THE TERMS SPECIFIED ON BOTH SIDES OF THIS ORDER AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY AS INDICATED. THIS PURCHASE IS NEGOTIATED UNDER AUTHORITY OF PLEASE FURNISH THE FOLLOWING ON

DELIVERY ☐ — EXCEPT FOR THE BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS SUBJECT TO INSTRUCTIONS CONTAINED ON THIS SIDE ONLY OF THIS FORM AND IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE NUMBERED CONTRACT.

F.O.B. POINT	GOVERNMENT B/L NO.	DELIVERY TO F.O.B. POINT ON OR BEFORE	DISCOUNT TERMS
Portland, Oregon		30 days	Net

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	Please furnish preliminary title policies in duplicate, on approved forms, covering the tracts and access roads listed on the attached sheet and as indicated on the enclosed map numbered 146252 for our Wendson Substation Site area in Lane County, Oregon.				
	Title Policies:	4	dup.	$25.00	$100.00
	Liability: $1,000.00 each				
	Do not furnish preliminary title policies for land owned by the Federal Government.				
	One invoice (in duplicate) covering all policies mailed at one time is preferred. Invoice must show purchase order number and tract number.				
	Please show tract number on title policies.				
			TOTAL →		$100.00

BY (Signature)

NAME (Typed)
Max L. McMillin
TITLE: CONTRACTING/ORDERING OFFICER
Head, Title Section

CHECK ONE ☐ SMALL BUSINESS ☐ OTHER

CONTROL ☐ EXPED ☐ D.A. SEC

R.R. RESP

FOR GOV'T USE ONLY

DATE REC	VIA
NO. PIECES	LOCATION
WT	FOR

Items rec'd as indicated: RECEIVING OFFICER DATE

Items comply with specs. INSPECTOR DATE

Wendson Substation Site and
Entrance Road
Lane County, Oregon

Purchase Order No. 9095-A-10
Date: July 28, 1969

1. Tract No.: Wendson Substation, North Corridor;
Wendson Substation Site, Parcel A
Wendson Substation Entrance Road, Parcel 1
Apparent Record Owner: International Paper Co.

Description: Part of the $SE\frac{1}{4}NE\frac{1}{4}$ of Section 16, Township 18 South, Range 11 West, WM.

$25.00

2. Tract No.: Wendson Loop to Tahkenitch No. 2-2
Apparent Record Owner: Theodore Bernhardt et ux

Description: Part of Lot 2 of Section 16, Township 18 South, Range 11 West, WM.

$25.00

3. Tract No. Wendson Substation Site, Parcel B
Wendson Tap to Tahkenitch No. 1-1
Wendson Loop to Tahkenitch No. 2-1
Apparent Record Owner: Ray G. Page et ux

Description: Part of $SW\frac{1}{4}NE\frac{1}{4}$, Part of Lot 1, Part of Lot 2 all in Section 16, Township 18 South, Range 11 West, WM.

$25.00

4. Tract No.: Wendson Substation Entrance Road, Parcel 2
Appparent Record Owner: State of Oregon (State Highway Commission)

Description: Part of $SW\frac{1}{4}NW\frac{1}{4}$ of Section 15, Township 18 South, Range 11 West, WM.

$25.00

BPA 762
Rev. 6-16-60

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

NOV 19 1968

ACCESS ROAD ACQUISITION REQUEST

Wendson Substation
Site Entrance
TRACT NO. Road

PARCEL NO. 2

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: TRANSMISSION DESIGN SECTION

DATE NOV 19 1968

The acquisition of the easement described below is hereby requested.

NAME OF ACCESS ROAD Wendson Substation Site Entrance Road

NAME OF OWNER State of Oregon (State Highway Commission)

STATE Oregon COUNTY Lane SEC 15 TWP 18S RGE 11W WM

DESCRIPTION An existing road in the $SW\frac{1}{4}NW\frac{1}{4}$ of Section 15 as shown on Drawing No. 146252, dated October 24, 1968.

LENGTH OF ACCESS ROAD 125.6 feet

RIGHT OF WAY WIDTH A 60 foot access road right of way.

PURPOSE For access to BPA's Wendson Substation Site.

REMARKS See T-Wendson SS-1

Prepared by: TEIngersoll:ls

Checked by: JEJ 11-15-68

F. W. Farr
F. W. Farr, *Head, Transmission Design Section*

BPA 41 Rev. May 1966
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

MP FILE NO. T-Wendson SS-1

TRACT OWNERSHIP DATA

FILE NO.
Wendson Substation Site
Entrance Road, Parcel 2

COUNTY Lane SECTION 15 TOWNSHIP 18 S RANGE 11 W, W.M.
OWNER State of Oregon ASSESSOR'S TAX LOT 1100
ADDRESS State Highway Commission, Salem, Oregon 97310 ASSESSED ACREAGE 9.20
C/P ASSESSED VALUE
ADDRESS ASSESSOR'S DESCRIPTION:
ASSESSED TO shown on records same as above 18 11 15 1100 97-02
ADDRESS
TAXES PAID BY
ADDRESS See copy attached

Quit Claim DEED

GRANTOR L. M. Chapman DATED
RECORDED
VOLUME reel 176-D

TO

RECORDER'S FILE NO. 24706
GRANTEE State of Oregon, by and through its State Highway Commission CONSIDERATION
STAMPS

Description of land conveyed, including reservations and exceptions:

(See copy attached)

Warranty Deed

Sidney A. Milligan
Lillian Milligan, Husband and Wife and
Winifred Starbuck, single
To
State of Oregon, by and through
its State Highway Commission

D 8-11-65
R 8-30-65
V Reel 272-D
R 16834
C $1,000.

(See copy of deed attached)

INFORMATION: See copies of exceptions attached

101-D-258, 103-D-101 and 164-D-523

INITIALS WH:no
DATE 5-17-68

(Prepare original and 5 copies. If additional space is needed use reverse side.)

CONTINUING REAL PROPERTY ASSESSMENT ROLL
OF LANE COUNTY, OREGON

1968 CARD 1 DATE 5-02-68 SERIAL NO. 903705809

ER NO.

ACCOUNT NUMBER

DESCRIPTION OF REAL PROPERTY						* SPECIAL INTEREST		CODE AREA NUMBER
MAP NUMBER					TAX LOT NUMBER	TYPE	IN REAL PPTY.	
TWP. SOUTH	RANGE	SEC.	1/4 SEC.	1/16 SEC.				
18	11	15			1100			97-02

OREGON STATE OF
STATE HIGHWAY COMMISSION
SALEM OREGON 97310

CLASS 521

SPECIAL ASSESSMENTS
2 - REFORESTATION
3 - LATE FILING PERSONAL
4 - LATE FILING TIMBER
5 - HIGHWAY LIGHTING DIST.
6 - WEED CONTROL
7 - WATER CONTROL DIST.
8 - NON ZONED FARM LAND TAXES DUE
9 - FOREST LAND TAXES DUE

EXEMPTIONS AND DEFERRAL
1 - VETERANS
2 - SENIOR CITIZENS
3 - FARM DEFERRAL
4 - FALLOUT SHELTER

* KEY TO TYPES OF SPECIAL INTEREST. 1=TIMBER ONLY. 2=IMPROVEMENTS ONLY. 3=MINERAL RIGHTS. 4=UNDIVIDED INTERESTS. 5=REFORESTATION. 6/7=CONDOMINIUM 8=PARTIAL EXEMPT

ACREAGE AND ASSESSED VALUES

ES	LAND VALUE	TIMBER VALUE	IMPROVEMENT VALUE	EXEMPTION OR DEFERRED	TYPE	TOTAL VALUE AS EQUALIZED
.20						EXEMPT

SPECIAL ASSESSMENTS

FIRE PATROL	OTHER	TYPE	OTHER	TYP

#20910
OLD NUMBER

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

CODE NO.

MAP NO. 18.11.15 COUNT	TAX LOT NO. 6 1100 NUMBER	SECTION 15	TOWNSHIP 18 S.	RANGE 11 W W.M.	AERIAL PHOTO
LOT NO.	BLOCK NO.	ADDITION		CITY	

INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD: DATE OF ENTRY	DEED RECORD: DEED NUMBER	ACRES REMAINING
	All of Lot 6, being in the SW¼NW¼ of Section 15, Twp. 18 South, Range 11 West, WM, lying North and West of the right of way of the S.P.R.R., all located in Section 15, Twp. 18 South, Range 11 West, WM, in Lane County, Oregon.	1960 1965	R127 57634 R242/53989	
	CANCELLED			
	Cont. more or less			13.73
	Acreage Correction per mapping	1960		
	Cont. m/l			9.20
	CANCELLED			
	A parcel of land lying in Lot 6, of Sec. 15, 18S, R.11W, WM. LCO. the said parcel being that portion of said Lot 6 lying NW'ly of that property desc. in that property desc. in that deed to Willamette Pac. R.R. Co. in Vol. 101/258, LCRD.	1966	R272/16834 R276/24706 (pass)	
	Except therefrom: that portion of said parcel incl. in that deed to Willamette Pac. R.R. Co. rec. in Vol. 103/101 of LCRD.			
	Also Except: therefrom that portion of said parcel incl. in that deed to Lane County, rec. in Vol. 164/523, LCRD.			
	The parcel of land to which this desc. applies cont. 9.20 acres m/l			
	Cont. m/l			9.20

R 272

8/30/65

WARRANTY DEED

Know All Men By These Presents

STATE OF OREGON

NOTARY PUBLIC

Deed

Hurd Lumber & Navigation Company
To
Willamette Pacific RailRoad Company

D -
R 7-15-13
V 103D101

R 3711
C $1.00 other good valuable consideration
S -

A strip of land 40 feet in width, being an uniform width of 20 feet on each side of the following described center line,---/. Commencing at a point in Lot 6 of Section 15, Township 18 South, Range 11 West, Willamette Meridian, known as Engineer's Survey Station "V" 558+54.6, being a point on the "V" center line of the proposed construction of the said Willamette Pacific Railroad Company's railroad, as said center line is now surveyed, staked out and located: thence North 27°W a distance of 107.1 feet; thence North 10°East a distance of 32 feet; thence North 6°West a distance of 73 feet; thence North 5°East distance of 169 feet; thence North 81°East a distance of 26 feet; thence South 14°East a distance of 50 feet; thence South 27°East a distance of 72 feet; thence South 42°East a distance of 43 feet; thence South 85°East a distance of 48 feet; thence North 13°East a distance of 52 feet; thence North 62°East a distance of 136 feet; thence North 12°East a distance of 29 feet; thence North 16°West a distance of 33 feet; thence North 16°East a distance of 43 feet; thence North 79°East a distance of 81 feet; thence North 50°East a distance of 48 feet; thence North 0°30'W a distance of 92 feet; thence North 71°15' East a distance of 83 feet; thence North 31° East a more or less distance of 35 feet to a point on the North line of said Lot 6.

ALSO: A strip of land 40 feet in width, being an uniform width of 30 feet on the Southeasterly side and an uniform width of 10 feet on the Northwesterly side of the following described center line,---commencing at a point in Lot 6 of Section 15, Township 18 South, Range 11 West, Willamette Meridian, known as Engineer's Survey Station "V" 558+54.6 being a point on the "V" center line of the proposed construction of the said Willamette Pacific Railroad Company's railroad, said center line is now surveyed, staked out and located, thence South27°East a distance of 26.9 feet; thence South 48°30' West a more or less distance of 425 feet to a point on the West line of said Lot 6.

Saving and excepting from the above any portion of that certain 150 foot wide strip of land which the said grantor has conveyed to the said grantee.

Insert:

North 59° East a distance of 108 feet; thence North 44° East a distance of 118 feet; thence

Warranty Deed

John Hendrickson & Minie Hendrickson
To
Lane County

D 10-30-29 R # 1256
R 10-31-29 C $300.00
V 164D523 S -

---do hereby bargain, sell and convey unto Lane County, a Political subdivision of Oregon the following described premises,---A strip, piece or parcel of land of such width and widths as to include all land between the right-of-way of the Southern Pacific Railroad and a line parallel to and always 60 feet distant, to the left of the center line of the Siuslaw National Forest Highway, as surveyed by the U.S. Bureau of Public Roads, and as shown on a map on file with Lane County, Oregon.

Said center line is more particularly described as follows:
Beginning at Station 2 744+97, a point on the center line at the intersection with the North line of Lot 1, Section 16, Township 18 South, Range 11 West, Willamette Meridian, from which point the northwest corner of Lot 1 bears North 87°26'W, 1100 feet distant, more or less.

Thence in a ~~xxxxxx~~ SouthWesterly direction over and across and through Lot 1, said Section 16, for a distance of 715 feet, more or less, to Station 752+12, a point on the center line at the intersection with the line between the property of John Hendrickson and the property of Floyd & L. Hester Thompson, from which point the NorthWest corner of said Lot 1, Section 16, bears N44°51'W, 770 feet distant, more or less; containing 1.00 acre, more or less.

Quit Claim Deed

L.M. Chapman
To
State of Oregon

D --
R --
V Reel 276#24706

R 36850
C --
S --

A parcel of land lying in Lot 6 of Section 15, Township 18 South, Range 11 ~~E~~ West, Willamette Meridian, Lane County, Oregon; the said parcel being that portion of said Lot 6 lying Northwesterly of that property described in that deed to Willamette ~~Pacific~~ Pacific Railroad Company in Book 101, Page 258 of Lane County Records of Deeds.

EXCEPT Therefrom that portion of said parcel included in that deed to Willamette Paicfic Railroad Company recorded in Book 103, Page 101 of Lane County Records of Deeds.

ALSO EXCEPT therefrom that portion of said parcel included in that deed to Lane County, recorded in Book 164, Page 523 of Lane County Records of Deeds.

The parcel of land to which this description applies contains 9.2 acres, more or less.

Deed

Hurd Lumber
To
Willamette Pacific

D -
R 6-23-13
V 101D258

R 3410
C $1.00 and other good valuable consideration
S -

A strip of land 150 feet in width, being an uniform width of 100 feet on the Northwesterly side, and an uniform width of 50 feet on the Southeasterly side, of the located center line of the porposed construction of the said Willamette Pacific Railroad Company's Railroad, as the same is now surveyed, staked out and located, over and across Lot 6 of Section 15, Township 18 South, Range 11 West, Willamette Meridian. The said located center line being its located "T" center line from a point on the North line of said Lot 6 to a point thereon known as Engineer's Survey Station "T" 548+14.9, and thence its located "V" center line to a point on the west line of said Lot 6; the two said center lines forming a continous center line across said property...

CONTINUING REAL PROPERTY ASSESSMENT ROLL OF LANE COUNTY, OREGON

YEAR 1968 CARD 1 DATE 5-02-68 SERIAL NO. 908705809

VOUCHER NO.

ACCOUNT NUMBER

DESCRIPTION OF REAL PROPERTY						* SPECIAL INTEREST		CODE AREA NUMBER
MAP NUMBER					TAX LOT NUMBER	TYPE	IN REAL PPTY.	
TWP. SOUTH	RANGE	SEC.	1/4 SEC.	1/16 SEC.				
18	11	15			1100			97-02

OREGON STATE OF
STATE HIGHWAY COMMISSION
SALEM OREGON 97310

CLASS 521

SPECIAL ASSESSMENTS

2 - REFORESTATION
3 - LATE FILING PERSONAL
4 - LATE FILING TIMBER
5 - HIGHWAY LIGHTING DIST.
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1 - VETERANS
2 - SENIOR CITIZENS
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* KEY TO TYPES OF SPECIAL INTEREST. 1=TIMBER ONLY. 2=IMPROVEMENTS ONLY. 3=MINERAL RIGHTS. 4=UNDIVIDED INTERESTS. 5=REFORESTATION. 6/7=CONDOMINIUM 8=PARTIAL EXEMPT

ACREAGE AND ASSESSED VALUES

LAND		TIMBER VALUE	IMPROVEMENT VALUE	EXEMPTION OR DEFERRED	TYPE	TOTAL VALUE AS EQUALIZED	SPECIAL ASSESSMENTS			
ACRES	VALUE						FIRE PATROL	OTHER	TYPE	OTHER
9.20						EXEMPT				

#20910
OLD NUMBER

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

CODE NO.

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Cont. more or less			13.73
Acreage Correction per mapping	1960		
Cont. m/l			9.20
A parcel of land lying in Lot 6, of Sec. 15, 18S, R.11W, WM. LCO. the said parcel being that portion of said Lot 6 lying NW'ly of that property desc. in that property desc. in that deed to Willamette Pac. R.R. Co. in Vol. 101/258, LCRD.	1966	R272/16834 R276/24706 (pass)	
Except therefrom: that portion of said parcel incl. in that deed to Willamette Pac. R.R. Co. rec. in Vol. 103/101 of LCRD.			
Also Except: therefrom that portion of said parcel incl. in that deed to Lane County, rec. in Vol. 164/523, LCRD.			
The parcel of land to which this desc. applies cont. 9.20 acres m/l			
Cont. m/l			9.20

CANCELLED

H 16835

R 212

and 8/30/63

WARRANTY DEED

Warranty Deed

John Hendrickson & Minie Hendrickson	D 10-30-29	R	# 1256
To	R 10-31-29	C	$300.00
Lane County	V 164D523	S	-

---do hereby bargain, sell and convey unto Lane County, a Political subdivision of Oregon the following described premises,---A strip, piece or parcel of land of such width and widths as to include all land between the right-of-way of the Southern Pacific Railroad and a line parallel to and always 60 feet distant, to the left of the center line of the Siuslaw National Forest Highway, as surveyed by the U.S. Bureau of Public Roads, and as shown on a map on file with Lane County, Oregon.

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Thence in a ~~Northwes~~ SouthWesterly direction over and across and through Lot 1, said Section 16, for a distance of 715 feet, more or less, to Station 752+12, a point on the center line at the intersection with the line between the property of John Hendrickson and the property of Floyd & L. Hester Thompson, from which point the NorthWest corner of said Lot 1, Section 16, bears N44°51'W, 770 feet distant, more or less; containing 1.00 acre, more or less.

Quit Claim Deed

L.M. Chapman
To
State of Oregon

D --
R --
V Reel 276#24706

R 36850
C --
S --

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The parcel of land to which this description applies contains 9.2 acres, more or less.

Deed

Hurd Lumber
To
Willamette Pacific

D -
R 6-23-13
V 101D258

R 3410
C $1.00 and other good valuable consideration
S -

A strip of land 150 feet in width, being an uniform width of 100 feet on the Northwesterly side, and an uniform width of 50 feet on the Southeasterly side, of the located center line of the porposed construction of the said Willamette Pacific Railroad Company's Railroad, as the same is now surveyed, staked out and located, over and across Lot 6 of Section 15, Township 18 South, Range 11 West, Willamette Meridian. The said located center line being its located "T" center line from a point on the North line of said Lot 6 to a point thereon known as Engineer's Survey Station "T" 548+14.9, and thence its located "V" center line to a point on the west line of said Lot 6; the two said center lines forming a continous center line across said property...

Deed

Hurd Lumber & Navigation Company
To
Willamette Pacific RailRoad Company

D -
R 7-15-13
V 103D101

R 3711
C $1.00 other good valuable consideration
S -

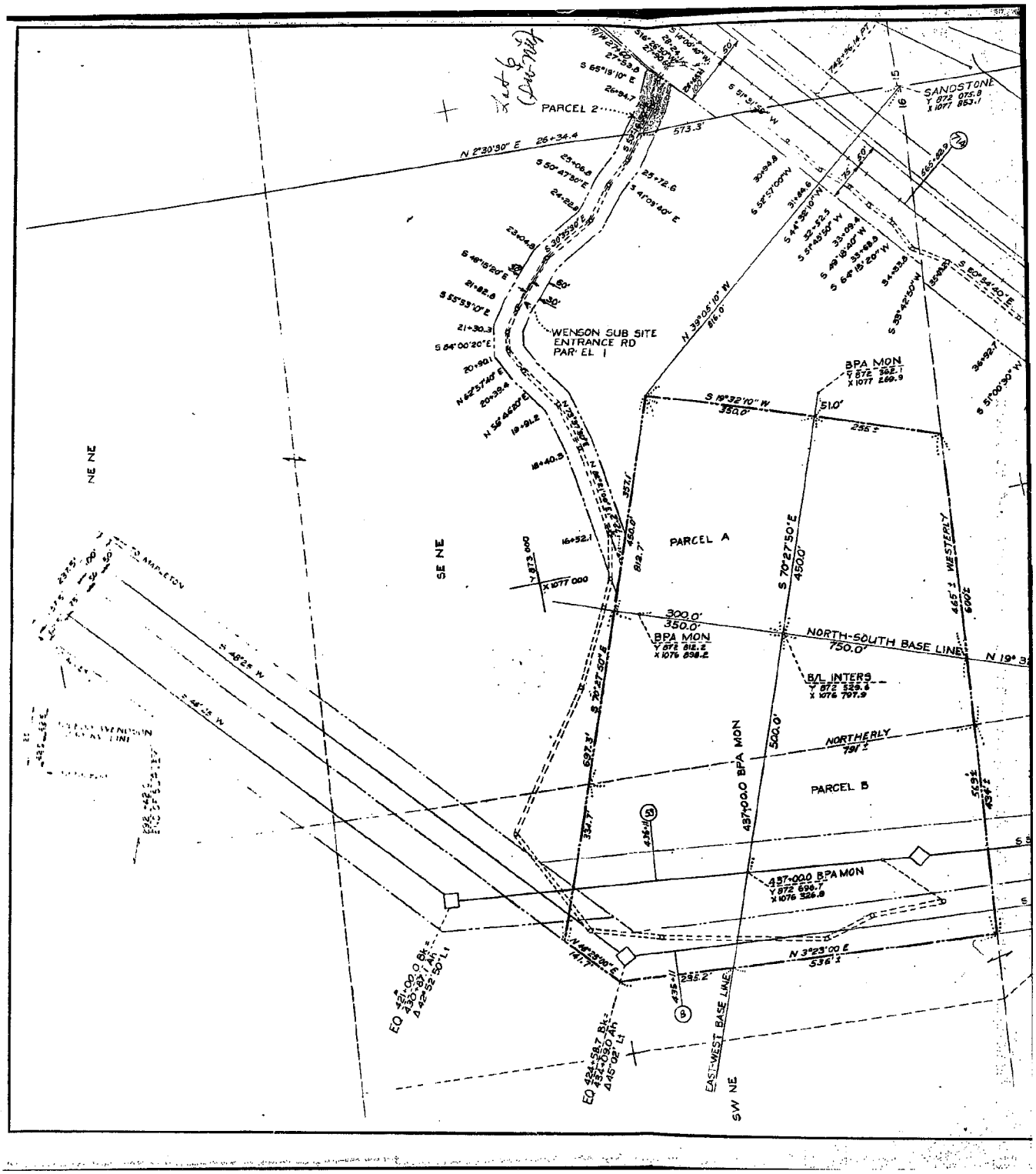
A strip of land 40 feet in width, being an uniform width of 20 feet on each side of the following described center line,---/. Commencing at a point in Lot 6 of Section 15, Township 18 South, Range 11 West, Willamette Meridian, known as Engineer's Survey Station "V" 558+54.6, being a point on the "V" center line of the proposed construction of the said Willamette Pacific Railroad Company's railroad, as said center line is now surveyed, staked out and located: thence North 27°W a distance of 107.1 feet; thence North 10°East a distance of 32 feet; thence North 6°West a distance of 73 feet; thence North 5°East distance of 169 feet; thence North 81°East a distance of 26 feet; thence South 14°East a distance of 50 feet; thence South 27°East a distance of 72 feet; thence South 42°East a distance of 43 feet; thence South 85°East a distance of 48 feet; thence North 13°East a distance of 52 feet; thence North 62°East a distance of 136 feet; thence North 12°East a distance of 29 feet; thence North 16°West a distance of 33 feet; thence North 16°East a distance of 43 feet; thence North 79°East a distance of 81 feet; thence North 50°East a distance of 48 feet; thence North 0°30'W a distance of 92 feet; thence North 71°15' East a distance of 83 feet; thence North 431 East a more or less distance of 35 feet to a point on the North line of said Lot 6.

ALSO: A strip of land 40 feet in width, being an uniform width of 30 feet on the Southeasterly side and an uniform width of 10 feet on the Northwesterly side of the following described center line,---commencing at a point in Lot 6 of Section 15, Township 18 South, Range 11 West, Willamette Meridian, known as Engineer's Survey Station "V" 558+54.6 being a point on the "V" center line of the proposed construction of the said Willamette Pacific Railroad Company's railroad, said center line is now surveyed, staked out and located, thence South27°East a distance of 26.9 feet; thence South 48°30' West a more or less distance of 425 feet to a point on the West line of said Lot 6.

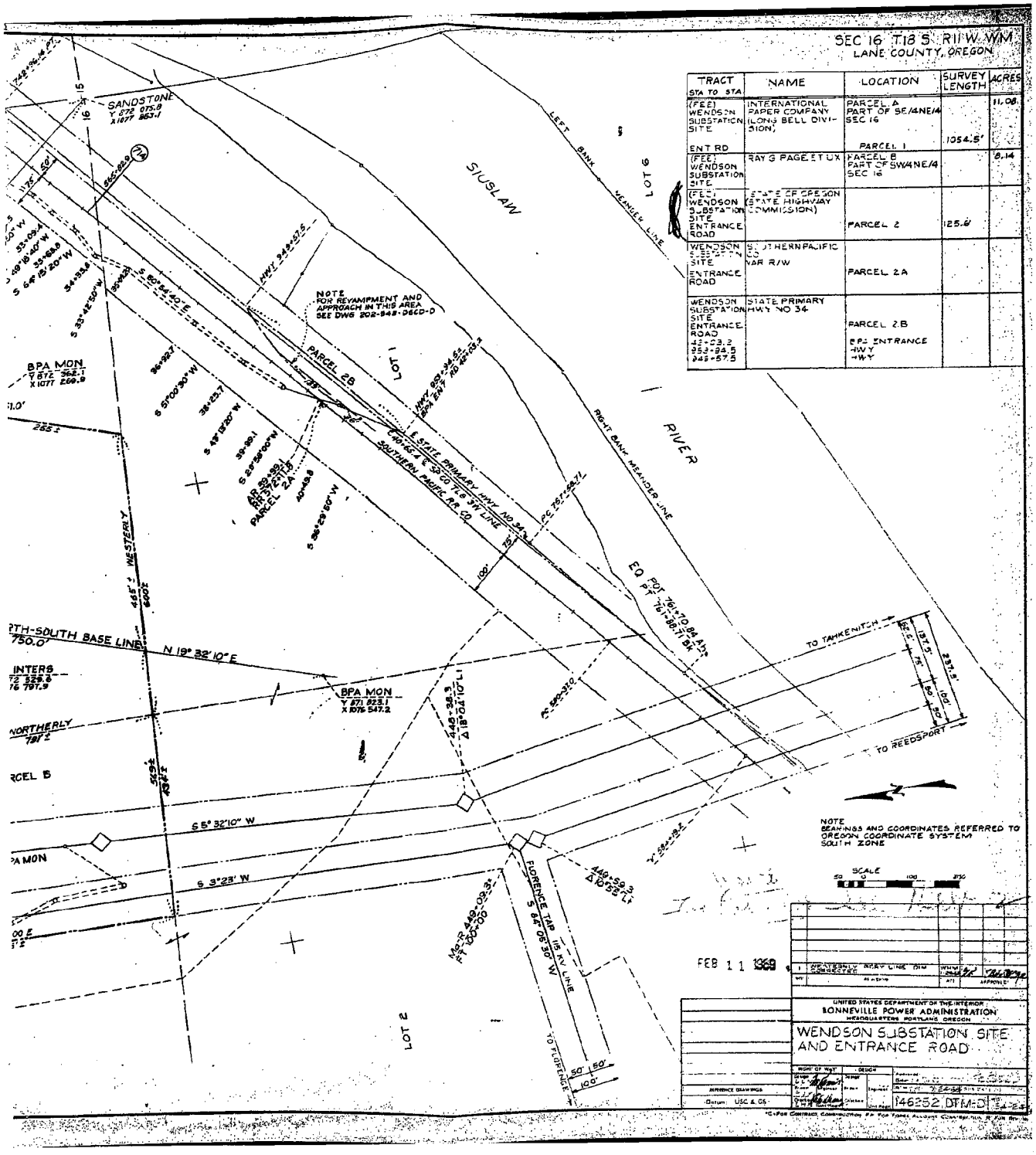
Saving and excepting from the above any portion of that certain 150 foot wide strip of land which the said grantor has conveyed to the said grantee.

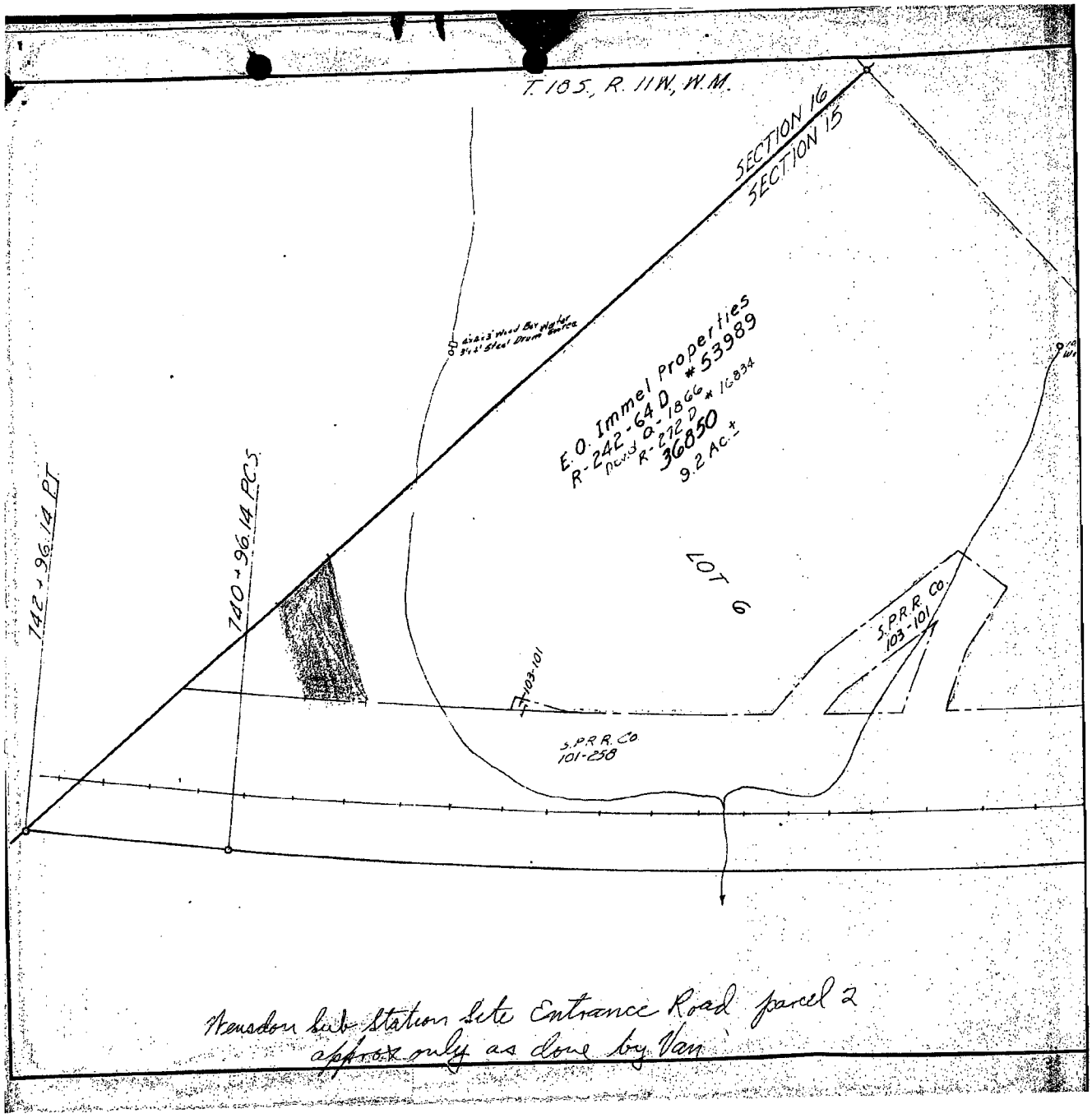
Insert:

North 59° East a distance of 108 feet; thence North 44° East a distance of 118 feet; thence



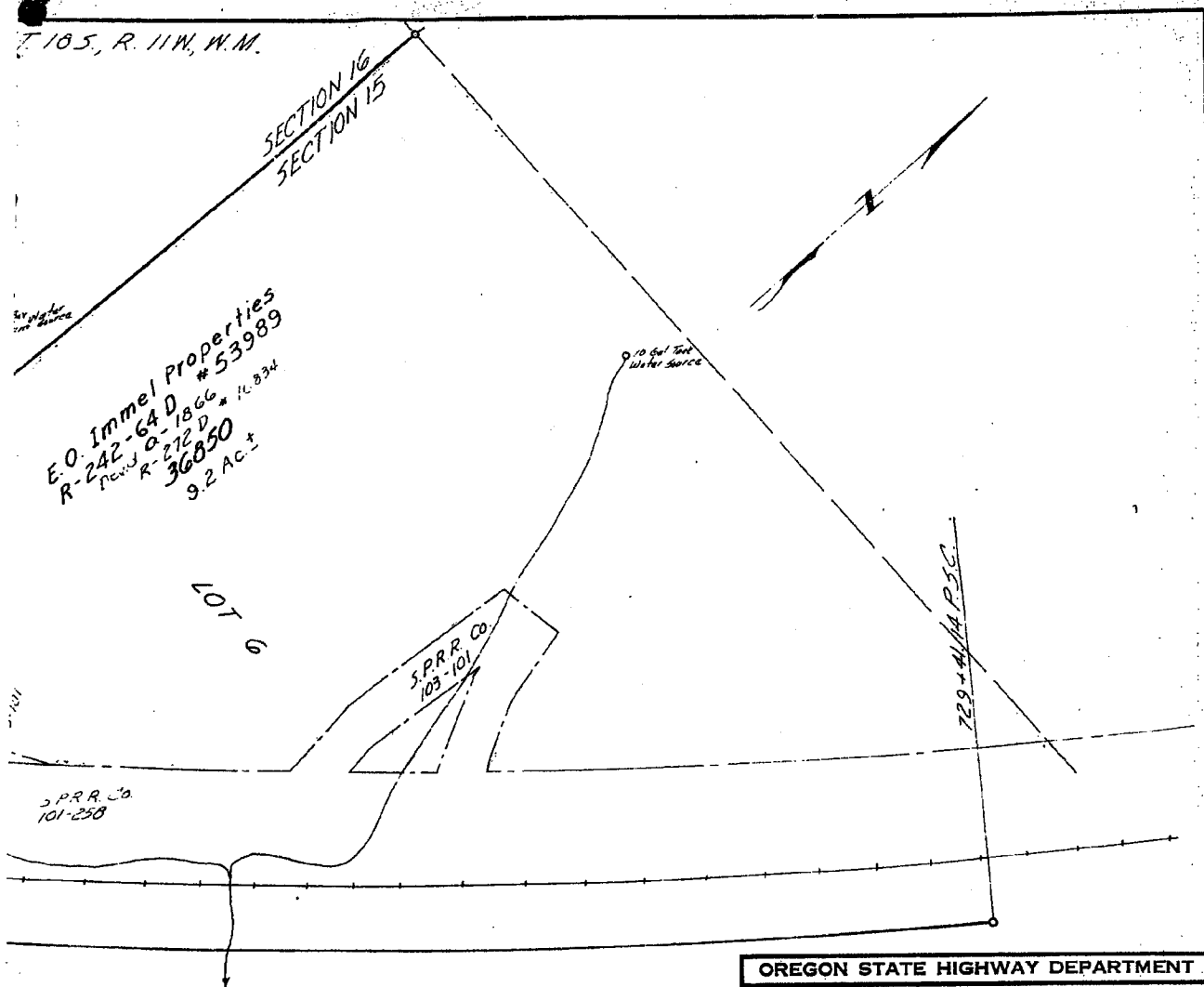
PARCEL 2
SANDSTONE
Y 872 075.8
X 1077 853.1
N 2°30'30" E 26+34.4
573.3'
WENSON SUB SITE
ENTRANCE RD
PARCEL 1
N 39°05'10" W
816.0'
BPA MON
Y 872 362.1
X 1077 269.9
S 19°32'10" W
350.0'
51.0'
PARCEL A
S 70°27'50" E
450.0'
300.0'
350.0'
BPA MON
Y 872 812.2
X 1076 898.2
NORTH-SOUTH BASE LINE
750.0'
B/L INTERS
Y 872 329.6
X 1076 797.9
NORTHERLY
791'±
PARCEL B
437+00.0 BPA MON
500.0'
437+00.0 BPA MON
Y 872 696.7
X 1076 326.8
N 3°23'00 E
536'±
EAST-WEST BASE LINE
SE NE
NE NE
SW NE
465'± WESTERLY
600'±


SEC 16 T18 S R11 W WM
LANE COUNTY, OREGON
TRACT STA TO STA | NAME | LOCATION | SURVEY LENGTH | ACRES
(FEE) WENDSON SUBSTATION SITE | INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION) | PARCEL A PART OF SE/4NE/4 SEC 16 | | 11.08
ENT RD | | PARCEL 1 | 1054.5'
(FEE) WENDSON SUBSTATION SITE | RAY G PAGE ET UX | PARCEL B PART OF SW4NE/4 SEC 16 | | 8.14
(FEE) WENDSON SUBSTATION SITE ENTRANCE ROAD | STATE OF OREGON (STATE HIGHWAY COMMISSION) | PARCEL 2 | 125.6'
WENDSON SUBSTATION SITE ENTRANCE ROAD | SOUTHERN PACIFIC CO VAR R/W | PARCEL 2A
WENDSON SUBSTATION SITE ENTRANCE ROAD | STATE PRIMARY HWY NO 34 | PARCEL 2B
43+03.2 953+94.5 949+57.5 | | BPA ENTRANCE HWY HWY
SANDSTONE
SIUSLAW
RIVER
LEFT BANK MEANDER LINE
RIGHT BANK MEANDER LINE
LOT 6
LOT 1
LOT 2
NOTE FOR REVAMPMENT AND APPROACH IN THIS AREA SEE DWG 202-948-D6CD-D
PARCEL 2B
PARCEL 2A
BPA MON
Y 872 362.1
X 1077 269.9
BPA MON
Y 871 823.1
X 1076 547.2
℄ STATE PRIMARY HWY NO 34
SOUTHERN PACIFIC RR CO
EQ POT 761+70.84 Ah
PT 761+88.71 Bk
TO TAHKENITCH
TO REEDSPORT
TO FLORENCE
FLORENCE TAP 115 KV LINE
S 84° 05' 30" W
S 5° 32' 10" W
S 3° 23' W
N 19° 32' 10" E
WESTERLY
NORTHERLY
INTERS
RCEL B
PA MON
NOTE BEARINGS AND COORDINATES REFERRED TO OREGON COORDINATE SYSTEM SOUTH ZONE
SCALE
FEB 11 1969
WESTERLY BDRY LINE DIM CORRECTED
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND, OREGON
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
146252 DTM-D
REFERENCE DRAWINGS
Datum: USC & GS



Renaudon Sub-Station Site Entrance Road parcel 2
approx only as done by Van

1R-5-1600



OREGON STATE HIGHWAY DEPARTMENT	
From	As Shown
For	Borrow
Highway	Siuslaw
County	Lane
Scale 1"=100'	Date April, 1964

8B-30-3

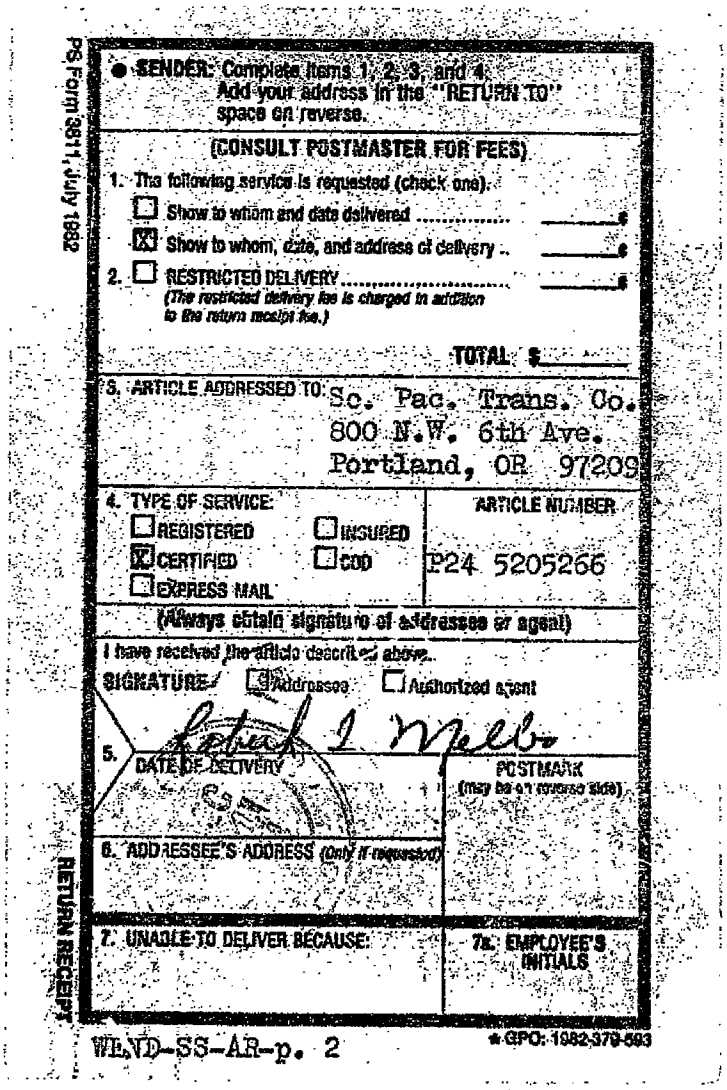
Entrance Road parcel 2
done by Van

WEND-SAR-P2

Sup 1

JAN 2 6 1992

1-7-92



PS Form 3811, July 1982

● SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... ____¢
- ☒ Show to whom, date, and address of delivery .. ____¢

2. ☐ RESTRICTED DELIVERY ..... ____¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $ ____

3. ARTICLE ADDRESSED TO:
So. Pac. Trans. Co.
800 N.W. 6th Ave.
Portland, OR 97209

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
P24 5205266

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY

POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

WEND-SS-AR-p. 2

★ GPO: 1982-378-593

Wendson Substation
Contract No. 14-03-19749

PRIVATE ROAD CROSSING TRACKS AT GRADE

THIS AGREEMENT, made this 1st day of May, 19 71, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation, first party, hereinafter termed "Railroad", and the UNITED STATES DEPARTMENT OF THE INTERIOR, BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON, 97208 second party, hereinafter termed "Licensee";

WITNESSETH:

In consideration of the payment by Licensee to Railroad of One Hundred Dollars ($100) and the faithful performance of all covenants and agreements to be performed by Licensee, as herein contained, and subject to the following conditions, Railroad hereby permits Licensee to use and maintain an existing access road encroachment on the Railroad right of way and to use and maintain an existing access road crossing over Railroad tracks in the SW1/4 NW1/4 of Section 15 and the SE1/4 NE1/4 and Lot 1 of Section 16, all in Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, for entrance to the Wendson Substation, as shown on BPA Drawing No. 146252 DTM-D and Railroad's Drawing No. B-806, attached and made parts hereof.

1. Licensee agrees to pay Railroad as rental, the sum of One Hundred Thirty-Two Dollars ($132) per annum, payable annually.

2. Licensee hereby acknowledges the title of Railroad and its lessor in and to the premises described in this agreement and agrees never to assail or resist said title.

3. Licensee, at Licensee's sole cost and expense, shall construct and thereafter maintain and keep said crossing and encroachment in good repair at all times to the satisfaction of Railroad. Licensee shall keep said crossing and the flangeways of the tracks free and clear of all rubbish and debris.

4. In the event right of way fences are now, or at some future time, installed and maintained at or adjacent to said crossing, Licensee, at Licensee's sole cost and expense, shall provide and erect such fence gates thereat as may be designated by Railroad; said gates shall be approved by Railroad and shall be erected to its satisfaction. Licensee thenceforth shall maintain and keep said gates in good repair to the satisfaction of Railroad and shall keep said gates closed and securely fastened at all times, except when said crossing is actually being used.

5. Licensee agrees that all trucks and other vehicles shall come to a complete stop before crossing the tracks of Railroad at said crossing and shall not proceed thereover until it has been ascertained that it is safe to do so. Licensee shall not obstruct or interfere with the passage of Railroad's trains and shall not permit said crossing to be used by the public or by any person or persons except Licensee, Licensee's guests, tenants, employees and persons having business with Licensee, it being expressly understood and agreed that said crossing is a private one and is not intended for public use.

6. Roadway signs, whistle signs and stop signs shall be constructed and maintained at the expense of Licensee at such locations and in such form as may be designated by Railroad. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the construction and maintenance of said roadway and said signs.

7. In consideration of the rights, privileges and license granted herein to Licensee and of Rairoad's exposure to hazard by reason of the construction, maintenance and use of said crossing, which hazard would not exist were such crossing not to be installed, maintained or used, it is agreed that Railroad, its successors, assigns and Lessor, shall not be liable to Licensee for loss or

destruction of or damage to any property of Licensee while upon, about or in the use of said crossing.

8. If Licensee shall fail, neglect or refuse to keep, observe or perform any of the conditions, covenants or agreements herein contained, upon written notice by Railroad to Licensee specifying the nature of such failure, neglect or refusal and the failure of the Licensee to correct or remedy the same promptly, the Railroad may terminate this agreement. Should Licensee cease to use or abandon said crossing, this agreement may be terminated by either party by giving thirty (30) days' notice in writing to the other.

9. Upon any expiration or termination of this agreement, all rights and privileges hereby given shall cease and determine and Licensee, at Licensee's sole cost and expense, shall remove said crossing, leaving the area occupied thereby in a neat and clean condition.

10. Licensee agrees that it will not construct, alter or repair structures of any character upon the above-mentioned premises without the written consent of the Railroad first had and obtained, except necessary emergency repairs.

11. In the event such written consent is given pursuant to Section 10, Licensee will not commence any construction, alteration or repair until fifteen (15) days after such written consent is given by Railroad.

12. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons who perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

13. The covenants and provisions of Section 7 hereof, shall inure to the benefit of each and all of the affiliated companies of

Railroad and any other railroad company that may be lawfully operating upon and over the tracks at said crossing, and wherever the word "Railroad" is used in said Section 7 herein, it shall be construed to include each and all of the affiliated companies of Railroad and any railroad company that may be lawfully operating upon and over the said tracks at said crossing.

14. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install a train indicator, together with necessary actuating and operating circuits and adequate instrument housing at said crossing. Installation of and all materials for said train indicator shall be in accordance with Railroad's usual standards. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith; provided, however, that such cost and expense shall not exceed Ten Thousand Six Hundred Twenty Dollars ($10,620).

Railroad shall maintain said train indicator and Licensee shall reimburse Railroad annually for all cost and expense incurred by Railroad in connection therewith. The present annual maintenance cost is Three Hundred Sixty Dollars ($360) based on twelve (12) Association of American Railroad's signal units at Thirty Dollars ($30) per unit, per annum. The number of units listed herein is an estimate only and the annual maintenance cost shall be based on the actual number of units included in the signal installation. Such maintenance cost shall be subject to adjustment in accordance with fluctuating costs of labor and materials.

15. Any contractor performing work on the property of Railroad in connection with construction, maintenance and use of said roadway by Licensee shall enter into Railroad's standard form of Contractor's Agreement prior to commencing work on Railroad's premises.

16. Licensee shall not assign or transfer this agreement in whole

or in part without the written consent of Railroad first had and obtained.

17. This agreement is subject and subordinate to any and all permits, leases and grants heretofore made and now in effect upon the premises over which said crossing is to be constructed.

18. This agreement shall be binding upon the successors and assigns of the parties hereto, and the words and phrases hereinabove used are to be strictly construed; that is to say, the same are to be given their full, exact and technical meaning and shall not be extended by implication beyond the literal meaning thereof.

19. All expenditures to be made by Licensee under the provisions of this agreement shall be subject to appropriations being available for the purpose.

20. The Railroad warrants that no person or selling agency has been employed or retained to solicit or secure this lease contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Railroad for the purposes of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

21. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have caused these presents

to be executed in duplicate the day and year first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By _____
(Title) General Manager

Attest: _____
Assistant Secretary

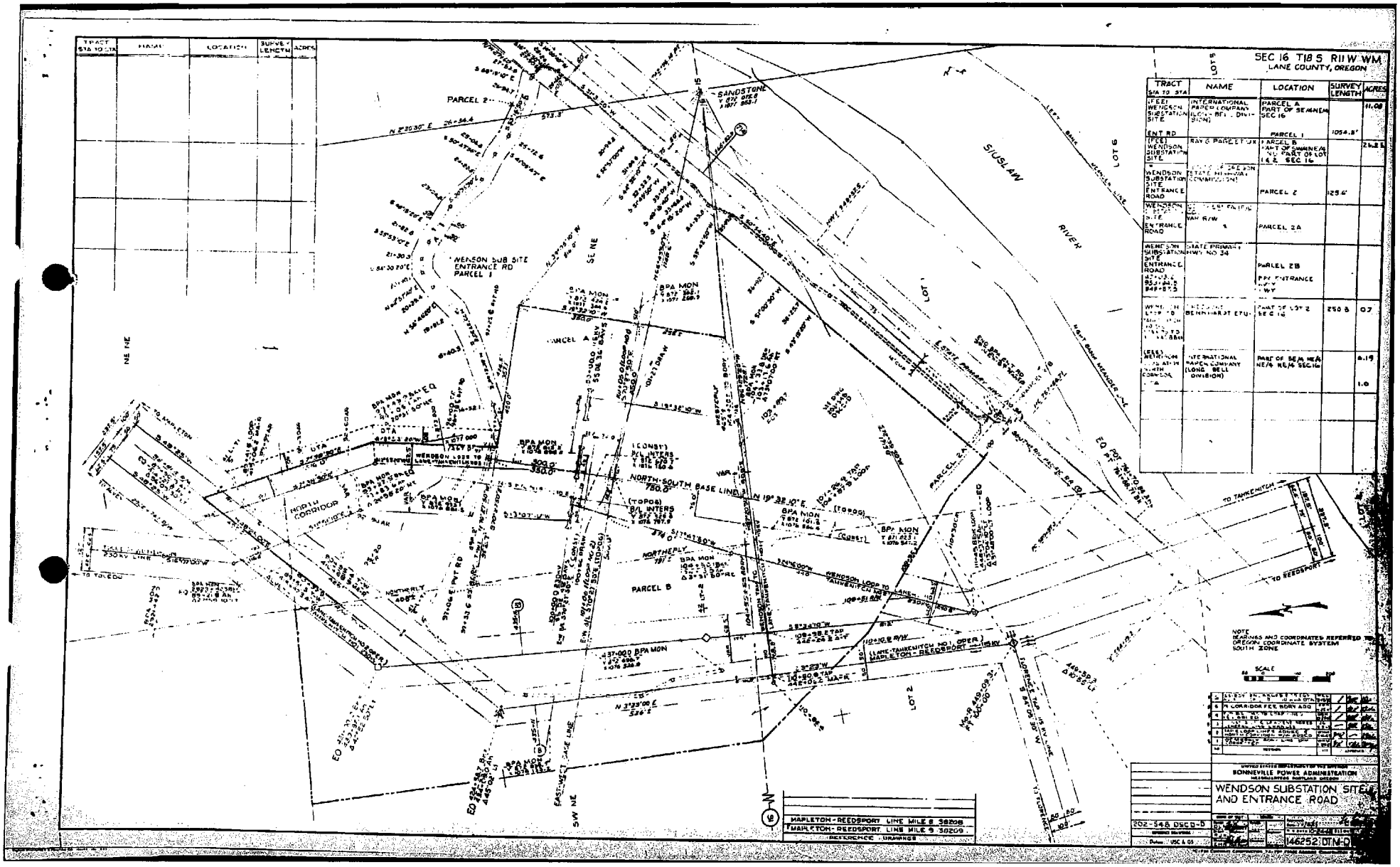
UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

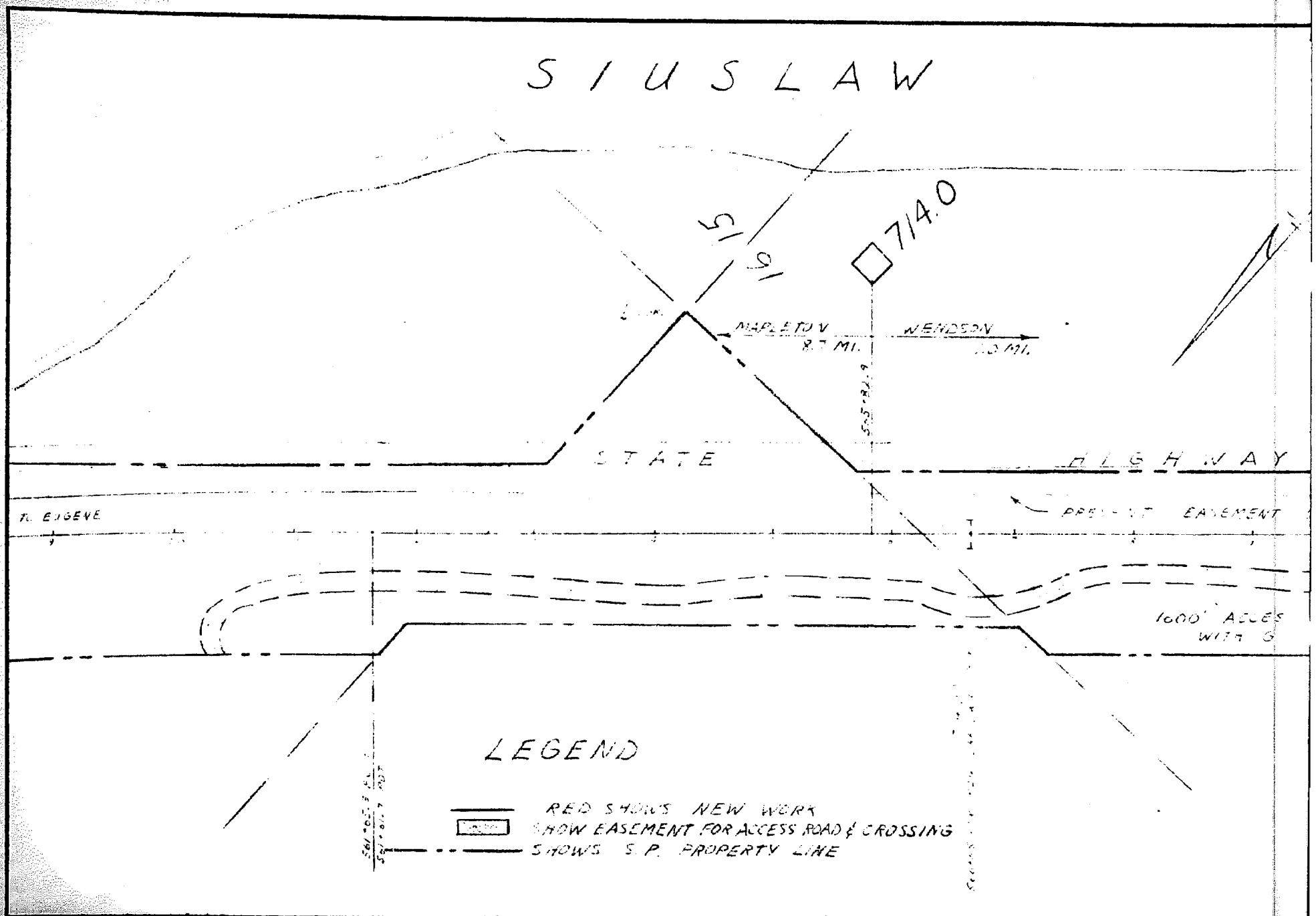
By _____
~~Max L. McMillin~~ John V. Mulcahy
~~Head, Title Section~~
Chief, Branch of Land

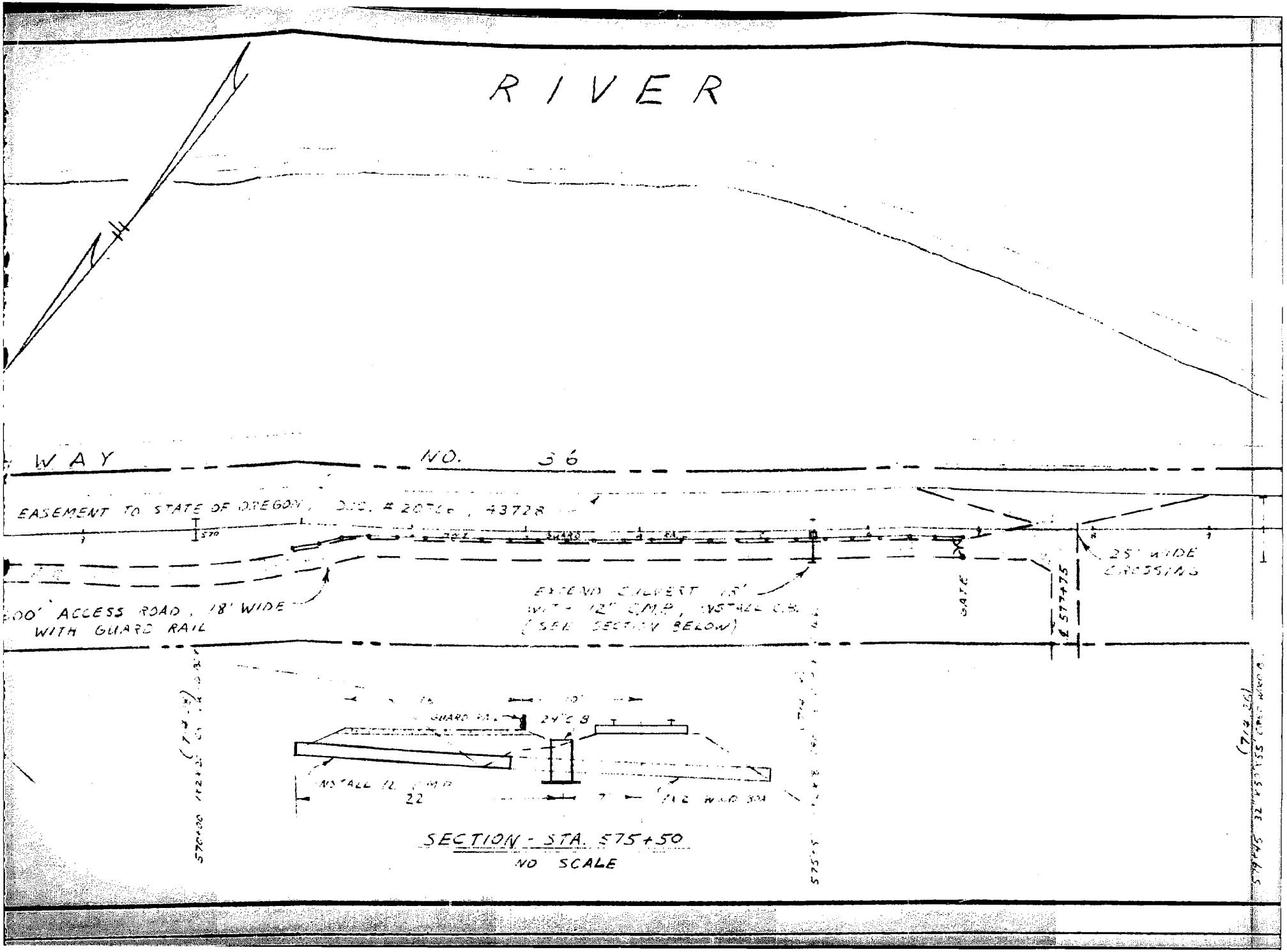
Witnessed By:

_____

_____

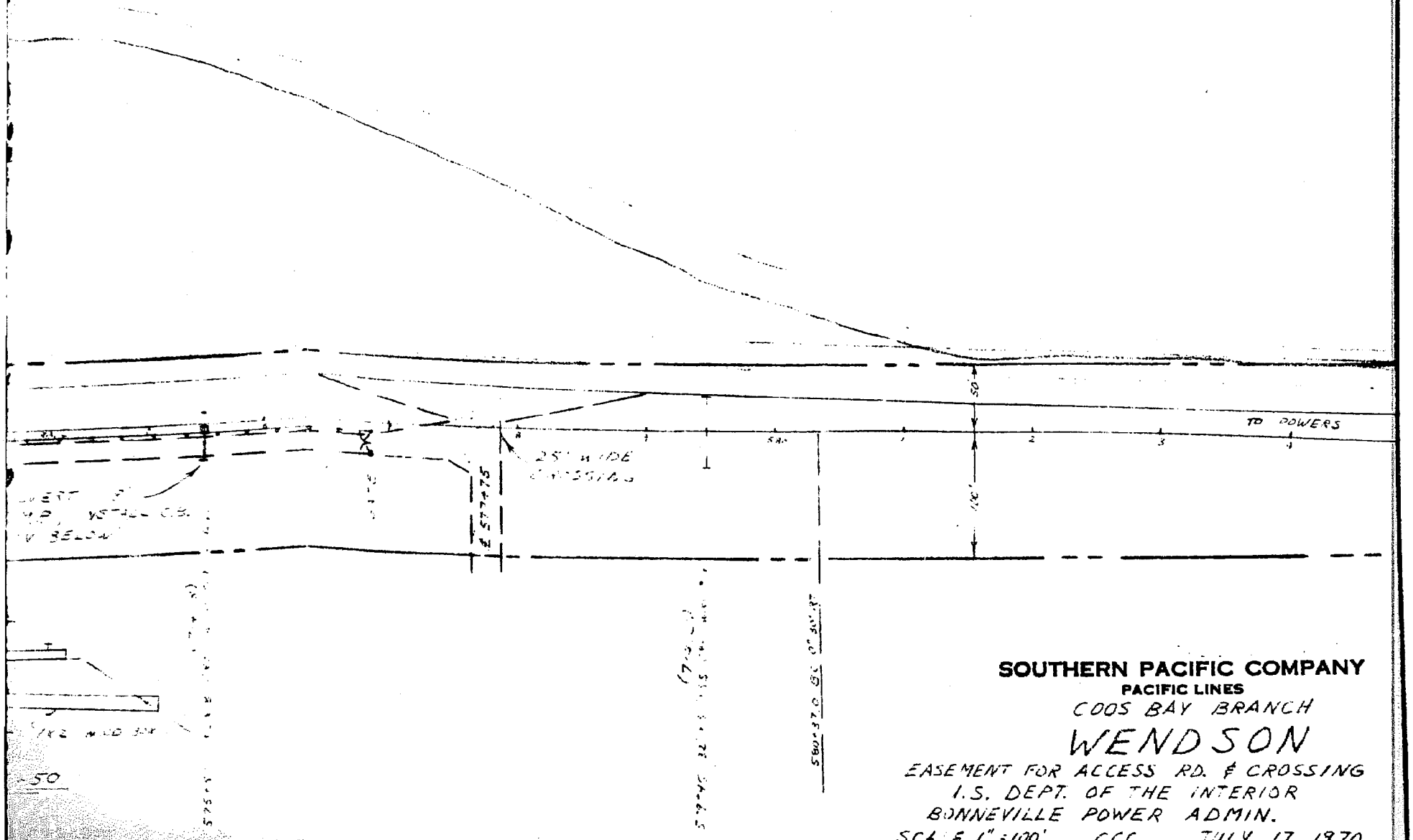

SEC 16 T18 S R11 W WM
LANE COUNTY, OREGON
TRACT STA TO STA
NAME
LOCATION
SURVEY LENGTH
ACRES
WENDSON SUBSTATION SITE
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL A PART OF SE¼NE¼ SEC 16
11.08
ENT RD
PARCEL 1
1054.8'
WENDSON SUBSTATION SITE
RAY & PARCEL FOR
PARCEL B PART OF SW¼NE¼ & NW¼SE¼ PART OF LOT 1 & 2 SEC 16
2.42
WENDSON SUBSTATION SITE ENTRANCE ROAD
PARCEL 2
125.6'
PARCEL 2A
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE PRIMARY HWY NO 34
PARCEL 2B
PART OF LOT 2 SEC 16
250.8
0.7
LESS 1 RESERVATION TO ATCH
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PART OF SE¼ NE¼ NE¼ NE¼ SEC 16
4.19
1.0
PARCEL 1
PARCEL 2
PARCEL A
PARCEL B
WENDSON SUB SITE ENTRANCE RD PARCEL 1
SANDSTONE
SIUSLAW RIVER
LOT 6
LOT 1
LOT 2
NE NE
SE NE
SW NE
NORTH-SOUTH BASE LINE
N 19° 32' 10" E
750.0'
N 2° 30' 30" E 264.4
573.3'
N 3° 23' 00" E 526.5'
PARCEL 2
BPA MON
(CONST)
(TOPOS)
B/L INTERS
NORTH CORRIDOR
WENDSON LOOP TO TAP
WENDSON LOOP TO TAP (LANE-TAKENITCH NO 1 OPER)
MAPLETON-REEDSPORT LINE NO 1 115 KV
TO TAKENITCH
TO REEDSPORT
TO TOLEDO
TO MAPLETON
EQ PT
NOTE BEARINGS AND COORDINATES REFERRED TO OREGON COORDINATE SYSTEM SOUTH ZONE
SCALE
MAPLETON-REEDSPORT LINE MILE 8 38208
MAPLETON-REEDSPORT LINE MILE 9 38209
REFERENCE DRAWINGS
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
202-548 DSCD-5
146252 DTN-D


SIUSLAW
714.0
MAPLETON
WENDSON
STATE
HIGHWAY
EASEMENT
1000' ACCES
WITH G
LEGEND
RED SHOWS NEW WORK
SHOW EASEMENT FOR ACCESS ROAD & CROSSING
SHOWS S.P. PROPERTY LINE


RIVER
WAY NO. 36
EASEMENT TO STATE OF OREGON, DOC. # 20766, 43728
570
GUARD RAIL
25' WIDE CROSSING
GATE
℄ 577+75
600' ACCESS ROAD, 18' WIDE WITH GUARD RAIL
EXTEND CULVERT 18' WITH 12" C.M.P., INSTALL C.B. (SEE SECTION BELOW)
GUARD RAIL
24" C.B.
INSTALL 12" C.M.P.
22
7
SECTION - STA. 575+50
NO SCALE

E R

OREGON DIV'N.
DRAWING B-806
SHEET NO.



SOUTHERN PACIFIC COMPANY
PACIFIC LINES
COOS BAY BRANCH
WENDSON
EASEMENT FOR ACCESS RD. & CROSSING
I.S. DEPT. OF THE INTERIOR
BONNEVILLE POWER ADMIN.
SCALE 1" = 100' CCC JULY 17, 1970

DRAWER

19-88020

DISBURSEMENT VOUCHER

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621, PORTLAND, OREGON 97208

PREP DATE Sept. 24, 1974

VOUCHER NO. 5M05764
SCHED 5M 448
AMOUNT $ 2,569.73
EXAM/AUD BY HR

PAYEE

Southern Pacific Transportation Company

APPROP: 14 x 0326

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA		REMARKS
GROSS AMOUNT	$	09-040
DEDUCTIONS:		
Discount		
Retained percentage		
Corrections (explain below)		
Other		
NET AMOUNT TO BE PAID	$	

STATEMENTS

To pay for work performed under Contract No. 14-03-19749, in accordance with evidence in attached file, and Bill No. 498342.

Approved for $2,569.73

Max L. McMillin
Head, Title Section

SEP 25 1974

ACCOUNT CLASSIFICATION

ORG (13–16)	OBJ (17–18)	ACCT (19–23)	W.O. (24–29)	LOCATION (30–35)	WDFO (36–39)	PURCHASE ORDER NO. (45–50)	RECEIVING REPORT NO. (51–56)	MISCELLANEOUS DESCRIPTION (57–69)	AMOUNT (70–80)
ELX	25	11730	134-24			EN5166			2,569.73

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 360 Rev. July 1972

DISBURSEMENT VOUCHER
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621, PORTLAND, OREGON 97208

[redacted] PREP DATE June 2, 1971

[redacted] 1M21068

SCH NO. **1M2418**

AMOUNT $100.00

EXAM AUD BY bas KK

PAYEE

Southern Pacific Transportation Company

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA	REMARKS
GROSS AMOUNT ..... $	
DEDUCTIONS:	
Discount	
Retained percentage	
Corrections (explain below)	
Other	6 -006
NET AMOUNT TO BE PAID ..... $	

STATEMENTS

To pay for use and maintenance of existing access road encroachment on RR right-of-way and access road crossing over RR tracks for entrance to Wendson Substation.

APPROVED FOR $100.00

By Conrad Nystrom
Conrad Nystrom
Acting Head, Title Section
Branch of Land

JUN 3 1971

ACCOUNT CLASSIFICATION

ORG	ACCT	WORK ORDER	OBJ	F	RECEIVING REPORTING	[illegible]	[illegible]	[illegible]	CHECK
1-12	15-18	19-23	24-25	26	27-38	39-46	47-53	54-63	64-75
~~35~~	~~1174~~	~~134-24~~	~~32~~					~~100~~	
	2417					EN0071		100	

th

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date **June 11, 1971**

In reply refer to:
Tract No.(x) **Wendson Substation**

Southern Pacific Transportation Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

We enclose herewith United States Treasurer's check No. **61,149,129** drawn to the order of **your company**

in the amount of $**100.00** . This is in payment for the rights acquired across the above-numbered tract(x).

The payee's copy of the voucher is also attached for your records. This shows the distribution of the consideration and the nature and purpose of the acquisition.

We believe this completes the transaction and wish to thank you for the cooperation you have given us.

Contract No. 14-03-19749 has been assigned to the agreement. Please add this to your copy of the instrument.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc:
Official File - ELA-10

ELF:BASchomer:bas

BPA 379
Rev. Oct. 1967

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. Wendson Substation
Contract No. 14-03-19749

LAND OBLIGATION NOTIFICATION

DATE Sept. 24, 1974

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Southern Pacific Transportation Company

REQUEST IS MADE FOR ☐ INCREASE IN ☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

Work completed under Contr. 14-03-19749

Helen Rebman
(Signed)

DESCRIPTION	ORG	OBJ	ACCT	W.O.	LOCATION	AMOUNT
EN5186	ELX	25	~~11750~~ 11730	134-24		$2,569.73

BPA 10
Rev. 2-24-59

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. Wendson Substn.
Entrance Road

LAND OBLIGATION NOTIFICATION

DATE June 2, 1971

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Southern Pacific Transportation Company

REQUEST IS MADE FOR ☐ INCREASE IN
☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

_____

Conveyances Examiner *(Signed)*

DESCRIPTION	ORG SYM	ACTIVITY	WORK ORDER	OBJECT CLASS	AMOUNT
EN 71	35	1174	134-24	32	$100.00

S-2640

Southern Pacific
Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

IN REPLY PLEASE REFER TO
323-4

May 28, 1971

OFFICIAL FILE COPY
No. Date 6-2-71
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
United States Department of the Interior
Bonneville, Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to previous correspondence concerning proposed private road crossing and roadway agreement at Wendson, Oregon on the Coos Bay Branch.

Attached is a fully executed counterpart of the agreement for your records.

Yours truly,
A W Kilborn

Att.

ELMC
Wendson SS

November 3, 1976

Mr. Ray Lockwood
General Services Administration
Real Property Division
Public Buildings Service
Auburn, Washington 98002

Dear Mr. Lockwood:

In response to your request, forwarded herewith is a copy of the Administration's agreement with Southern Pacific Transportation Company for the access road to Wendson Substation Site.

Sincerely yours,

Margaret M. Kageler, Head,
Title and Land Management Section
Branch of Land

Enclosure:
Agreement

GHoward:jb

cc:
Official File - ELMA
Circ. File - EL
Disp. File - ELMC

EKSC

February 9, 1976

Dezendorf, Spears, Lubersky & Campbell
Attorneys at Law
Attention: Mark S. Dobson
800 Pacific Building
Portland, Oregon 97204

Gentlemen:

Subject: Wendson Substation, Contract No. 2330A, W.O.'s 134-24 and 134-35

We have researched our records on both your client's Bill No. 471472 and Bill No. 491825.

Bill No. 471472 was paid by Check No. 55-075,215, dated September 3, 1975 and issued in the amount of $2,374.80. Payment was mailed to:

Southern Pacific Transportation Company
San Francisco, California 94144

A post office box number was not included in the address. We will try to obtain a photo copy of the cancelled check. This might take some time, since the records are in Denver, Colorado.

Bill No. 491825 and a copy of your letter has been forwarded to Mr. Max L. McMillin, Head, Title Section for BPA. He will contact you concerning this payment.

Sincerely yours,

Carlyle Brown

Carlyle Brown
Head, Substation Construction Section

JL Berns:jml

cc:
M. McMillin - EL
W. Muchow - SRKG
W. Simpson - EK
Official File - EKSC

2/12/76: Jeff Berns of S.S. Construction called & said that since this expense was incurred in order to make a substation usable, he would see to it that the bill was paid.
MLM

DEZENDORF, SPEARS, LUBERSKY & CAMPBELL
(DEY, HAMPSON & NELSON)
(KOERNER, YOUNG, McCOLLOCH & DEZENDORF)
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON 97204
(503) 226-6151

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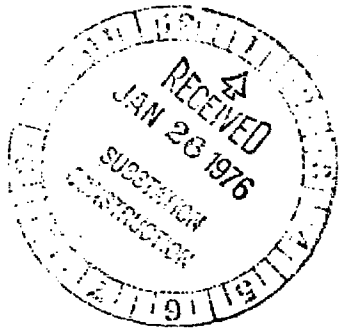
CHARLES J. PRUITT
MARK S. DODSON
JOSEPH A. BRISLIN
NELSON D. ATKIN, II
DAVID B. MARKOWITZ
JAMES E. BARTELS
DAVID H. WILSON, JR.
GEORGE M. GALLOWAY
JOHN C. STEVASON
ERIC H. CARLSON
MICHAEL J. LILLY

January 23, 1976



Mr. Carlyle Brown
Head, Substation Construction Section
United States Department of the Interior
Bonneville Power Administration
P. O. Box 491
Vancouver, Washington 98660

Re: Construction of the 230/115
K. V. Wendson Substation
Inv. No. 2330, Contract No.
14-03-2330A, W. O.'s 134-24
and 134-35

Dear Mr. Brown:

Enclosed is a copy of the original Bill No. 471472, including penciled revisions made partially at your request in 1973, in the revised amount of $2,374.80 and a copy of Bill No. 491825 in the amount of $2,961.42. We have been advised that these two bills relative to construction of a longitudinal substation access road between MP 713.89 and MP 714.22 and the grade crossing at MP 714.22 Wendson-Coos Bay Branch are still outstanding.

The enclosed bills have now been referred to the legal department for collection. You suggested in 1974 that these bills should have been settled and paid long ago. Therefore, we hesitate to begin legal proceedings without once again confirming that the bills have not been paid and examining the reason for Bonneville Power Administration's failure to make payment.

I have personally reviewed the file relating to Bill No. 491825 for expenses incurred in connection with the installation of train indicators and construction of the private crossing for Bonneville Power Administration. I am unable to find any stated reason

for the failure to pay this bill. Our file contains a letter from Max L. McMillin, Head, Title Section of Bonneville Power Administration, which makes special references to the train detector located at the private crossing at MP 714.22 at Wendson on the Coos Bay Branch. On October 2nd, 1974, however, Charles T. Babers, Superintendent of the Oregon Division of Southern Pacific Transportation Company, responded to the concerns voiced by Mr. McMillin and proposed the installation of new equipment which appeared to be more suitable to the situation described by Mr. McMillin. We have no record of any response from the BPA which would authorize the railroad to request formal authority and the preparation of an agreement for BPA's execution. Therefore, we have no record of any stated reason for the nonpayment of the $2,961.42, which, according to our records, is still outstanding on Bill No. 491825.

In reference to Bill No. 471472, I have reviewed all of your letters responding to this bill and in contrast to Bill No. 491825, I think I understand your position. It is important to point out, however, that you admit that your activities caused some damage to railroad property. The substance of your objection is to the amount, not the bill. You argue that the railroad has not billed the BPA for repairs relating directly to this damage. We must point out that the railroad has already revised the bill once at your request and subsequent letters demonstrate the railroad's good faith in responding to your concerns.

Enclosed for your convenient reference are copies of letters from Mr. Babers dated June 3, 1975 and February 5, 1975 which not only respond directly to your objections but further substantiate the amount of revised Bill No. 471472. The railroad has advised us that you have not responded to these painstaking efforts to review the billing and, therefore, the railroad has been forced to refer this bill along with Bill No. 491825 to the law department for collection.

In the absence of any reply, I must assume that you still feel that a portion of Bill No. 471472 includes expenses which the railroad would ordinarily have incurred as part of its general maintenance. Without discussing the obvious cost required in moving a special train crew directly to a site on short notice to repair the roadway, I must point out that I have also reviewed the railroad's out of pocket costs for materials and labor. From my own review it is apparent that the BPA has only been charged a portion of the costs the railroad incurred in repairing the damage to the roadway. Photos taken shortly after the repair confirm that 199 new ties were placed in the roadway. The enclosed material confirms that from the outset the BPA has only been billed for 100 new ties. Therefore, even this cursory examination of the records in our file suggests that the railroad had already incurred additional expenses which were not even billed to the BPA before the railroad agreed to revise the bill at your suggestion.

Please advise me directly if during the extended correspondence on this matter these two bills were simply overlooked by the BPA. If, on the other hand, there are reasons for nonpayment which are not disclosed in our file, this information should be forwarded to us immediately. I must ask for a response within 15 days from the date of this letter indicating whether or not these bills are to be paid so that we can close this file or commence legal proceedings which will ultimately dispose of this matter.

All correspondence should be addressed directly to me at this office so we can expedite any resolution of this matter and avoid the expense of a lawsuit in the interim.

Very truly yours,

DEZENDORF, SPEARS, LUBERSKY & CAMPBELL

By Mark S. Dodson

Mark S. Dodson

Enclosures

Bill No.
Quote above number when remitting

Month's Account DEC 1972
5 Dept. No.
Date Made JAN 10 1973

19

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY D

12

Bonneville Power Administration
Portland, Oregon
97203

Please return copy of this bill with remittance
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box 44252
San Francisco, California 94144

For expense incurred in connection with repairs to track at MP 9[illegible] Wendson, Oregon. Per Grant No. L-[illegible] Month of February 1972		$[illegible]
[illegible]	[illegible]	[illegible]

[illegible]UTION:

For further information address
MANAGER, EQUIPMENT AND
MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California

JAN 11 1973

[illegible]ED AS TO _____ PRICES _____ CERTIFIED _____ APPROVED _____
[illegible]IONS E-2 CONTRACT Jan 1-10-73 APPROVED FOR [illegible] AUDITED _____
MANAGER, DISBURSEMENTS ACCOUNTING
[illegible]GS _____ APPROVED _____
Manager, Equipment and Miscellaneous Accounting

25-28 EXP OBS	29-31 EIN	33-34 MAT CL	35-37 MAJ ACCT	39-41 SUB ACCT	42 [illegible]	44-47 MIN CODE	48-49 MIN SUB	50-51 STAT CO	56-60 W O NUMBER	61-64 E A C	71-80 DEBIT	71-80 CREDIT
			[illegible]	[illegible]							[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	[illegible]			[illegible]	[illegible]			
[illegible]	[illegible]		[illegible]		[illegible]			[illegible]	[illegible]			
[illegible]	[illegible]		[illegible]		[illegible]			[illegible]	[illegible]			
[illegible]	[illegible]		[illegible]		[illegible]			[illegible]	[illegible]			
[illegible]	[illegible]		[illegible]		[illegible]			[illegible]	[illegible]			

Binding Margin

BILLS COLLECTIBLE LEDGER COPY

BONNEVILLE POWER ADMINISTRATION 11-27-4
PORTLAND OREGON
97208

BILL AUDIT NO - 471472
MONTHS ACCOUNT -
ACCTG DEPT NO -
DATE MADE -

D THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. SO: SA- L-1664

TRACK REPAIRS

72 SPOT TAMPER 422R	37.000 HRS	251.65	
72 EXTRA GANG NO 26	199.000 HRS	1157.78	
		1409.43	
PERSONAL EXPENSE			
72 W H REAM MEALS AND LODGING		5.90	5.90
MATERIAL			
~~.00 TONS CRUSHED ROCK~~		~~324.00~~	S/B 180 TONS $1.20
~~.00 TONS CRUSHED ROCK~~		~~324.00~~	S/B $[illegible]
.00 7X9X9 CREO CROSS TIES		600.99	
.00 6 INCH TRACK SPIKES		33.98	
		~~1,[illegible]~~	S/B 850.97
EQUIPMENT RENTAL			
72 422R SPOT TAMPER	4.000 DA	17 days 68.00	
72 P 335 TRUCK TRANSPORTATION	4.000 DA	35.00	103.00

BONNEVILLE POWER ADMINISTRATION 11-27-4
PORTLAND OREGON
97208

BILL AUDIT NO - [illegible]
MONTHS ACCOUNT -
ACCTG DEPT NO -
DATE MADE -

THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. SOI SA- L-1664

ISCELLANEOUS		
72SPOT TAMPER GANG MEALS-LODGE	5.50	5.50
TOTAL TRACK REPAIRS		5/82 374.80
		~~2866.80~~
TAL BILL		2866.80
		5/82 374.80

S-130-P
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 491825
Quote above number when remitting

Month's Account Sept. 1972
Dept. No.
Date Made Sept. 26 1972

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

Bonneville Power Administration
U.S. Dept. of Interior
Portland, Oregon
97208

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box ~~3809~~ 44252
San Francisco, California ~~94120~~ 94144

...r expense incurred in connection with ...stallation of train indicators to private ...ng for Bonneville Power Administration ...Hendson, Oregon per Gmo 76193 ...r agreement no. CS-166484 R-9160		
Detail attached		
Amount Due		2961.42

...RIBUTION:

calc.

For further information address:
MANAGER, EQUIPMENT AND
MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California 94105

...ED AS TO _____ PRICES _____ CERTIFIED P. Pierre APPROVED _____
...SIONS 0-3 CONTRACT Litt. 9-29-72 APPROVED FOR M. McCaffery AUDITED _____
...NGS _____ MANAGER, DISBURSEMENTS ACCOUNTING
APPROVED _____
Manager, Equipment and Miscellaneous Accounting

25-26 EXP DES	29-31 EIN	33-34 MAT CL	35-37 MAJ ACCT	39-41 SUB ACCT	42	44-47 MIN CLDS	48-49 MIN SUB	50-51 STAT CD	56-60 WO NUMBER	61-64	71-80 DEBIT	71-80 CREDIT

11-60

CS-466

Sheet No. 2

DETAIL OF DOCUMENT

Dept. No.

Bonneville Power Administration Gno 76193 Form _____ Audit No. _____

11 L/M	17-18 DIV.	25-28 EXP DES	29-31 EIN	33-34 MAT CL	35-37 MAJ ACCT.	39-41 SUB ACCT.	42	44-47 MIN CODE	48-49 MIN SUB	50-51 STAT CD	56-60 W/O NUMBER	61-64 E A C	71-80 DEBIT	71-80 CREDIT
	42				743	81							2961 42	
2	5	7169	851		249		3			33	10000	C440		11 8
2	5	2509	850		249		3			33	10000	C440		3 0
1	5	1069	850		249		3			33	10000	C470		186
2	5	7169	851		249		3			33	10000	C470		36 12
2	5	2509	850		249		3			33	10000	C470	1245 44	
2	5	2509	850		249		3			33	10000	C470		41 83
2	15	7169	852		274		3			33	10000	0400		19 19
2	15	7177	817		277		3			33	10000	0400		26 35
2	15	7169	851		452	1	3	62		33	10000	0410		2 30
	5	2509	850		477	60		1165			76193	0470		3648 71
	42				510	4		3						173 51
	42				761	2		2						60 30

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. L28

FOR EXPENSE INCURRED IN CONNECTION WITH INSTALLATION OF TRAIN INDICATORS AT PRIVATE CROSSING FOR BONNIVILLE POWER ADMINISTRATION AT WENDSON, OREGON PER GMO NUMBER 76193 PER AGREEMENT NO L-166484 R-9160

S U M M A R Y

1-SIGNAL	2929.18
2-FINAL ENGR	32.24
T O T A L B I L L	2961.42

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. L28

1-SIGNAL

LABOR					
5 71 SIGNAL GANG #7	96.000 HRS AT 3.7625			361.20	
5 71 ELECTRIC SHOP #52	28.000 HRS AT 4.2283			118.39	
				479.59	
PLUS- 6.500% VACATION ALL		ON	479.59	31.17	
2.500% PD HOLIDAY		ON	479.59	11.99	
12.000% RR&UI TAXES		ON	479.59	57.55	
5.500% HEALTH & WELFARE		ON	479.59	26.38	
3.000% COMP INS		ON	479.59	14.39	
1.000% PL&PD INS		ON	479.59	4.80	
10.000% SUPERVISION		ON	479.59	47.96	673.83
PERSONAL EXPENSE					
5 71 W.C. DEWEY ASST. SIGNALMAN				31.10	
5 71 EVERETT NICOLAI JR. SIGNALMAN				34.30	
5 71 J.W. MARTHALLER SIGNAL FORE.				33.40	
5 71 LARRY J. HICKMAN ASST.SIGNAL				32.70	
5 71 V.R. CRAWFORD HEAD SIGNALMAN				33.35	164.85
MATERIAL					
130.00 BONDS RAIL HEAD	2 FROM A				
UNIT PRICE IS	0.3700 EA				
TOTAL WEIGHT IS	0.0 LBS			48.10	

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. L28

40.00	BONDSTRAND	2 FROM A		
	UNIT PRICE IS	0.1800 FT		
	TOTAL WEIGHT IS	0.0 LBS		7.20
8.00	RACO STRANPIN	2 FROM A		
	UNIT PRICE IS	0.4300 EA		
	TOTAL WEIGHT IS	0.0 LBS		3.44
8.00	BOND WIRE PROTECTOR	2 FROM A		
	UNIT PRICE IS	0.1700 EA		
	TOTAL WEIGHT IS	0.0 LBS		1.36
36.00	378-23 INSL RAIL CLAMP	2 FROM A		
	UNIT PRICE IS	0.1000 EA		
	TOTAL WEIGHT IS	0.0 LBS		3.60
8.00	445-39 BOOTLEG	2 FROM A		
	UNIT PRICE IS	6.5000 EA		
	TOTAL WEIGHT IS	80.00 LBS		52.00
260.00	CABLE 1 CONDUCTOR NO 10	2 FROM A		
	UNIT PRICE IS	0.0300 FT		
	TOTAL WEIGHT IS	0.0 LBS		7.80
60.00	5 COND NO 14 CABLE ARMORED	2 FROM A		
	UNIT PRICE IS	0.2500 FT		
	TOTAL WEIGHT IS	0.0 LBS		15.00
4.00	113 LB INSULATED JOINTS	2 FROM A		
	UNIT PRICE IS	51.3400 EA		
	TOTAL WEIGHT IS	592.00 LBS		205.36
2.00	113 LB INSULATED JOINTS SH	4 FROM A		
	UNIT PRICE IS	33.1200 EA		
	TOTAL WEIGHT IS	296.00 LBS		66.24
12.00	ABRASION PLATE	2 FROM A		
	UNIT PRICE IS	2.0200 EA		
	TOTAL WEIGHT IS	204.00 LBS		24.24
2.00	UCAR TRACK BATTERIES 2P30	2 FROM A		
	UNIT PRICE IS	30.5000 EA		
	TOTAL WEIGHT IS	0.0 LBS		61.00
2.00	RACO ADJUSTABLE RES UNITS	2 FROM A		
	UNIT PRICE IS	2.9300 EA		
	TOTAL WEIGHT IS	1.00 LBS		5.86
2.00	BATTERY BOX SH	4 FROM A		
	UNIT PRICE IS	7.8750 EA		
	TOTAL WEIGHT IS	0.0 LBS		15.75

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,OR. L28

2.00 BATTERY BOX COVER SH	4 FROM A		
UNIT PRICE IS	3.7500 EA		
TOTAL WEIGHT IS	0.0 LBS		7.50
2.00 DN-11 4X4 4 OHM RELAY	2 FROM A		
UNIT PRICE IS	87.9500 EA		
TOTAL WEIGHT IS	27.00 LBS		175.90
1.00 RT-21 RECTIFIER SH	4 FROM A		
UNIT PRICE IS	47.7975 EA		
TOTAL WEIGHT IS	17.00 LBS		47.80
4.00 ARRESTOR RACO LIGHTNING	2 FROM A		
UNIT PRICE IS	2.5900 EA		
TOTAL WEIGHT IS	1.61 LBS		10.36
10.00 612-5 BLOCK TERMINAL	2 FROM A		
UNIT PRICE IS	0.4600 EA		
TOTAL WEIGHT IS	15.00 LBS		4.60
100.00 WIRE NO 14 PHEX	2 FROM B		
UNIT PRICE IS	0.0200 FT		
TOTAL WEIGHT IS	9.00 LBS		2.00
2.00 END PRE CAST CNCRT SWT IND	2 FROM A		
UNIT PRICE IS	48.0000 EA		
TOTAL WEIGHT IS	0.0 LBS		96.00
1.00 CASE 26 INSTRUMENT	2 FROM B		
UNIT PRICE IS	94.0000 EA		
TOTAL WEIGHT IS	170.00 LBS		94.00
4.00 INDICATORS SWT SEMAPHORE SH	4 FROM A		
UNIT PRICE IS	65.8575 EA		
TOTAL WEIGHT IS	0.0 LBS		263.43
2.00 POSTS SWITCH INDICATOR SH	4 FROM A		
UNIT PRICE IS	30.7500 EA		
TOTAL WEIGHT IS	0.0 LBS		61.50
2.00 PRE-CAST END PIERS	2 FROM B		
UNIT PRICE IS	11.0000 EA		
TOTAL WEIGHT IS	680.00 LBS		22.00
5.00 BATTERY DMP MANCHEX CELL	2 FROM A		
UNIT PRICE IS	21.8000 EA		
TOTAL WEIGHT IS	115.00 LBS		109.00
1.00 POLE 40 FT	2 FROM A		
UNIT PRICE IS	55.0000 EA		
TOTAL WEIGHT IS	0.0 LBS		55.00

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. L28

				1466.04	
9.000% STORE EXPENSE	ON	1466.04		131.94	
0.0 % USE TAX	ON	1003.82		0.00	
0.500% PURCHASING EXPENSE	ON	0.00		0.00	
3.000% FOREIGN LINE FREIGHT	ON	1003.82		30.11	1628.09

FREIGHT	WEIGHT	MI	TON MILES		
FROM A-CORSICANA	1348	2875	1939		
FROM B-SACRAMENTO	858	597	256		
TON MI AT 0.010/TM			2195		21.95

EQUIPMENT RENTAL

5 71 P-358 TRUCK 2-1/2 TON LINE		
0.500 DA AT 16.2500 DA	8.13	
5 71 P-247 TRAILER		
0.500 DA AT 9.2500 DA	4.63	
5 71 P-309 1 TON TRUCK		
1.000 DA AT 8.7500 DA	8.75	
5 71 P-307 2 TON TRUCK		
3.000 DA AT 13.0000 DA	39.00	
5 71 P-158 2 TON TRUCK		
3.000 DA AT 13.0000 DA	39.00	
5 71 SPO 33 TRNCHR P-438 TRAILER		
3.000 DA AT 21.7500 DA	65.25	
5 71 P-309 1 TON TRUCK		
1.000 DA AT 8.7500 DA	8.75	173.51

VOUCHER PAYMENTS

0 OEUFF ELEC CO CONDUIT 21/260EA	62.07	
0 OGRAYBAR Q02RB SQD 1 EA	6.18	
0 OGRAYBAR B075 SQD 1 EA	1.76	
0 OGRAYBAR Q0130 SQD 1 EA	1.76	
0 OGRAYBAR S/C HEAD 1 EA	0.52	

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. L28

0	OGRAYBAR RIGID CONDUIT 50 FT	26.59	
0	OGRAYBAR GR8 FUNAELH 1 EA	2.66	
0	OGRAYBAR S/C GR8 CLAMP 1EA	64.00	
0	OGRAYBAR CHANCE ANCHOR 1 EA	3.52	
0	OGRAYBAR CHANCE ANCHOR 1- EA	2.44	
0	OGRAYBAR V-SR2 ANCHOR BASE 1EA	0.43	
0	OGRAYBAR C H REDUCIT 2 EA	0.40	
0	OGRAYBAR HUBBARD INSL 1 EA	1.13	
0	OGRAYBAR VICE 2 EA	38.63	
0	OGRAYBAR BLK ONA 60 FT	4.99	
0	OGRAYBAR WHITE ONA 60 FT	4.99	222.07

MISCELLANEOUS

5 71	SUBSISTENCE ALLOWANCE	41.88	
5 71	ELECTRICAL PERMIT	3.00	44.88

TOTAL SIGNAL 2929.18

2-FINAL ENGR

LABOR

6 72	P R TAN FINAL ENGR	4.000 HRS AT 5.7387	22.95
			22.95

BONNIVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF INTERIOR
PORTLAND, OREGON 97208

BILL AUDIT NO -
MONTHS ACCOUNT-JULY 1972
ACCTG DEPT NO -
DATE MADE -
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CC.,DR. L28

PLUS- 6.500%	VACATION ALL	ON	22.95	1.49	
2.500%	PD HOLIDAY	ON	22.95	0.57	
12.000%	RR&UI TAXES	ON	22.95	2.75	
5.500%	HEALTH & WELFARE	ON	22.95	1.26	
3.000%	COMP INS	ON	22.95	0.69	
1.000%	PL&PD INS	ON	22.95	0.23	
10.000%	SUPERVISION	ON	22.95	2.30	32.24

TOTAL FINAL ENGR 32.24

TOTAL BILL 2961.42

February 5, 1975 L-166484

Mr. Carlyle Brown
Head, Substation Construction Section
United States Department of Interior
Bonneville Power Administration
Post Office Box 491
Vancouver, Washington 98660

Dear Mr. Brown:

Referring to various letters from 1971 to present, your file EKSC, relative costs to repair our track due to damage from your substation road construction at Wendson, Oregon.

Our Bill No. 471472 which was prepared in December of 1972, revised in January 1973, in the amount $2374.80, is still unpaid. Your letter of March 19, 1974 states that you feel you are responsible for some minor repairs to our track but not for the total work shown in our bill.

We have re-investigated this matter. Allow us to explain what was necessary to restore our track:

Approximately 600 feet of the track was damaged sufficiently to require repairs. On July 10, 1971 a slide came across the track at MP 714 blocking the line. From July to October much damage was done by your contractor due to using our track as a roadway while clearing land and removing trees, brush and debris from your road slope. Your contractor's equipment was operated on the track resulting in broken and splintered ties. Blasting brought down rocks and soil which had to be removed from the track and roadbed. Result of all this activity was a chewed up toepath, ditch and a ballast section which was mud saturated. To make necessary restoration it was necessary to jack up approximately 500 ft. of track, change out 100 ruined ties (only the most seriously damaged) and completely remove all the old ballast and replace with new material. Labor required for this work was 236 man hours, material required was 100 ties and 180 tons of rock ballast.

In view of the extent of damage done to the track during your road construction, we think that our charge of $2374.80 is very reasonable. The bill only represents a portion of the track rehabilitation which was necessary.

May we again ask that you pay this long overdue bill.

Yours truly,

Signed
C. T. Babers, WFC

June 3, 1975 L-166484

Mr. Carlyle Brown
Head, Substation Construction Section
Bonneville Power Administration
Post Office Box 491
Vancouver, Washington 98660

Dear Mr. Brown:

In reference to previous correspondence and to your letter of March 13, 1975, your file EKSC, relative costs to repair our track due to damage caused by your substation construction at Wendson, Oregon.

We cooperated with your people in the installation of your substation road and grade crossing in 1971. We held costs down by not placing an inspector on the project at the time your contractor damaged our track operating right of way removing trees, stumps, etc., when clearing land and removing a rock and mud slide created by your construction.

We submitted our Bill No. 471472 dated December 1972 in the amount $2374.80 for the recovery of our costs for said repairs. We feel that we have been patient in explaining the reason for these costs. We expended money due to your construction and feel we should be paid without bargaining. We have proof of our costs. The three black and white photographs which you submitted with your letter of March 19, 1974 are not dated. They appear to show views of the track after our repair work was completed for which we are billing you.

Certain provisions in our agreement for your crossing and road provide for our recovery of such costs.

We are again asking that you remit to us $2374.80. We are asking that you do this without further delay. If your payment is not received within a reasonable time, this matter will be handled with you through our legal representatives.

Yours truly,
Signed
C. T. BABERS

1/10/75

Talked to De Stael of A.S. Design who said he had examined the train indicator with Kender of A.O. Kender thought the indicator was adequate; De Stael did not. De Stael will consult the BOA safety officer, get it's opinion & let us know.

MKM

2/20/75

Norm De Stael has not as yet talked to the safety officer but will do so in the near future and let us know.

MKM

Tel: 7-30°

Southern Pacific
Transportation Company

Room 251-N Union Station • 800 Northwest Sixth Avenue • Portland, Oregon 97209

C. T. BABERS
SUPERINTENDENT
W. F. CURRIER, JR.
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

IN REPLY PLEASE REFER TO

October 2, 1974

L-166484

OFFICIAL FILE COPY
No. Date
OCT 4 1974
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Bonneville Power Administration
Post Office Box 3621
Portland, Oregon 97208

Dear Sir:

Acknowledge your letter September 24 and your letter May 16, 1974, with special reference to the train detector located at your crossing at MP 714.22 at Wendson on the Coos Bay Branch.

In line with the suggestion contained in your letter May 16, our Chief Engineer and Signal Supervisors have suggested that Bonneville Power Administration consider the installation of one standard flashing light signal with one extra pair of lights. This is due to the fact that we cannot make a standard installation with two flashing light signals, one located on each side of the crossing to the right of the approaching traffic.

Attached is copy of detail estimate dated August 5, 1974 denoting a total cost to the BPA of $7,050. Estimate is predicated on adding one direct current track circuit to the two existing circuits in order to provide a rear end cutoff. It is also proposed to add a new instrument case and to retain the existing operating battery and charging equipment.

Please advise if this type of an installation is satisfactory to the BPA. If so, we will request our formal authority and prepare an agreement for your execution.

Yours truly,

Chas T Babers

Attch.

10/23/74: Telephoned Dr Stael of S.P. design who said he has been in contact with Mr. Kenler of S.P. who has replaced Kennedy as asst Division Engineer, retired, and they have agreed that S.P.'s engineers will take a look at the indicator to see if they can make it more visible. MLM

JS00131323-4

TONNAGE PAPER C.S. 2101

WENDSON: INSTALL [illegible] LT SIG AT LONGITUDINAL ROADWAY AT MP 714.22 FOR BONNEVILLE POWER ADMINISTRATION CE 8-5-74

	QUANTITY	LABOR	MTL	OTHER	TOTAL
SIGNAL WORK TO BE PERFORMED					
FL LT SIG	EA 1		515		
EXTRA LT UNIT (RAIL)	EA 1		135		
TRACK CIRCUITS LESS RELAYS	EA 1		105		
RELAY HOUSING	EA 1		370		
RELAYS VARIOUS	LT 1		1600		
CONDUIT & FITTINGS	LT 1		150		
WIRE TERMINALS ETC	LT 1		75		
MISC SIG MTL	LT 1		60		
LABOR TO INSTALL		1100			
TRAVEL EXPENSE		500			
4S001 INSTALL XING PROT		1600	3110		
4SS002 WIRE RELAY HOUSING		170	45		
4T003 INS. JOINTS		30	180		
SUB TOTAL		1800	3335		
004 FREIGHT				135	
005 EQUIP RENTAL				305	
006 ADDITIVES				830	
007 CONTINGENCIES		180	335	130	
		1980	3670	1400	
DR SUNDRIES (CASH)					7050

ELF

October 1, 1974

Wendson Substation Site
Contract No. 14-03-19749

Your Reference:
Bill No. 498342

Southern Pacific Transportation Company
P. O. Box 4252
San Francisco, California 94144

Gentlemen:

Enclosed is Treasury Check No. 65,052,085 to pay for work performed under the above-numbered contract.

Also enclosed is a copy of the bill covering your services.

Thank you for your cooperation.

Sincerely,

2 Enclosures
Check
Bill No. 498342

Max L. McMillin
Head, Title Section

H Rehman

cc:
Official Files - ELA-10
Circ. File - EL

BILL COLLECTIBLE

RLY (A.A.R. 206)

DUPLICATE

Bill No. 498342
Quote above number when remitting

Month's Account AUG 1974
Dept No.

Date Made SEP 5 1974 19

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

U.S. Dept. of Interior
Bonneville Power Admn.
P.O. Box 491
Vancouver, Washington 98660

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box 44252
San Francisco, California 94144

For expenses incurred in connection with [illegible]		
at U.P. 742 Coos Bay Branch, [illegible]		
Per L-166484		
R-9214		
Detail Attached	$2,569.73	

DISTRIBUTION:

For further information address:
San Francisco Zone Office
Southern Pacific Transportation Company
475 Brannan Street
San Francisco, California 94107

U.S.DEPT OF INTERIOR 9-2-3-1
BONNEVILLE POWER ADMINISTRATION
P.O.BOX 491
VANCOUVER, WASHINGTON 98660

BILL AUDIT NO -
MONTHS ACCOUNT-
ACCTG DEPT NO-
DATE MADE -9-2-3-1
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO..DR. L28

1-PLANK CROSSING

LABOR

4 74 B&B GANG NO 30	168.00 HRS AT 5.2918		889.02	
			889.02	
PLUS- 6.750% VACATION ALL	ON	889.02	60.01	
2.750% PD HOLIDAY	ON	889.02	24.45	
16.430% RR&UI TAXES	ON	889.02	146.07	
6.500% HEALTH & WELFARE	ON	889.02	57.79	
3.000% COMP INS	ON	889.02	26.67	
1.000% PL&PD INS	ON	889.02	8.89	
10.000% SUPERVISION	ON	889.02	89.90	1301.80

MATERIAL

18.00 CRED TIES 8X12X16	1 FROM A		
UNIT PRICE IS	42.8800 EA		
TOTAL WEIGHT IS	0.0 LBS	771.84	
6.00 CRED TIES 6X8X16	1 FROM A		
UNIT PRICE IS	48.2400 EA		
TOTAL WEIGHT IS	0.0 LBS	289.44	
18.00 HEX MACH BOLTS 3/4 X 20"	3 FROM A		
UNIT PRICE IS	0.7000 EA		
TOTAL WEIGHT IS	0.0 LBS	12.60	
168.00 LAG SCREWS 3/4 X 12"	3 FROM A		
UNIT PRICE IS	0.5400 EA		
TOTAL WEIGHT IS	0.0 LBS	90.72	
186.00 CUT WASHERS 3/4"	3 FROM A		
UNIT PRICE IS	0.2350 EA		
TOTAL WEIGHT IS	0.0 LBS	43.71	

U.S.DEPT OF INTERIOR 9-2-3-1
BONNEVILLE POWER ADMINISTRATION
P.O.BOX 491
VANCOUVER, WASHINGTON 98660

BILL AUDIT NO -
MONTHS ACCOUNT-
ACCTG DEPT NO-
DATE MADE -9-2-3-1
SA-

TO THE SOUTHERN PACIFIC TRANSPORTATION CO.,DR. L28

18.00 HEX NUTS 3/4"		3 FROM A			
UNIT PRICE IS		0.4900 EA			
TOTAL WEIGHT IS		0.0 LBS	8.82		
			1217.13		
9.000% STORE EXPENSE	CN	0.00	0.00		
0.0 % USE TAX	CN	1061.28	0.00		
0.500% PURCHASING EXPENSE	CN	1061.28	5.30		
3.000% FOREIGN LINE FREIGHT	CN	0.00	0.00	1222.43	
FREIGHT		WEIGHT	MI TON MILES		
TON MI AT 0.010/TM			0	0.00	
EQUIPMENT RENTAL					
4 74 TRUCK P-538 2 TON					
3.500 DA AT 13.0000 DA			45.50	45.50	
TOTAL PLANK CROSSING					2569.73
TOTAL BILL					2569.73

ELF

September 24, 1974

Wendson Substation Site
Contract No. 14-03-19749

Mr. C. T. Babers, Superintendent
Southern Pacific Transportation Company
Union Station
Portland, Oregon 97209

Dear Mr. Babers:

The Company's Bill No. 498342 for work performed under the subject contract is being processed for payment. It would expedite the handling of future correspondence if the above contract number could be used.

We have been informed that the quality of the train indicator has not been improved, as we requested be done in our letter of May 16, 1974. We should appreciate your attending to this at the earliest possible date, before the dark and inclement weather of fall and winter sets in.

Sincerely,

Max L. McMillin
Head, Title Section

MLM:HRebman

cc:
Official Files - RLA-10
Circ. File - EL

ELF

May 16, 1974

Wendson Substation Site

Mr. C. T. Babers, Superintendent
Southern Pacific Transportation Company
Union Station
Portland, Oregon 97209

Dear Mr. Babers:

Our Substation people have reported that the train indicator which has been installed at the crossing at the Administration's Wendson Substation under the terms of Contract 14-03-19749, is of little practical value in bad weather or at night. The Substation people report that the train indicator which has been installed, is not readily visible at those times.

It is requested, therefore, that a train indicator be installed which will have either flashing lights or some other method by which the indicator will be clearly visible in bad weather or at night. If this is not done, the investment which the Administration is making for this train indicator will be of little or no value.

I should appreciate your considering this request and informing me as to your plans.

Sincerely,

Max L. McMillin
Head, Title Section

ML McMillin:hr

cc:
Official Files - ELA-10
Circ. File - EL

Southern Pacific
Transportation Company

475 Brannan Street • San Francisco, California 94107 • 362-1212

OFFICIAL FILE COPY
No. Date NOV 16 1973
Routed To:
Action Taken
ANS. NO REPLY
By Date

F. W. WATSON
MANAGER, SAN FRANCISCO
ZONE OFFICE

IN REPLY PLEASE REFER TO
ZK BC - 4475

Bonneville Light & Power
U.S. Dept. of Interior
Bonneville Power Adm.
Portland, Oregon 97208

Gentlemen:

Please refer to our tracer of 2/21/73 & 5/22/73 regarding bill collectible which remains open in our accounts.

To date we have not received payment or letter from you explaining why this bill has not been paid.

We would appreciate your looking into this matter, place in line for payment or advise basis of your contention for withholding payment. If a meeting with a representative of my office is necessary to discuss this bill, please so advise.

If you desire to contact us by telephone, call 362-1212, extension 33291. Your cooperation is appreciated. Thank you.

Very truly yours,
F. W. WATSON, Manager

Per:

Enclosed: B/C # 491825

11-19-73 - Dale DeTour rec'd Friday's telephone call & requested the bill & transmittal letter be sent to him for forwarding to Construction. Done. BAS

BILL COLLECTIBLE

(A.A.R. 206)

Bill No. 491825

Quote above number when remitting

Month's Account Sept. 1972

Dept. No.

Date Made Sept. 26 19 72

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

Bonneville Power Administration
U.S. Dept. of Interior
Portland, Oregon
97208

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box ~~3809~~ 44252
San Francisco, California ~~94120~~ 94144

For expense incurred in connection with installation of train indicators a private wing for Bonneville Power Administration Hendson, Oregon per Line 76 Mtg per agreement no R-166484 R-9100		
Detail Attached		
Amount Due		2961.42

DISTRIBUTION:

For further information address:
MANAGER, EQUIPMENT AND MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California

RECEIVED
OCT 6 1972
MANAGER EQUIPMENT AND MISCELLANEOUS ACCOUNTING

CHECKED AS TO _____ PRICES _____ CERTIFIED P. Pierre APPROVED _____

EXTENSIONS 0-3 CONTRACT L.H. 9-29-72 APPROVED FOR M. McCaffery AUDITED _____

FOOTINGS _____ MANAGER, DISBURSEMENTS ACCOUNTING APPROVED _____

Manager, Equipment and Miscellaneous Accounting

17-18 DIV	25-28 EXP DES	29-31 CIN	33-34 MAT CL	35-37 MAT ACCT	39-41 SUB ACCT	42-43	44-47 MIN CODE	48-49 MIN CODE	50-51 SERV CD	52-53 WIN NUMBER	61-64 FAC	71-80 DEBIT	71-80 CREDIT

(Distribution Attached)

BILL COLLECTIBLE LEDGER COPY

ELF
Wendson Substation Site

November 2, 1973

Southern Pacific Transportation Co.
P. O. Box 3809
San Francisco, Calif. 94120

Gentlemen:

This is in reference to your statement, bill number 478962.

The crossing for which the material listed on your bill will be used has not been constructed, and the materials are still in the possession of the Southern Pacific Company.

Since the agreement between Bonneville Power Administration and Southern Pacific covers the installation as well as the material, we will hold your bill pending installation of the crossing and then process a bill for the entire job.

Sincerely,

Conrad Nystrom
Acting Head, Title Section
Branch of Land

CNystrom:rls for BAS

cc:
Official File ELA-10

UNITED STATES GOVERNMENT

Memorandum

DATE : October 16, 1973

In reply refer to : EKSC

TO : Max L. McMillin
Head, Title Section - ELF

FROM : Jon M. Miller, Head
Substation Contract Administration - EKSC

SUBJECT: Wendson Substation, Contract No. 23304, W.O.'s 134-24 and 134-35
(Ref: Southern Pacific Inv. No. 478962

I have attached Southern Pacific's bill for installing the plank crossing for our entrance road at Wendson Substation. To date, this work has not been started. Therefore, I feel this billing is a little premature so please contact Southern Pacific.

Jon M. Miller

Enclosure
JL Berns:vo

cc:
G. Bain - ESIC
Official File - EKSC

BILL COLLECTIBLE

(A.A.R. 206)

Bill No. 478962

Quote above number when remitting

Month's Account AUG 1973

(5) Dept. No.

Date Made SEP 12 1973

19

ORIGINAL

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

U.S. DEPT. OF INTERIOR
BONNEVILLE POWER
ADMINISTRATION
P.O. BOX 491
VANCOUVER, WASH. 98660

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box 3809
San Francisco, California 94120

FOR EXPENSES INCURRED IN CONNECTION WITH PLANK CROSSING MATERIAL AT MP 214.2, COS BAY BRANCH, ORE. REQ # 249 DTD 12-6-72 PER L-1664.84 P-9214 DETAIL ATTACHED	$1,188.64

I certify that above bill is correct and just; that payments therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

L. C. YARBERRY Manager, Disbursements Accounting

By A. Cimiotte
Chief Clerk

CAL 2 - 1.0

For further information address:
MANAGER, EQUIPMENT AND
MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California 94105

C.S. 466-C

DETAIL OF DOCUMENT

Sheet No.
Dept. No. 478962
Form Audit No.

PLANK CROSSING MATERIAL ON HAND.			
MATERIAL REQ. - 128 - 248			
6X12X16' CREOSOTED FIR	18 EA @ 42.88 ER		771.84
6X8X16' CREOSOTED FIR	6 EA @ 48.248		289.44
PLUS. FLE	3%	1061.28	31.84
S.E.	9%	"	95.52
TOTAL			$1,188.64

Binding Margin

EKSC

March 8, 1973

Southern Pacific Transportation Co.
Attn: Mgr. Equipment & Misc. Accounting
P. O. Box 44252
San Francisco, California 94144

Gentlemen:

Subject: Construction of the 230/115 KV Wendson Substation, Inv. No. 2330, Contract No. 14-03-2330A, W.O.'s 134-24 and 134-35

We are attaching a copy of Inv. No. 471472 in the amount of $2806.80 for repairs made on your track in the vicinity of our crossing at the subject substation.

We feel the damage to your track during construction of our entrance road was minimum and that 540 tons of crushed rock, 100 cross ties, and the labor and equipment rental as presented in your billing is excessive.

Please review this billing to see if we possibly were billed for repair work plus normal maintenance done on your track.

Sincerely,

Carlyle Brown

Carlyle Brown
Head, Substation Construction Section

Attachment

cc:
C. Nystrom - ELF
W. Muchow - MFDG
Official File - EKSC

JLBerns:jb

Southern Pacific Transportation Company

475 Brannan Street • San Francisco, California 94107 • 362-1212

F. W. WATSON
MANAGER, SAN FRANCISCO
ZONE OFFICE

IN REPLY PLEASE REFER TO

Bonneville Light & Power
U.S. Dept Interior
Bonneville Power Administration
Portland, Oregon 97208

Date Feb. 21, 1973

Gentlemen:

Responsibility for collecting outstanding accounts has been recently transferred to my jurisdiction. In reviewing our records the above bill has remained open for quite some time. Perhaps this item has been overlooked by you, or your reply has not been received by this office.

Will you please place in line for settlement, or advise the basis of your contention for withholding payment. If payment has already been made please advise us of the date and check number so we may clear your account accordingly.

Please give referrence to the ZKBC file and bill number shown.

If you desire to contact us by telephone, call 362-1212, extension 33348. Your cooperation is greatly appreciated.

Very truly yours,

F. W. Watson, Manager

2/27/73
Copy of statements and transmittal letter sent to Dale DeTour. MLm

Enclosure: ZKBC-4499 - 491959
ZKBC - 4475 - 491825

BILL COLLECTIBLE

SOUTHERN PACIFIC

S-130-P (A.A.R. 206)

Bill No. 491825

Quote above number when remitting

Month's Account Sept. 1972

Dept. No.

Date Made Sept. 26 1972

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

Bonneville Power Administration
U.S. Dept. of Interior
Portland, Oregon
97208

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box ~~3809~~ 44252
San Francisco, California ~~94120~~ 94144

For expense incurred in connection with installation of train indicators @ private ring for Bonneville Power Administration @ Hendson, Oregon per Gen. 76193 per agreement no. L-166484 R-9160

Detail Attached

Amount Due 2961.42

DISTRIBUTION:

For further information address:
MANAGER, EQUIPMENT AND MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California

RECEIVED OCT 16 1972 MANAGER EQUIPMENT AND MISCELLANEOUS ACCOUNTING

calc.

CHECKED AS TO _____ PRICES _____ CERTIFIED P. Pierre APPROVED _____

EXTENSIONS 0-3 CONTRACT L.H. 9-29-72 APPROVED FOR M. McCafferty AUDITED _____

NOTINGS _____ MANAGER, DISBURSEMENTS ACCOUNTING APPROVED _____

Manager, Equipment and Miscellaneous Accounting

17-18 DIV	25-28 EXP DES	29-31 EIN	33-34 MAT CL	35-37 MAJ ACCT	39-41 SUB ACCT	42 SEC B	44-47 MIN CODE	48-49 MIN SUB	50-51 STAT CD	56-60 W/O NUMBER	61-64 E A C	71-80 DEBIT	71-80 CREDIT

(Distribution Attached)

BILLS COLLECTIBLE LEDGER COPY

SOUTHERN PACIFIC

BILL COLLECTIBLE

S-130-P (A.A.R. 206)

Bill No. 491825

Quote above number when remitting

Month's Account Sept. 1972

Dept. No.

Date Made Sept. 26 1972

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

Bonneville Power Administration
U.S. Dept. of Interior
Portland, Oregon
97208

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box ~~3809~~ 44252
San Francisco, California ~~94120~~ 94144

For expense incurred in connection with installation of train indicators @ private ring for Bonneville Power Administration @ Hendson, Oregon per Memo 76193 per agreement no S-166484 R-9160

Detail Attached

Amount Due 2961.42

DISTRIBUTION:

For further information address:
MANAGER, EQUIPMENT AND MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California

RECEIVED OCT 6 1972 MANAGER EQUIPMENT AND MISCELLANEOUS ACCOUNTING

calc.

CHECKED AS TO _____ PRICES _____ CERTIFIED P. Pierre APPROVED _____

EXTENSIONS 0-3 CONTRACT L.H. 9-29-72 APPROVED FOR M. McCafferty AUDITED _____

NOTINGS _____ MANAGER, DISBURSEMENTS ACCOUNTING APPROVED _____

Manager, Equipment and Miscellaneous Accounting

17-18 DIV	25-28 EXP DES	29-31 EIN	33-34 MAT CL	35-37 MAJ ACCT	39-41 SUB ACCT	42 SF R	44-47 MIN CODE	48-49 MIN SUB	50-51 STAT CD	56-60 W/O NUMBER	61-64 E A C	71-80 DEBIT	71-80 CREDIT

(Distribution Attached)

BILLS COLLECTIBLE LEDGER COPY

BILL COLLECTIBLE (A.A.R. 206)

SOUTHERN PACIFIC

Bill No. 4919[illegible]9

Quote above number when remitting

Month's Account SEP 1972

Dept. No.

Date Made 5 OCT 5 1972 19

ZKBO-44409

TO SOUTHERN PACIFIC TRANSPORTATION COMPANY Dr.

Bonneville Light & Power
U.S. Dept Interior
Bonneville Power Administration
Portland, Oregon 97208

Please return copy of this bill with remittance to:
SOUTHERN PACIFIC TRANSPORTATION COMPANY
P. O. Box 44252
San Francisco, California 94144

For expense incurred in connection with flagging protection @ Wendson Oregon MP-714 Per agreement no. L-166484. Work order no. R9166		
Months of Aug., Sept. & Oct. 1971	$3047.38	

DISTRIBUTION:

Vold CH

For further information address:
MANAGER, EQUIPMENT AND MISCELLANEOUS ACCOUNTING
Southern Pacific Transportation Company
San Francisco, California

RECEIVED OCT 10 1972 MANAGER EQUIPMENT AND MISCELLANEOUS ACCOUNTING

CHECKED AS TO _____ PRICES _____ CERTIFIED L. Huddart APPROVED _____

EXTENSIONS E-4 CONTRACT L.H. 10-6-72 APPROVED FOR M. McCaffery AUDITED _____

FOOTINGS _____ MANAGER, DISBURSEMENTS ACCOUNTING APPROVED _____

Manager, Equipment and Miscellaneous Accounting

17-18 DIV	25-28 EXP DES	29-31 EIN	33-34 MAT CL	35-37 MAJ ACCT	39-41 SUB ACCT	42 SEQ	44-47 MIN CODE	48-49 MIN SUB	50-51 STAT CD	56-60 W/O NUMBER	61-64 E A C	71-80 DEBIT	71-80 CREDIT
X2				743	81							304738	
1 5	1069	850		201	23				33	10000	C454		7103
2 5	7169	851		201	23				33	10000	C454		22326
2 15	7179	817		277	3				33	10000	C400		12278
5				477	61		9166			R9166	C400		236241
X2				761	2		2						26190

Binding Margin

BILLS COLLECTIBLE LEDGER COPY

UNITED STATES GOVERNMENT

Memorandum

DATE : October 2, 1972

In reply refer to : ESIC

TO : Max McMillin, Head, Title Section - ELF
Branch of Land

FROM : N. R. Drulard, Head, AC&M Section - ESI
Branch of Substation Design

SUBJECT: Wendson Substation - W.O. 134-24 - Construction of Railway Crossing for Entrance Road

We have reviewed the estimated cost of $3400 for the construction of the above crossing by the Southern Pacific Transportation Company. The company must install the crossing because they will allow no other construction crews in the track area. We therefore approve the expenditure of $3400 as requested by the railroad. Please process this as soon as possible because the construction can not be delayed any longer.

cc:
C. E. Bragunier - ES
W. H. Harries - ESHD
J. M. Miller - EKSC
Official File - ESBC

GLBain:lrj 10-2-72

ELF
Wendson Substation road crossing
Contract No. 14-03-19749

September 27, 1972

Mr. A. W. Kilborn, Superintendent
Southern Pacific Transportation Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. W. H. Kennedy
Assistant Division Engineer

Gentlemen:

This will confirm our telephone conversation of this date with your Mr. Kennedy.

Your price of $3,400 for constructing the plank crossing serving BPA substation site near Wendson, Oregon is acceptable to the Administration.

We shall appreciate your constructing this crossing at your earliest opportunity and sending us your invoice for this work in duplicate.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELA-10
Circulating File - EL

MLMcMillin/bas

10-17-72 - Copy of agreement sent to Bill Muchow, Disbursement.

Southern Pacific Transportation Company

251 Union Station • Portland, Oregon 97209

September 13, 1972

IN REPLY PLEASE REFER TO
L-166484

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

OFFICIAL FILE COPY
No. Date
SEP 15 1972
Referred To:
Action Taken:
ANS. NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
United States Department of the Interior
Bonneville Power Administration
Post Office Box 3621
Portland, Oregon 97208

Dear Mr. McMillin:

Please refer to our letter of August 24 concerning construction of roadway serving BPA substation site near Wendson.

Can you now advise if BPA is agreeable to our cost for the construction of the plank road crossing in the track area?

Yours truly,

A W Kilborn

September 13, 1972

ELF

Bill Muchow, Head
General Voucher Unit - AFDG

Max L. McMillin, Head, Title Section
Branch of Land

Wendson Substation private road crossing agreement with Southern Pacific Transportation Company - Contract No. 14-03-19749

A copy of the subject agreement is being forwarded herewith for your use in processing annual payments required under this document.

Enclosure

cc:
Official File - ELA-10
CNystrom/bas

Southern Pacific
Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

August 24, 1972

IN REPLY PLEASE REFER TO
L-166484

OFFICIAL FILE COPY
No. Date
AUG 29 1972
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
United States Department of the Interior
Bonneville Power Administration
Post Office Box 3621
Portland, Oregon 97208

Mear Mr. McMillin:

Referring to your letter of April 4, transmitting copy of BPA Drawing No. 212709 DSC-D, showing the crossing of our railroad and installation of bin type retaining wall between our right of way and the Oregon State Highway.

Construction in the track area must be performed by railroad crews; therefore, your contractor cannot install the plank crossing. We prepared estimate of the cost for installation of the crossing, using material satisfactory to the railroad. Our estimated cost is $3,400.00. This is based on the use of eight inch thick fir material size to 7½ inches and treated with creosote. The four inch thick material and two inch shims proposed in your drawing is not considered adequate in a railroad track. We have reviewed your proposal of the bin type retaining wall and find that satisfactory clearances have been provided and we approve of this installation.

If you approve of our company installing the plank crossing, please authorize the expenditure of $3,400.00 which is estimated cost for labor and material to complete this crossing.

Yours truly,

A W Kilborn

9-5-72 - Copy of letter sent to George Ballinger, S S Design per MLM.

ELF
Tract: Wendson Substation Site
Entrance Road

April 20, 1972

Pacific Northwest Bell Telephone Company
421 S. W. Oak Street
Portland, Oregon 97204

Attention: Mr. Frank Nesbit
Engineer

Gentlemen:

We are enclosing a print of BPA Drawing No. 212709 DSC-D showing the crossing of the Southern Pacific Transportation Company's railroad by the Bonneville Power Administration's Wendson Substation entrance road.

You will note that the drawing shows a telephone pole which must be raised and relocated. We have been informed by the Southern Pacific Transportation Company that this pole line carries wires and a cable under an agreement dated January 13, 1916 with your Company.

The Railroad Company has granted the Administration permission for our contractor to relocate and raise the pole. We would appreciate your informing us whether this is agreeable with you or whether you would prefer to perform this work yourselves.

Our contractor will begin his work on this project about May 1. We would therefore appreciate receiving your reply at your earliest convenience.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosure

cc:
Official File - ELA-10
MLMcMillin:bas

Southern Pacific
Transportation Company

251 Union Station • Portland, Oregon 97209

April 13, 1972

IN REPLY PLEASE REFER TO:
L-166484

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

OFFICIAL FILE COPY
No. Date
APR 17 1972
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
United States Department of the Interior
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Dear Sir:

Referring to your letter of April 4, your file ELF Tract: Wendson Substation Site Entrance Road.

Pole in question was a portion of our communication line and Western Union telegraph line, which from a railroad standpoint, is no longer used. Pole line now carries wires and cable under an agreement dated 13 January 1916 with the Pacific Telephone and Telegraph Company.

We hereby grant permission for your contractor to relocate and raise pole; however, because it carries important facilities of the Pacific Northwest Bell, you should make arrangements with that Company to protect their facilities. Pole in question is located at our Milepost 714.22.

Yours truly,

cc: Pacific Northwest Bell Telephone Co.
421 S. W. Oak
Portland, Oregon 97204

ELF
Tract: Wendson Substation Site
Entrance Road
Your Ref: L-166484

April 4, 1972

Southern Pacific Transportation Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

We are enclosing a print of BPA Drawing No. 212709 DSC-D showing the crossing of your Company's railroad by the Administration's Wendson Substation entrance road. We should appreciate your reviewing this print and giving us the benefit of your comments.

You will note that the drawing shows a telephone pole which must be raised and relocated. We have been informed that this pole belongs to your Company. Please inform us whether you desire that our contractor relocate the pole or whether you desire to perform the work. Our contractor will begin his work on this project about May 1. We should therefore appreciate receiving your reply at your earliest convenience.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosure

cc:
N. R. Drulard - FSI
C. E. Bragunier - ES
W. H. Harries - ESHD
Official File - ELA-10
MLMcMillin:bas

UNITED STATES GOVERNMENT

Memorandum

DATE : March 21, 1972

In reply refer to : ESIC

TO : Max L. McMillin, Head, Title Section
Branch of Land - ELT

FROM : N. R. Drulard, Head, AC&M Section
Branch of Substation Design - ESI

SUBJECT: Railroad Crossing Contract 14-03-19749, Wendson Substation Entrance Road, W.O. 134-24

We are enclosing two prints of BPA Drawing No. 212709-DSC-D. This shows the redesign of our road approach as requested by the highway department. These prints should be submitted to the Southern Pacific Transportation Company for their comment. They may want to construct the crossing at our cost instead of allowing our contractor to do the work. I believe paragraph 3 of the above contract permits the construction of a crossing. If not, please obtain a new permit.

Shown in red on the prints is a telephone pole that must be raised and relocated. In conversations with Pacific Northwest Bell engineer Frank Nesbit in Eugene, we discovered the poles are owned by the S.P.T. Co. He said BPA should ask the railroad if they want the telephone company to do the work. Mr. Nesbit's address is 785 Grant, Eugene, Oregon. His phone number is 343-8547.

BPA's contractor will begin his work about May 1. Be sure and ask us if you need any additional information.

2 Enclosures

cc:
C. E. Bragunier - ES
W. H. Harries - ESHD
Official File - ESBC

GLBain:cff 3-21-72

X 5028

ELF

Tract: Wendson Substation Site
Entrance Road

September 21, 1971

Southern Pacific Transportation Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

I have referred your letter of September 15, 1971 to our substation construction people and asked that they contact you or Mr. Kennedy relative to taking care of these matters. You should be hearing from them in the immediate future.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELA-10

Max L. McMillin/bas

Southern Pacific
Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

IN REPLY PLEASE REFER TO

September 15, 1971

L-166484

OFFICIAL FILE COPY
No. Date
SEP 21 1971
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
U. S. Dept. of the Interior
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to your agreement with the Southern Pacific Transportation Company dated March 18, 1971 covering your file ELF Tract: Wendson Substation Site Entrance Road across our Coos Bay Branch at Wendson.

We find that construction of this road has resulted in very unsatisfactory conditions, disrupting our train operation due to slides during the recent rains. It would be appreciated if you would refer this situation to your construction department and arrange for the following items:

1. Slope between new road and railroad to be dressed; removal of trees and brush which have their roots disturbed, and are weak by this construction. All rocks and other loose import material which may roll or slide to railroad side ditch on track area should be removed.

2. Railroad side ditch must be left open and clean at the end of each working day and all inlets to culverts cleaned to provide free drainage.

3. Side ditch between road and railroad from grade crossing to BPA Engineering Station 5+00 should be redesigned so that a toe path for railroad will be no less than 1'7" below top of rail and width of 8'6" from center line of track is provided.

4. Overburden on slope on uphill slide above roadway should be removed and slope dressed removing all shattered rock which may slide.

5. All roadway culvert outlets should be flumed or otherwise extended downside slope to discharge directly into railroad culverts leaving sufficient opening between so that lateral drainage is not interrupted.

6. Pond area which exists at the inlet of new culvert under road at your station 1+70 must be filled to an elevation of the culvert flow line.

This construction appears to be in a very unstable area which has resulted in numerous maintenance problems for the railroad. Request this be given early attention to eliminate further problems.

Yours truly,

A W Kilborn

July 15, 1971

ELF

Tract: Wendson Substation Site
Entrance Road

Southern Pacific Transportation Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

I referred your letter of July 13, 1971 concerning the slide on the above-referenced substation entrance road to our substation construction people and have been assured that our contractor will be required to take care of this damage.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELA-10

ELF:ELMcMillin/bac

Southern Pacific
Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

July 13, 1971

IN REPLY PLEASE REFER TO

L-166484

OFFICIAL FILE COPY
No. Date
JUL 15 1971
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
U.S. Dept. of Interior
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to private road crossing agreement dated May 18, 1971, covering private road near Wendson, MP 714, Coos Bay Branch.

On July 10, we were confronted with a slide due to road construction as covered by this agreement and by contractor's agreement with A. J. Vala Company.

In accordance with agreement charges for removal of slide and all damages to railroad will be recollectible from Bonneville Power Administration.

Yours truly,

A. W. Kilborn

cc: A. J. Vala Company
Post Office Box 66156
Portland, Oregon 97226

7/15/71:
Telephoned Carlyle Brown re this letter, and he said that he had already been informed of this. He said that the Contractor would be required to bear this expense and asked me to send him a copy of this letter. MLM

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : The File

DATE: April 27, 1971

FROM : Conrad Nystrom, Acting Head, Title Section
Branch of Land ELT

SUBJECT: Wendson Substation Site
Southern Pacific Railroad Company

Per Mr. Mulcahy's request, I called Larry Tencer who indicated their legal department is redrafting the crossing agreement and he expects to have it in the mail to reach us the first part of next week.

As to installing the signal, he asked that I talk with Bill Kennedy in their Portland Office. Mr. Kennedy stated he would contact his field crews and let us know when they could install the signal, assuming that by that time BPA had actually signed the agreement with Southern Pacific.

Prior to these two telephone calls, Lee Gress of the Chief Engineer's office stated they are planning to award the contact May 11, 1971, with notice to proceed for May 17, 1971, and if there was going to be any delay in the installation of the signal, an amendment to the contract would have to go out within the next few days.

Conrad Nystrom

ELT:CNystrom:flp 4-27-71

5/14/71:
Revised agreement received from S.P. (2 copies) Agreement checked and found to contain the revisions we had requested. Since these revisions & the agreement had previously been discussed with O&M, Mr. Mulcahy did not think it necessary to send it over to them for approval. Bill Heldman hand carried the two copies to W. H. Kennedy, Assoc Engineer of S.P. and requested that we be sent a fully executed copy.
MEN

March 29, 1971
ELT
Tract No. Wendson Substation
Your Ref: 323-4

Mr. W. M. Jakle
Southern Pacific Railroad Company
1 Market Street
San Francisco, California 94105

Attention: Mr. Larry Tencer

Dear Sir:

This is in response to your request for citations concerning the prohibition of a Federal Agency against entering into open-end contracts.

I am attaching an opinion on this matter which was received from our Disbursement Audit Section. I believe this opinion very well covers the matter.

If this letter satisfies the matter I would appreciate your advising me promptly on this and other matters we discussed, since we plan to advertise the grading of Wendson Substation on April 15. Any help you can give us will be very much appreciated.

Sincerely,

John V. Mulcahy
Chief, Branch of Land

Enclosure

cc:
Official File - ELOF

ELT:JVMulcahy/bas

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO John V. Mulcahey, Chief
Branch of Land - EL

DATE: March 26, 1971

FROM J. E. Perry, Head
Disbursement Audit Section - MFD

SUBJECT: Prohibition Against Open-End Contracts

This relates to our conversation concerning a crossing agreement with the Southern Pacific Railroad Company and particularly the prohibition against a Federal Government Agency operating with appropriated funds from entering into open-end contracts.

The prohibition stems from federal statutes commonly referred to as anti-deficiency statutes such as 31 USC 665 which states under Section (a):

> "(a) No officer or employee of the United States shall make or authorize an expenditure from or create or authorize an obligation under any appropriation or fund in excess of the amount available therein; nor shall any such officer or employee involve the Government in any contract or other obligation, for the payment of money for any purpose, in advance of appropriations made for such purpose, unless such contract or obligation is authorized by law."

and 41 USC 12 which states:

> "No contract to exceed appropriation
>
> No contract shall be entered into for the erection, repair, or furnishing of any public building, or for any public improvement which shall bind the Government to pay a larger sum of money than the amount in the Treasury appropriated for the specific purpose." (R.S., Sec. 3733)

In addition, 31 USC 200 and the regulations issued thereunder limit the types of obligations which may be recorded in Government records against appropriated funds. A contract binding the Government to future payment of an uncertain and unlimited amount of money could not be recorded as a valid obligation under this statute. Therefore, when the liability created by the open-end contract matures into a demand for payment there is no assurance that funds will be available for payment and if not, the Government official who signed the contract

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

will have violated the anti-deficiency statutes. Severe penalties attach to such violations.

The main thrust of these statutes and regulations is to prevent Government contracting officers from committing some future Congress to the appropriation of funds to cover deficiencies in obligated amounts.

cc:
Omar Halvorson-ORS
Official File-MFD

JEPerry:meh 3-26-71

February 25, 1971

ELT
Tract No. Wendson Substation
Your Ref: 323-4

Mr. V. A. Wolf
Manager Real Estate
Southern Pacific Land Company
1 Market Street
San Francisco, California 94105

Attention: Mr. D. G. Baldwin

Gentlemen:

Pursuant to Mr. Baldwin's telephone conversation with Mr. John V. Mulcahy, Chief, Branch of Land, Bonneville Power Administration, I am enclosing the original and a copy of a form of agreement sent to the Administration by Mr. A. W. Kilborn, the Portland Division Superintendent of the Southern Pacific Transportation Company.

As Mr. Mulcahy indicated to Mr. Baldwin over the telephone, this agreement unfortunately contains several provisions which the Administration cannot legally accept. I shall take these provisions up in the order in which they appear in the agreement.

In provision numbered 1 of page 1, the agreement provides that the Administration agrees to pay your company as rental the sum of $132.00 per annum, payable annually in advance. The Administration as an agency of the Federal Government cannot legally make advance payments of rental. This provision could be made acceptable by deleting therefrom the words "in advance."

Provision numbered 14 of the agreement appearing on page 4 provides for the Administration reimbursing the Railroad for the cost of installing a train indicator. This provision provides that the sum of $5,310.00 is an estimated cost of installing the train indicator and provides that the Administration shall deposit that sum with the Railroad. It then goes on to provide that after the work has been completed the difference between the deposit and the actual cost to the Railroad shall be promptly paid by the Administration. This creates an open end sort of agreement which the Administration cannot legally accept. It is our understanding that the sum of $5,310.00 will be the entire cost of installing the train indicator. The agreement could, therefore, be made legally acceptable to the Administration by providing that the Administration will reimburse the Railroad

for the cost of installing the train indicator but that said cost shall not exceed the sum of $5,310.00. The provision for depositing that sum with the Railroad in advance of installation of the train indicator, of course, cannot be legally accepted by the Administration for the reason as previously given that the Administration cannot pay in advance for services rendered.

The second paragraph of provision numbered 14 provides that the Administration shall reimburse the Railroad annually in advance for all cost and expense incurred by the Railroad in maintaining the train indicator. Once again the Administration cannot agree legally to pay for such maintenance cost and expense in advance. Also, in order to avoid creating an unlawful open end agreement, this paragraph will have to provide that the annual maintenance cost shall not exceed the sum of $360.00. If it should be found in the future that this sum is inadequate to defray the maintenance cost, a clause could be inserted in the agreement providing that the amount of the maintenance cost shall be subject to negotiation between the parties annually.

Provision numbered 17 appearing on page 5 of the agreement provides that the agreement is subject and subordinate to any and all permits, leases and grants heretofore made and now in effect upon the premises over which said crossing is to be constructed. This part of the provision is acceptable but it then proceeds to provide "and also any and all other permits, leases and grants that may hereafter be made by Railroad during the term of this agreement." In view of the capital outlay required to be made by the Administration for this crossing, the Administration cannot agree that its crossing permit be subject and subordinate to permits, leases and grants made by the Railroad after the granting of the permit to the Administration.

Finally, in all agreements made by a Federal Agency calling for the expenditure of money, the following clause must appear:

> "All expenditures to be made by the Administration under the provisions of this agreement shall be subject to appropriations being available for the purpose."

If it should ever develop that there was no appropriation for any one year for this crossing, the Administration, of course, would not be using the crossing and the expenditure provided for by this agreement would not have to be made.

We should appreciate your giving the matters raised in this letter your early and earnest consideration, since the Administration must have the right to use this crossing before May of this year. If there are any

problems in connection with amending this agreement in accordance with the suggestions made in this letter, we should appreciate your telephoning Mr. Mulcahy promptly. His number is 234-3361, Extension 4683. The area code is 503.

We appreciate very much your courtesy and consideration of this matter and hope that we may be able soon to receive an agreement from your company amended in accordance with the suggestions made in this letter.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosure

cc:
Mr. A. W. Kilborn, Superintendent
Southern Pacific Transportation
Company
251 Union Station
Portland, Oregon 97209

Official File - ELOF

ELT:MLMcMillin:flp 2-25-71

Southern Pacific Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

IN REPLY PLEASE REFER TO

February 17, 1971

323-4

OFFICIAL FILE COPY
No. Date 2-18-71
Referred To:
Action Taken:
☒ ANS. ☐ NO REPLY
By [illegible] Date 2-25-71

Mr. Max L. McMillin
Head, Title Section
Branch of Land
U.S. Dept. of the Interior
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to your file ELT Tract: Wendson Substation Access Road Agreement, concerning road crossing at Wendson.

Attached are duplicate counterparts of agreement prepared by our company for your review and consideration. You will note that the agreement provides for payment of $100 for the agreement. In addition, there is an annual cost of $360 for the Longitudinal Roadway Encroachment. Also, the management requires the installation of automatic protection at an estimated cost of $5,310.

Will you please review the agreements and if satisfactory, execute on the part of your administration and return the counterparts for our further attention.

Yours truly,

A W Kilborn

Att.

December 22, 1970
ELT
Tract: Wendson Substation

Forest Department
Office of State Forester
P. O. Box 2289
Salem, Oregon 97310

Attention: Mr. Cameron D. Mull
Staff Forester

Gentlemen:

This is in reply to your letter of December 9, 1970 regarding payment of forest patrol assessments for 26 acres of land in Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

This office has been advised that BPA is without authority to make this payment. Special authority from the Congress would be required before this payment can be made. We understand that at least one other Federal Agency has such special authority, however, BPA does not have such authority and therefore we cannot make the payment.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELT

ELT:Conrad Nystrom/bas

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Conrad Nystrom - ELT

DATE: November 4, 1970

FROM : J. E. Perry, Head
Disbursement Audit Section - MFD

SUBJECT: Fire Patrol Special Assessments

Enclosed are two statements purporting to assess BPA property in Lane and Lincoln Counties for fire patrol taxes.

The Lane County twenty-six acres appear to be the Wendson Substation site.

I understand from your conversation with Mr. O'Leary that tax statements such as these are processed for correction by the Title Section.

3 Enclosures
Property Tax Stmnts

cc:
Wm.A. Muchow - MFDG
Official File- MFD

LOL eary:meh 11-4-70

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Max McMillin
Branch of Land - ELT

DATE: December 11, 1970

FROM : J. E. Perry, Head
Disbursement Audit Section - MFD

SUBJECT: Fire Protection District Assessment -
Wendson Substation Site

The enclosed letter and invoice from the State of Oregon, Department of Forestry, follows my memorandum of November 4, 1970, to Conrad Nystrom, which transmitted the Lane County real estate tax statements for the same assessment.

Our recollection of this situation was that the substation site of 26 acres was within the Western Lane Protection District, and BPA would be entitled to protection within the district without payment of this tax assessment.

Please answer Mr. Mull's inquiry.

2 Enclosures:
Letter 12/9/70
Inv. No. 5092

cc:
W. A. Muchow - MFDG
Official File- MFD

LOLeary:meh 12-11-70

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

FORESTRY DEPARTMENT

OFFICE OF STATE FORESTER

P. O. BOX 2289 • SALEM, OREGON • 97310 • PHONE 364-2171

December 9, 1970

OFFICIAL FILE COPY
No. Date
DEC 10 1970
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Bonneville Power Administration
1002 N.E. Holladay
Portland, Oregon 97208

Attention: J. E. Perry, Disbursement Officer

Gentlemen:

Mr. O'Leary of your office has called my attention to the fact that a parcel of land recently purchased by the Bonneville Power Administration was assessed by Lane County for fire protection to be provided by the State Forester during the 1970-1971 fiscal year. It appears that at the time the assessment rolls were compiled, this property was still carried as private ownership. We have cancelled the protection costs charged against the land by the County and have prepared the attached invoice for your consideration.

If you find everything to be in order, remittance at your early convenience will be appreciated.

Very truly yours,

J. E. SCHROEDER, State Forester

By Cameron D. Mull
Cameron D. Mull
Staff Forester

CDM:sc

Attachment

-f-67 SM

INVOICE

629-A-2-13

DATE December 9, 1970

STATE OF OREGON—DEPARTMENT OF FORESTRY

2600 STATE STREET

SALEM, OREGON 97310

5092

Bonneville Power Administration
1002 N. E. Holladay
Portland, Oregon 97208

CHARGE

CREDIT

FP 71749

MAKE ALL CHECKS PAYABLE TO STATE FORESTER

QUAN.	UNIT	DISTRIBUTION FUND	PROG	ACTY	AB	CD	EF	OBJECT (CLASS)	DESCRIPTION	UNIT PRICE	TOTAL
									Western Lane Protection District		
									Forest Patrol assessments for the 1970-1971 fiscal year.		
								71106	97-02 200 77 64 85 185-11W Section 16, Tax Lot 600		
									26.00 acres @ $.175 per acre		$4.55
										TOTAL	$4.55

DISTRIBUTION

WHITE—INVOICE
BLUE—INVOICE
GOLD—FILE
PINK—CREDIT

1970-71 REAL PROPERTY TAXES
LANE COUNTY, OREGON

ASSESSED AS OF JANUARY 1, 1970 FOR FISCAL YEAR ENDING JUNE 30, 1971

MAKE REMITTANCE PAYABLE TO:
JOHN H. PARKHURST, DIRECTOR
DEPARTMENT OF ASSESSMENT AND TAXATION
EUGENE, OREGON 97401 PHONE 342-1311 EXT. 251

NAME, ADDRESS AND ADDITIONAL DESCRIPTION

U S GOVERNMENT
DEPARTMENT OF INTERIOR
BONNEVILLE POWER ADMIN
834 PEARL ST
EUGENE OR 97401

97-04

TAXPAYER, IF OTHER THAN PERSON NAMED ABOVE.

LIST NO. LOAN NO.

TOTAL STATE PROPERTY TAX RELIEF
AMOUNT $ 16,529,863 TAX RATE ** $ .90

DUE DATES - INTEREST - DISCOUNT

FULL TAX LESS 3% OR 1ST 1/4	NOV. 15, 70
SECOND QUARTER	FEB. 15, 71
THIRD QUARTER	MAY 15, 71
FOURTH QUARTER	AUG. 15, 71

INTEREST CHARGED AFTER ABOVE DATES AT THE RATE OF 2/3 OF ONE PERCENT PER MONTH.

DISCOUNT: 1/4 PAYMENT - NONE.
1/2 PAYMENT - 1% ON AMOUNT PAID.
3/4 PAYMENT - 2% ON AMOUNT PAID.

SEE REVERSE SIDE

ACCOUNT NUMBER 20077048S

DESCRIPTION OF REAL PROPERTY								
MAP NUMBER					TAX LOT NUMBER	SPECIAL INTEREST		
TWP. SOUTH	RANGE	SEC.	1/4 SEC	1/16 SEC		TYPE	IN REAL PPTY.	N
18	11	16			600			S

ACRES AND ASSESSED VALUES		CURRENT TAXES		
DESCRIPTION	ASSESSED VALUE	TAX LEVIED BY	TAX RATE **	AD VALO
APPROXIMATE ACRES	26.00	SCHOOL DIST. #97	23.39	
LAND		L.C.A.E.D.	1.51	
TIMBER		PORT OF SIUSLAW	.37	
IMPROVEMENTS *		WEST LANE HOSPTL	.94	
TOTAL		LANE COUNTY	1.40	
EXEMPTION-TYPE		LESS ST. RELIEF	.90-	
EXEMPTION-TYPE				

NET VALUE EXEMPT MULTIPLIED BY TOTAL RATE 26.71

NOTICE: The potential additional Tax on the specially assessed unzoned farm land for this property is:
Current Tax Year:
TOTAL (CURRENT AND PRIOR YEARS)

SPECIAL ASSESSMENTS — TYPE: FIRE PATROL

DELINQUENT TAXES—INTEREST NOT INCLUDED

NOTICE: FORECLOSURE PROCEEDINGS WILL BE STARTED AFTER DEC. 15 ON REAL PROPERTY ACCOUNTS SHOWING UNPAID TAXES FOR YEAR INDICATED →	YEAR	AMOUNT
PRIOR YEARS →	69-70	
	68-69	
	67-68	
	66-67	

1970-71 TAXES AND ASSESSMENTS →
LESS 3% DISCOUNT →

NET IF PAID BY NOV. 15, 1970 →

* BUILDINGS AND OTHER IMPROVEMENTS ON LAND.
** DOLLARS AND CENTS PER THOUSAND DOLLARS OF

CASH
CHECK
M.O.
CLERK

TAXPAYER MUST RETURN BOTH COPIES TO OBTAIN A RECEIPT. WHEN VALIDATED BELOW, THE COPY BECOMES YOUR RECEIPT FOR TAXES PAID ON PROPERTY DESCRIBED HEREON.

PORTION PAID	DATE PAID	RECEIPT NO.	TAX PAID	INTEREST OR DISCOUNT	CASH RECEIVED	BALANCE DUE

1970-71 REAL PROPERTY TAXES

LANE COUNTY, OREGON

ASSESSED AS OF JANUARY 1, 1970 FOR FISCAL YEAR ENDING JUNE 30, 1971

MAKE REMITTANCE PAYABLE TO:
JOHN H. PARKHURST, DIRECTOR
DEPARTMENT OF ASSESSMENT AND TAXATION
EUGENE, OREGON 97401 PHONE 342-1311 EXT. 251

SEE REVERSE SIDE

ACCOUNT NUMBER 200053049

NAME, ADDRESS AND ADDITIONAL DESCRIPTION

UNITED STATES OF AMERICA
DEPT OF INTERIOR
BONNEVILLE POWER ADMIN
834 PEARL ST
EUGENE OR 97401

TAXPAYER, IF OTHER THAN PERSON NAMED ABOVE.

LIST NO. LOAN NO.

TOTAL STATE PROPERTY TAX RELIEF
AMOUNT $ 16,529,863 TAX RATE ** $ .90

DUE DATES - INTEREST - DISCOUNT
FULL TAX LESS 2% OR 1ST. 1/4 NOV. 15, 70
SECOND QUARTER FEB. 15, 71
THIRD QUARTER MAY 15, 71
FOURTH QUARTER AUG. 15, 71
INTEREST CHARGED AFTER ABOVE DATES AT THE RATE OF 2/3 OF ONE PERCENT PER MONTH.
DISCOUNT: 1/4 PAYMENT - NONE. 1/2 PAYMENT - 1% ON AMOUNT PAID. 3/4 PAYMENT - 2% ON AMOUNT PAID.

ACRES AND ASSESSED VALUES

DESCRIPTION	ASSESSED VALUE
APPROXIMATE ACRES	.49
LAND	
TIMBER	
IMPROVEMENTS *	
TOTAL	
EXEMPTION-TYPE	
EXEMPTION-TYPE	

NET VALUE EXEMPT

NOTICE: The potential additional Tax on the specially assessed unzoned farm land for this property is:
Current Tax Year:
TOTAL (CURRENT AND PRIOR YEARS)

DELINQUENT TAXES—INTEREST NOT INCLUDED

NOTICE: FORECLOSURE PROCEEDINGS WILL BE STARTED AFTER DEC. 15 ON REAL PROPERTY ACCOUNTS SHOWING UNPAID TAXES FOR YEAR INDICATED → PRIOR YEARS →

YEAR	AMOUNT
69-70	
68-69	
67-68	
66-67	

DESCRIPTION OF REAL PROPERTY

MAP NUMBER TWP SOUTH	RANGE	SEC.	1/4 SEC.	1/16 SEC.	TAX LOT NUMBER	SPECIAL INTEREST T Y P E	IN REAL PPTY.
16	4	27			201		

CURRENT TAXES

TAX LEVIED BY	TAX RATE **	AD VAL
SCHOOL DIST. #69	18.75	
L.C.A.E.D.	1.51	
J C FIRE	.21	
LANE COUNTY	1.40	
LESS ST. RELIEF	.90-	

MULTIPLIED BY TOTAL RATE 20.97

SPECIAL ASSESSMENTS TYPE

1970-71 TAXES AND ASSESSMENTS → N
LESS 3% DISCOUNT →

NET IF PAID BY NOV. 15, 1970 → N

* BUILDINGS AND OTHER IMPROVEMENTS ON LAND
** DOLLARS AND CENTS PER THOUSAND DOLLARS O

CASH	
CHECK	
M.O.	
CLERK	

TAXPAYER MUST RETURN BOTH COPIES TO OBTAIN A RECEIPT. WHEN VALIDATED BELOW, THE COPY BECOMES YOUR RECEIPT FOR TAXES PAID ON PROPERTY DESCRIBED HEREON.

PORTION PAID	DATE PAID	RECEIPT NO.	TAX PAID	INTEREST OR DISCOUNT	CASH RECEIVED	BALANCE DUE

1970-71 PROPERTY TAXES
LINCOLN COUNTY, OREGON

ASSESSED AS OF JANUARY 1, 1970 FOR FISCAL YEAR ENDING JUNE 30, 1971.*

NAME – ADDRESS – DESCRIPTION

US OF AMERICA
Bonneville Power
Box 3621
Portland, Ore 97208

Account Number and Description of Property

TWP.	R.E. W.M.	SEC.	1/4 SEC	1/16 SEC	TAX LOT NUMBER	TYPE CODE	CODE AREA	SERIAL NUMBER
11	10	29	0	0	901	00	260	230470

ASSESSED VALUE - REAL PROPERTY

CLASSIFICATION	APPROXIMATE NUMBER OF ACRES	AMOUNT
Land		
Timber		
Buildings and Other		

CURRENT TAXES AND SPECIAL ASSESSMENTS

LEVIED BY	TAX RATE *	AMOUNT

Total Value — Multiplied by 13.76 = *

DELINQUENT TAXES

YEAR	AMOUNT

INTEREST NOT INCLUDED

SPECIAL ASSESSMENTS	
FIRE PATROL	2.00
TOTAL TAXES & ASSESSMENTS.....	2.00
3% DISCOUNT	.06
NET TAX IF PAID BY NOV. 15, 1970*	1.94

NOTICE: THE POTENTIAL ADDITIONAL TAX ON THE SPECIALLY ASSESSED UNZONED FARM OR TIMBER LAND FOR THIS PROPERTY IS:

CURRENT TAX YEAR $

TOTAL CURRENT & PRIOR YRS. $

TAXPAYER'S NAME AND ADDRESS

Make Your Remittance Payable to
EVERETT HOCKEMA, Sheriff & Tax Collector
Court House, Newport, Oregon 97365
Telephone 265-5341

CODE & DATE PAID
TAXES
INT. OR DISC
RECT'D

QUARTER

FULL PAY

CHECK						
MONEY ORDER						
CASH						
RETURNED						
RECEIPTED						

*SEE INFORMATION ON THE BACK OF THIS FORM

IF NO RECEIPT IS REQUESTED RETAIN ONE COPY OF STATEMENT FOR YOUR RECORDS.

CHECK HERE ☐ IF RECEIPT IS REQUESTED, AND RETURN BOTH COPIES WITH YOUR PAYMENT.

LOCAL PROPERTY TAX RELIEF
AMOUNT 17,041,094. TAX RATE .70

November 13, 1970
ELT
Tract: Wendson Substation
Access Road Agreement

Southern Pacific Transportation Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Replying to your letter of November 10, 1970 regarding the above-captioned matter, the Federal Government is a self-insurer and thus does not secure liability insurance. It can, however, if it is so desired, place a clause in the crossing agreement providing that the United States of America shall require its contractor to obtain personal liability and property insurance in the amount of $250,000/$500,000. The coverage, however, would have to exclude injury or damage directly caused by the negligence of the railroad, its employees or agents.

If this would be agreeable to your Company we would be pleased to insert such a clause in the agreement or, if you so desire, you may place such a clause in the agreement.

We should appreciate your taking all action possible to expedite the execution of this agreement since our contractors must be given the right to enter this property soon. If we cannot come to an agreement regarding this matter it will be necessary to take other action.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELT

ELT:Max L. McMillin/bas

12/8/70 Telephoned Jack Kennedy, the area division engineer who has been handling this matter, and he promised that he would contact the office in San Francisco and stress the urgency of getting this agreement. MLM

S-2650

Southern Pacific Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

November 10, 1970

IN REPLY PLEASE REFER TO
323-4

OFFICIAL FILE COPY
No. Date
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
U. S. Dept. of the Interior
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to your letter of October 22, file ELT Tract: Wendson Substation Access road agreement.

Our management is studying this proposal rather closely because of the very limited view time for vehicles using the crossing. Consideration is being given to the design of the warning indicator for the protection of vehicular traffic over the proposed crossing. In addition, we feel it would be desirable for Bonneville Power Administration to furnish policy in the amounts of $250,000/$500,000 personal liability and property damage whereby Southern Pacific Transportation Company would be named as an additional insured. Such insurance policy would stipulate that Bonneville Power Administration is insured and, in turn Railroad is insured, up to the limits of the policy for any injury or damage incurred account construction, existence, maintenance or use of the crossing regardless how incurred.

Will you please advise if Bonneville would be agreeable to providing the above described insurance.

Yours truly,

A W Kilborn

S-2550

Southern Pacific Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
C. T. BABERS
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

October 27, 1970

IN REPLY PLEASE REFER TO
323-4

OFFICIAL FILE COPY
No. Date
OCT 28 1970
Referred To:
Action Taken:
ANS. NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
U. S. Dept. of the Interior
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to your letter of October 22, file ELT Tract: Wendson Substation Access road agreement.

Our management is still reviewing this proposal.

Sight time of vehicles using the crossing is very limited. You will be advised as soon as decision has been reached.

Yours truly,

A W Kilborn

October 22, 1970
ELT
Tract: Wendson Substation
Access road agreement

Southern Pacific Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Reference is made to your letter of September 11, 1970 on the above subject.

We shall appreciate your advising us the status of this application.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELT

ELT:Conrad Nystrom/bas

S-2860

Southern Pacific
Transportation Company

251 Union Station • Portland, Oregon 97209

A. W. KILBORN
SUPERINTENDENT
B. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

September 11, 1970

IN REPLY PLEASE REFER TO
323-4

OFFICIAL FILE COPY
No. Date
Referred To:
Action Taken
☐ ANS. ☐ NO REPLY
By Date

Max L. McMillin
Head, Title Section
Branch of Land
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Referring to your letter of August 27, file ELT Access Road Agreement, Wendson Substation.

Your application for this access roadway and agreement were transmitted to the interested department in our San Francisco office by letter of August 14. The matter is being reviewed and agreement should be returned in the near future.

We can not authorize work on our right-of-way in advance of execution of the agreement.

Yours truly,

A W Kilborn

August 27, 1970
ELT
Access road agreement
Wendson Substation

Southern Pacific Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Reference is made to our application of July 15, 1970 for a permit for an existing access road crossing and to travel along an existing road on the edge of the railroad right of way as an entrance road to our Wendson Substation Site.

Our Branch of Construction advises that our contractor will soon be working in this vicinity. We should therefore appreciate it, if the plans for this crossing are satisfactory, if we can receive advance permission to enter same pending execution of the agreement form.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official File - ELOF

ELT:Conrad Nystrom/bas

July 15, 1970

ELT

Access road agreement
Wendson Substation

Southern Pacific Company
251 Union Station
Portland, Oregon 97209

Attention: Mr. A. W. Kilborn,
Superintendent

Gentlemen:

Enclosed herewith are an original and three copies of an agreement which is being submitted to you for use and maintenance of an access road encroachment on railroad right of way and an existing access road crossing over railroad tracks in the SW¼NW¼ of Section 15 and the SE¼NE¼ and Lot 1 of Section 16, all being in Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, for entrance to our Wendson Substation.

Drawings, serial Nos. 202548 DSC-D and 146252 DTM-D have been revised to conform to the presently located crossing and are attached to the agreement and made a part thereof.

If this agreement meets with your approval, two copies should be executed and returned to this office to be signed on behalf of the Administration. A fully executed copy will be returned to you for your files, together with as many conformed copies as you may desire.

Sincerely,

Conrad Nystrom
Acting Head, Title Section
Branch of Land

Enclosures

cc:
Official Files - ELOF

ELT:BASchomer:bas

JUN 18 1970

Wendson Substation Entrance Road, Permit Request, Tract No.
Wendson Substation Entrance Road, Parcel 2A

Subject request is herewith transmitted.

Enclosure

cc:

ETMOR:DMForman:bw 6-18-70

Henry R. Staats
Right of Way Group - FTMRR

June 8, 1970

Max L. McMillin, Head, Title Section
Branch of Land - ELT

Wendson Substation Entrance Road, P. 2A

Attached is a print of Drawing 202548 DSC-D dated 1/28/70 and a print of Drawing 146252 DTM-D, Rev. 6. Also attached for cancellation is the access road acquisition request dated 12/30/69 for the subject parcel. It appears that substantial changes to this entrance road have been made since the issuance of the above acquisition request.

Please review this facility and issue a new acquisition request, together with prints of the current maps which will be needed by the Southern Pacific Company in their evaluation of this request for rights. It is noted that neither the railroad station nor the highway station are indicated at the crossing and the point of approach to the highway.

No further work will be done by the Branch of Land until a current request and maps are received.

Enclosures

cc:
Official File - ELOF

ELT:Conrad Nystrom/bas 6-8-70

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Max L. McMillin, Head, Title Section
Branch of Land - ELT

DATE: February 11, 1970

In reply refer to:
EDCC

FROM : Ivor T. Davies, Chief
Branch of Substation Design - ED

SUBJECT: Wendson Substation, Entrance Road - W.O. 134-24

We have reviewed the Southern Pacific Company plan for our crossing of their track. A survey has been made and plan prepared for this form of access. It is requested that formal approval be obtained from the S.P. Co. and the Oregon State Highway Commission for this construction. It will also be necessary to have their liability requirements to add to our construction specifications.

The attached BPA Dwg. 202548-DSC-D outlines the details of the above approach and crossing.

Ivor T. Davies

1 Enclosure (6 cys)

cc:
D. C. Marquez - EDC
C. L. Waugh - EDS
Official Files - EDOP

EDCC:PSGjelde:ef 2-11-70

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

Paul S. Gjelde
Branch of Substation Design - EDCC

November 6, 1969

Conrad Nystrom, Acting Head, Title Section
Branch of Land - ELT

Wendson Substation Entrance Road, P. 2A
Southern Pacific Company

On September 12 we forwarded a xeroxed copy of a letter and drawing received from the Southern Pacific Company to you for your consideration and comments.

Could you please inform us what progress is being made on this case.

cc:
Official File - ELOF

ELT:BASchomer:bas 11-6-69

Paul S. Gjelde
Branch of Substation Design EDCC

September 12, 1969

Max L. McMillin, Head, Title Section
Branch of Land ELT

Wendson Substation Entrance Road, P. 2A
Southern Pacific Company

Enclosed is a xeroxed copy of a letter and drawing received from Southern Pacific Company, for your consideration and comments.

Enclosures

cc:
Official File ELOF

ELT:MLMcMillin/bas 9-12-69

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
B. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209

September 9, 1969

Date
Check
323-4
Referred To:
Action Taken
☐ ANS. ☐ NO REPLY
By Date

Mr. Max L. McMillin
Head, Title Section
Branch of Land
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Please refer to your file ELT, Wendson Substation Entrance Road, Parcel 2A.

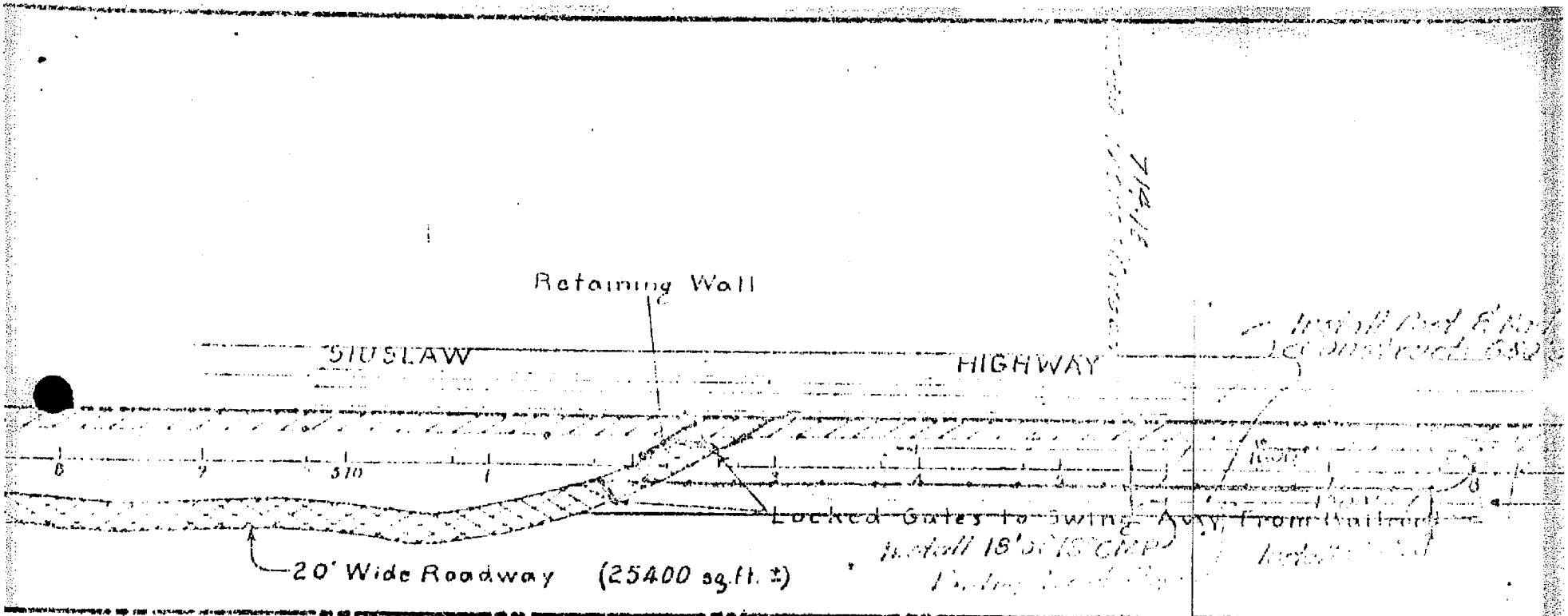
We have investigated your request for private road crossing on Coos Bay Branch which would involve the construction of retaining walls and gates to eliminate use by unauthorized parties. Our investigation develops there is an existing private roadway approximately 600 feet Railroad East of your proposed crossing. Investigation also indicates better view conditions at the existing crossing and it could be utilized if a connecting roadway was built parallel to our trackage on the northwesterly side.

Xerox copy of drawing showing the proposal is attached for your use. This would require a barricade between the parallel roadway and our trackage. Please advise if you consider this alternate acceptable.

Yours truly,

A W Kilborn

attachment


Retaining Wall
SIUSLAW
HIGHWAY
Locked Gates to Swing Away from Railroad
20' Wide Roadway (25400 sq.ft. ±)

OREGON
DRAWING L-1556
SHEET NO.
C O 713.37 X
N C R/W

HIGHWAY

To POWERS

100

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
COOS BAY BRANCH
WENDSON
Lease for Road Crossing
Roadway and Retaining Wall
BONNEVILLE POWER ADMINISTRATION
Scale 1"=100' and June 27, 1938

DRAWER

June 26, 1969

ELT

Wendson Substation Site
and Entrance Road, P.2B

Oregon State Highway Department
Division 2
205 East Salem Hwy. Bldg.
Salem, Oregon 97310

Attention: Mr. J. B. Boyd, Assistant Division Engineer

Gentlemen:

In accordance with your discussion with Mr. Paul S. Gjelde of our Branch of Substation Design, we are enclosing two copies of revised Drawing No. 202548-DSC-D.

Thank you for your cooperation.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc: ELOF

ELT:hr

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Max L. McMillin, Head Title Section
Branch of Land - ELT

DATE: June 20, 1969

In reply refer to:
EDCC

FROM : Ivor T. Davies, Head
Branch of Substation Design - ED

SUBJECT: Wendson substation entrance road

We are enclosing six copies of drawing 202548-DSC-D, Wendson Substation Railroad Crossing and Highway Connection.

This drawing has been revised to conform to the state highway and S.P. Railroad requirements. Discussions were held with Mr. J. B. Boyd, Asst. Division Engineer, Oregon State Highway Department, and Mr. W. H. Kennedy, Office Engineer, Southern Pacific Company. Tentative approval was given for this development as now proposed. Mr. Boyd requested that the revised request be mailed directly to him.

The present construction schedule calls for the start of line clearing in 1969-70 and the substation in early 1971.

Ivor T. Davies

Enclosures 6

cc:
Mr. Marjerrison - ET
C. L. Waugh - EDS
D. C. Marquez - EDC
Official File - EDPF
EDCC:PSGjelde:ef 6-20-69

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

June 25, 1969
ELT
Tract: Wendson Substation
Entrance Road

Southern Pacific Company
324 Union Station
Portland, Oregon 97209

Attention: Mr. W. H. Kennedy
Office Engineer

Gentlemen:

This will confirm our conversation of the other day.

We should appreciate your referring the proposed Wendson Substation Site Access Road permit application to your San Francisco office for approval. The Administration is in accord with the proposition that locked gates be installed at each end of the access road to prevent the general public from trespassing upon the railroad property.

Your assistance in securing the expeditious issuance of this permit is appreciated.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

cc:
Official Files ELOF
ELT:MLMcMillin/bas

228-8181
EXT. 305

W. H. KENNEDY

OFFICE ENGINEER
SOUTHERN PACIFIC COMPANY

324 UNION STATION
PORTLAND

File

June 13, 1969

Louis J. Cowan
Assistant Chief, Branch of Land - ELA

Wendson Substation site access road

Paul Gjelde advised me today that they have reached a tentative agreement with the State Highway Department which involves some slight modifications on our part. These are being incorporated on another map which Paul will present to the Southern Pacific Railway Co.

Paul feels that the Southern Pacific is not aware that the road in question is a private road, and it is gated and locked. Also there are two roads crossing the railroad, one on each side of the proposed road, that are more dangerous than the road into our proposed substation. Paul will advise us of the results of his meeting with the Southern Pacific and the final agreement with the State Highway Department.

cc:
P. Gjelde - EDCC
Official File - ELOF

ELA:LJCowan:sh 6-13-69

Paul S. Gjelde
Branch of Substation Design EDSSC

March 5, 1969

Max L. McMillin, Head, Title Section
Branch of Land ELT

Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

I am attaching a copy of a letter we have received from the Oregon State Highway Department regarding the Wendson Substation Entrance Road crossing permit which we are seeking from the Department.

We shall continue our contact with the Highway Department for any specific construction that the Department may require for this crossing.

Enclosure

cc:
H.Burless - Eu
L.Cress - EUS
Official File - ELOF

ELT:MLMcMillin:hr

OREGON STATE HIGHWAY DEPARTMENT

DIVISION 2

205 EAST SALEM HWY. BLDG. • SALEM, OREGON • 97310 • Phone 364-2171

OFFICIAL FILE COPY
No. Date 3-4-69
Class.
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By

February 28, 1969

Mr. Max Macmillian
Head of the Title Section
Branch of Land
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Dear Mr. Macmillian:

The access for the proposed Wendson substation is at a less than desirable location. As you know, a portion of the highway right of way is an encroachment on the Southern Pacific Railroad right of way. It is of an extremely narrow dimension from the edge of the highway shoulder to the railroad. The difference in elevation between the grade of the highway and the grade of the railroad is approximately 8 feet. We do not believe this is a desirable location for a heavily used approach. The preliminary design from the approach would require considerable more study and some improvements to be approved by myself.

This letter is for your information in your continued study of the desirability of locating your substation in this area.

Very truly yours,

R. D. Asburry
DIVISION ENGINEER

by

J. B. Boyd
ASST. DIVISION ENGINEER

JSB:ejh

The File

February 20, 1969

Max L. McMillin, Head, Title Section
Branch of Land ELT

Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

The undersigned telephoned Paul Gjelde of Substation Design Section to ascertain if that section had made any decision as to whether it would conform to the requirements of Southern Pacific Company that automatic crossing gates be constructed at three locations as safety devices for this crossing.

Mr. Gjelde informed me that no action had been taken on the demand of Southern Pacific. I then told him that I would place my file in suspense until we heard further from him. He stated that this would be satisfactory.

cc:
P. Gjelde - EDSCC
Official File - ELOF

ELT:Max L. McMillin/bas 2-20-69

Ivor T. Davies, Head
Substation Design Section - EDS

December 20, 1968

Louis J. Cowan
Assistant Chief, Branch of Land - ELA

Wendson Substation entrance road, Parcel 2A

Attached is a copy of the Southern Pacific Company letter dated December 18, 1968, in response to our application for a crossing permit for the proposed entrance road to the Wendson Substation site.

The Oregon State Highway Department is still considering our application for approach permit.

Your attention is invited to paragraph four of my November 26, 1968, memorandum concerning the Wendson Substation site. This problem with the Southern Pacific Company and the Oregon State Highway Department emphasizes the fact that a land representative should be present on these final site selections to assist in any way possible to minimize land problems such as this.

Enclosure

cc:
H. Hurless - Eu
L. Gress - EDS
Official File - ELOF

ELA:LJCowan:mh 12-20-68

Southern Pacific Company

A. W. KILBORN
SUPERINTENDENT
B. W. BISHOP
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

251 UNION STATION, PORTLAND, OREGON 97209

December 18, 1968

323-4

Mr. Max L. McMillin
Head, Title Section
Branch of Land
Bonneville Power Administration
Portland, Oregon 97208

Dear Sir:

Refer to your letter of December 12, file ELT, Wendson Substation Entrance Road, Parcel 2A, concerning private road crossing over our right of way near Wendson.

The crossing you propose will approach the track at oblique angles from all directions. Many times the visibility is limited due to adverse weather conditions and heavy fog. We could not recommend a crossing which would be quite extensively used unless crossing protection were considered. It would be our opinion that automatic crossing gates would be required at three locations to render this crossing safe for use.

Yours truly,

W. H. Kennedy
324 Union Sta

December 12, 1968
ELT

Wendson Substation
Entrance Road
Parcel 2A

Mr. A. W. Kilborn, Superintendent
Southern Pacific Company
251 Union Station
Portland, Oregon 97209

Dear Mr. Kilborn:

The Bonneville Power Administration requests permission to construct, use, maintain and repair a new access entrance road crossing over a railroad and a new retaining wall in Lot 1 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, as shown on BPA drawing No. 202518 DSC-D, three copies of which are enclosed.

The acquisition of the Wendson Substation is contingent upon the approval of this application and we are therefore interested in receiving an early response to the application. We actually do not need the form of permit at this time but only your decision as to whether or not the permit will be granted.

Thank you for your cooperation in this matter.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc:
Official Files ELOF

ELT:hr

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD ACQUISITION REQUEST

TRACT NO. Wendson Substation Entrance Road
PARCEL NO. 2A

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE JUN 18 1970

The acquisition of the ~~easement~~ permit described below is hereby requested.

~~NAME OF ACCESS ROAD~~

NAME OF OWNER Southern Pacific Railroad Company

STATE Oregon COUNTY Lane SEC 15 & 16 TWP 18S RGE 11W WM

DESCRIPTION An existing access road encroachment on the Southern Pacific Railroad Company right of way and an existing access road crossing over the Southern Pacific Railroad Company tracks in the SW¼NW¼ of Section 15 and the SE¼NE¼ and Lot 1 of Section 16, as shown on BPA Drawings 146252 and 202548 DSC-D.

LENGTH OF ACCESS ROAD

RIGHT OF WAY WIDTH

PURPOSE Access to the BPA Wendson Substation .

REMARKS This request cancels and supersedes all previous requests for this parcel. Fifteen reduced prints of the above drawings are attached.

Prepared by: DMForman:bw

Verified by: DMF

Checked by:

CHIEF, BRANCH OF TRANSMISSION DESIGN

M Magnuson

WEND-SS-AR, P.2A

K#19749

SUP

Copy

Org.

BAE - XX - 04111/323-4 - 5/6/71

Non-Conformed Copy of Executed Instrument

Wendson Substation
Contract No. 14-07

AUDIT NO. 7664

PRIVATE ROAD CROSSING TRACKS AT GRADE

THIS AGREEMENT, made this 18th day of _____, 19 71, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation, first party, hereinafter termed "Railroad", and the UNITED STATES DEPARTMENT OF THE INTERIOR, BONNEVILLE POWER ADMINISTRATION, Portland, Oregon 97208 second party, hereinafter termed "Licensee";

WITNESSETH:

In consideration of the payment by Licensee to Railroad of One Hundred Dollars ($100) and the faithful performance of all covenants and agreements to be performed by Licensee, as herein contained, and subject to the following conditions, Railroad hereby permits Licensee to use and maintain an existing access road encroachment on the Railroad right of way and to use and maintain an existing access road crossing over Railroad tracks in the SW1/4 NW1/4 of Section 15 and the SE1/4 NE1/4 and Lot 1 of Section 16, all in Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, for entrance to the Wendson Substation, as shown on BPA Drawing No. 146252 DTM-D and Railroad's Drawing No. B-806, attached and made parts hereof.

1. Licensee agrees to pay Railroad as rental, the sum of One Hundred Thirty-Two Dollars ($132) per annum, payable annually.

2. Licensee hereby acknowledges the title of Railroad and its lessor in and to the premises described in this agreement and agrees never to assail or resist said title.

3. Licensee, at Licensee's sole cost and expense, shall construct and thereafter maintain and keep said crossing and encroachment in good repair at all times to the satisfaction of Railroad. Licensee shall keep said crossing and the flangeways of the tracks free and clear of all rubbish and debris.

4. In the event right of way fences are now, or at some future time, installed and maintained at or adjacent to said crossing, Licensee, at Licensee's sole cost and expense, shall provide and erect such fence gates thereat as may be designated by Railroad; said gates shall be approved by Railroad and shall be erected to its satisfaction. Licensee thenceforth shall maintain and keep said gates in good repair to the satisfaction of Railroad and shall keep said gates closed and securely fastened at all times, except when said crossing is actually being used.

5. Licensee agrees that all trucks and other vehicles shall come to a complete stop before crossing the tracks of Railroad at said crossing and shall not proceed thereover until it has been ascertained that it is safe to do so. Licensee shall not obstruct or interfere with the passage of Railroad's trains and shall not permit said crossing to be used by the public or by any person or persons except Licensee, Licensee's guests, tenants, employees and persons having business with Licensee, it being expressly understood and agreed that said crossing is a private one and is not intended for public use.

6. Roadway signs, whistle signs and stop signs shall be constructed and maintained at the expense of Licensee at such locations and in such form as may be designated by Railroad. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the construction and maintenance of said roadway and said signs.

7. In consideration of the rights, privileges and license granted herein to Licensee and of Railroad's exposure to hazard by reason of the construction, maintenance and use of said crossing, which hazard would not exist were such crossing not to be installed, maintained or used, it is agreed that Railroad, its successors, assigns and Lessor, shall not be liable to Licensee for loss or

destruction of or damage to any property of Licensee while upon, about or in the use of said crossing.

8. If Licensee shall fail, neglect or refuse to keep, observe or perform any of the conditions, covenants or agreements herein contained, upon written notice by Railroad to Licensee specifying the nature of such failure, neglect or refusal and the failure of the Licensee to correct or remedy the same promptly, the Railroad may terminate this agreement. Should Licensee cease to use or abandon said crossing, this agreement may be terminated by either party by giving thirty (30) days' notice in writing to the other.

9. Upon any expiration or termination of this agreement, all rights and privileges hereby given shall cease and determine and Licensee, at Licensee's sole cost and expense, shall remove said crossing, leaving the area occupied thereby in a neat and clean condition.

10. Licensee agrees that it will not construct, alter or repair structures of any character upon the above-mentioned premises without the written consent of the Railroad first had and obtained, except necessary emergency repairs.

11. In the event such written consent is given pursuant to Section 10, Licensee will not commence any construction, alteration or repair until fifteen (15) days after such written consent is given by Railroad.

12. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons who perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

13. The covenants and provisions of Section 7 hereof, shall inure to the benefit of each and all of the affiliated companies of

Railroad and any other railroad company that may be lawfully operating upon and over the tracks at said crossing, and wherever the word "Railroad" is used in said Section 7 herein, it shall be construed to include each and all of the affiliated companies of Railroad and any railroad company that may be lawfully operating upon and over the said tracks at said crossing.

14. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install a train indicator, together with necessary actuating and operating circuits and adequate instrument housing at said crossing. Installation of and all materials for said train indicator shall be in accordance with Railroad's usual standards. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith; provided, however, that such cost and expense shall not exceed Ten Thousand Six Hundred Twenty Dollars ($10,620).

Railroad shall maintain said train indicator and Licensee shall reimburse Railroad annually for all cost and expense incurred by Railroad in connection therewith. The present annual maintenance cost is Three Hundred Sixty Dollars ($360) based on twelve (12) Association of American Railroad's signal units at Thirty Dollars ($30) per unit, per annum. The number of units listed herein is an estimate only and the annual maintenance cost shall be based on the actual number of units included in the signal installation. Such maintenance cost shall be subject to adjustment in accordance with fluctuating costs of labor and materials.

15. Any contractor performing work on the property of Railroad in connection with construction, maintenance and use of said roadway by Licensee shall enter into Railroad's standard form of Contractor's Agreement prior to commencing work on Railroad's premises.

16. Licensee shall not assign or transfer this agreement in whole

or in part without the written consent of Railroad first had and obtained.

17. This agreement is subject and subordinate to any and all permits, leases and grants heretofore made and now in effect upon the premises over which said crossing is to be constructed.

18. This agreement shall be binding upon the successors and assigns of the parties hereto, and the words and phrases hereinabove used are to be strictly construed; that is to say, the same are to be given their full, exact and technical meaning and shall not be extended by implication beyond the literal meaning thereof.

19. All expenditures to be made by Licensee under the provisions of this agreement shall be subject to appropriations being available for the purpose.

20. The Railroad warrants that no person or selling agency has been employed or retained to solicit or secure this lease contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Railroad for the purposes of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

21. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have caused these presents

to be executed in duplicate the day and year first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By _____
(Title)

Attest: _____
Assistant Secretary

UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

By _____
Max L. McMillin
Head, Title Section
Branch of Land

Witnessed By:

_____

_____

WEND AR-P2A

EVLT December 21, 1984
Sections 15 & 16, Twp. 18S, Rge. 11W, W.M.
Lane County, Oregon
Tract No. WEND-SS-AR-P.2

Your reference: L-166484 WENDSON

CERTIFIED / RETURN RECEIPT REQUESTED

Mr. J. K. Young, Regional Engineer
Southern Pacific Transportation Co.
Room 251-N Union Station
800 N.W. Sixth Ave.
Portland, OR 97209

Dear Mr. Young:

Enclosed is a copy of the executed document covering the crossing agreement Bonneville Power Administration has with Southern Pacific Transportation Co. referenced under Contract No. 14-03-19749.

Also enclosed is U.S. Treasurer's check No. 24,992,413 drawn to the order of your company in the amount of $1,950. This amount represents reimbursement for thirteen years of maintenance as provided for in the agreement.

In order that the $375.00, per annum, be processed in the future, I ask that you send invoices to the address noted below.

Bonneville Power Administration
P. O. Box 491
Vancouver, WA 98666
Attention: Facilities Manager - OPN

Please refer to our above-mentioned tract number in all correspondence.

Sincerely,

Donald C. Miller, Chief
Title and Payment Unit - EVLT
Division of Land Resources

cc:
Official File - EVLR
Records and Status - EVLR

2 Enclosures

cc:
DTJC - K. Killin

cc:
OPN - J. Straub (Dittmer)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

FILE NO. [illegible]

Contract No. [illegible]

LAND OBLIGATION NOTIFICATION

DATE Nov. 25, 1984

TO : DIVISION OF DISBURSEMENT AUDIT
GENERAL VOUCHER BRANCH — DJK

FROM: DIVISION OF LAND RESOURCES

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Southern Pacific Transportation Co.

REQUEST IS MADE FOR ☐ INCREASE IN ☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

Gore
(Signed)

DESCRIPTION	ORG	OBJ	ACCT	W.O.	LOCATION	AMOUNT
[illegible] 5066	[illegible]	[illegible]2	112[illegible]	[illegible]		[illegible]

DISBURSEMENT VOUCHER

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621, PORTLAND, OREGON 97208

PREP DATE Nov. 25, 1984

VOUCHER NO. 5M0006

SCH NO. 5M0426

PAYEE

Southern Pacific Transportation Company

AMOUNT
$ 1,950.00

EXAM AUD BY
GC

APPROP: 89 x 4045

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA		REMARKS
GROSS AMOUNT	$	
DEDUCTIONS:		
Discount		
Retained percentage		
Corrections (explain below)		
Other		
NET AMOUNT TO BE PAID	$	

STATEMENTS

Payment for Wendson Substation crossing agreement in accordance with Contract No. 14-03-19749.

APPROVED FOR $1,950.00

(Sgd) Margaret M. Kageler

By FOR
Janette L. Anderson, Acting Chief
Title & Land Management Section
Division of Land Resources

NOV 28 1984

ACCOUNT CLASSIFICATION

ORG (13–16)	OBJ (17–18)	ACCT (19–23)	W.O. (24–29)	LOCATION (30–35)	WDFO (36–39)	PURCHASE ORDER NO. (45–50)	RECEIVING REPORT NO. (51–56)	MISCELLANEOUS DESCRIPTION (57–69)	AMOUNT (70–80)
EVX	32	11250	831-549			EM5066			

BPA 360 REV. APRIL 1980

Southern Pacific
Transportation Company

Room 251-N Union Station • 800 Northwest Sixth Avenue • Portland, Oregon 97209

G. A. GREBLO
SUPERINTENDENT
R. I. MELBO
ASSISTANT SUPERINTENDENT
T. P. RUSSELL
DIVISION MECHANICAL OFFICER
J. K. YOUNG
REGIONAL ENGINEER

IN REPLY PLEASE REFER TO

November 9, 1984 L-166484 WENDSON

U. S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED

U. S. Department of the Interior
Bonneville Power Administration
P. O. Box 3621
Portland, OR. 97208

Attention: Mr. Richard Lunsford, Disbursement Audit
Contract no. 14-03-19749

Gentlemen:

During recent signal inspection on our Coos Bay Branch, near Wendson, Oregon, a question arose concerning the block indicators at your private road crossing, Milepost CO-714.22.

Indicators were installed during 1971 and paid for by the B.P.A. in an effort to increase safety at the crossing.

While reviewing your private road crossing agreement, L-166484, it was noted in section no. 14 that licensee shall reimburse railroad annually for expenses incurred to maintain the train indicators. The annual rate was established to be $360.00, based on an estimate of 12 AAR units at $30.00 per unit. The actual AAR unit count for this equipment was set at five.

In check with our billing department, it was discovered that an account had never been set up to arrange for this annual billing. SPTCo. has been maintaining this indicator for thirteen years now without reimbursement as provided for in the agreement.

We regret this unfortunate billing oversight; however, this does not relieve B.P.A. of the responsibility to bring its account current.

Please forward your payment in the amount of $1,950.00 within 30-days.

In addition, increased AAR rates have been in effect for some time in the amount of $75.00 per unit, per annum. You will now be receiving annual billings in the amount of $375.00.

Copy of agreement is attached for your ready reference.

Yours truly,

J. K. Young

Attach.

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date 16 Nov 84

TO
Name File
Routing symbol

Fold here for return

FROM
Name DCM
Routing symbol

Joel Sanford - Wardson
997-8710

No Bend
756-5651
Dave Kitrell will call back

SC Needs to know our address

21 Nov Kitrell says crossing
in use + OK

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date 16 Nov 84

TO
Name File
Routing symbol

Fold here for return

FROM
Name DCM
Routing symbol

Kaye K will pay this if we stamp certify it. I will check to see that we are still using crossing

WEND-SAR-P2A

KH19749

SUP

MAY 2 1989

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date: 6-19-87

TO
Name: Records & Status
Routing symbol: EULI

Fold here for return

FROM
Name: Sally Binninger
Routing symbol: EULG

Wendson Substation Entrance Road, P2A

Please incorporate the attached information into the file as supplement. thanks

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date 6-19-87

TO
Name: Billie La Palm
Routing symbol: DTJC

Fold here for return

FROM
Name: Sally Binninger
Routing symbol: EULC

K 14-03-19749

Please refer to memo attached regarding annual payment of maintenance for indicators. If payment has not stopped, please initiate action to see that we no longer pay this $360. We will still need to pay for the right for this crossing, $132 annually. If any questions just call x3293. thanks.

6-19-87

I called the number for the trailer park. Sarah Batchelder answered and said she was managing property for the western Bank- property is in foreclosure, and Nemberts no longer live there. I told her I had written several letters to Nemberts advising them warning signal removed- but they were not delivered. I told her I finally sent a letter non-certified. Ms. Batchelder said they were aware of the

letter and she had taken a copy to the bank to advise them. they have been put on notice then regarding crossing.

6/1987
2 of 2

MAR 17 1987

EVLG
Wendson Substation Entrance Road
Parcels 1, 1.1, 2 and 2A
LAND USE NO. 86181

Mr. and Mrs. Edward Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

On August 15, 1986, the Bonneville Power Administration (BPA) issued you a Land Use Agreement permitting your use of our substation entrance road for maintaining a private water system. One section of this road crosses the Southern Pacific Railroad tracks.

We have been advised by Southern Pacific that the warning device at this crossing was considered below standard and has been removed; it will not be replaced. During the course of your use of this crossing, please exercise extreme caution. There will no longer be a warning flag alerting you to approaching trains.

Sincerely,

/s/ RENEE M. FERRERA

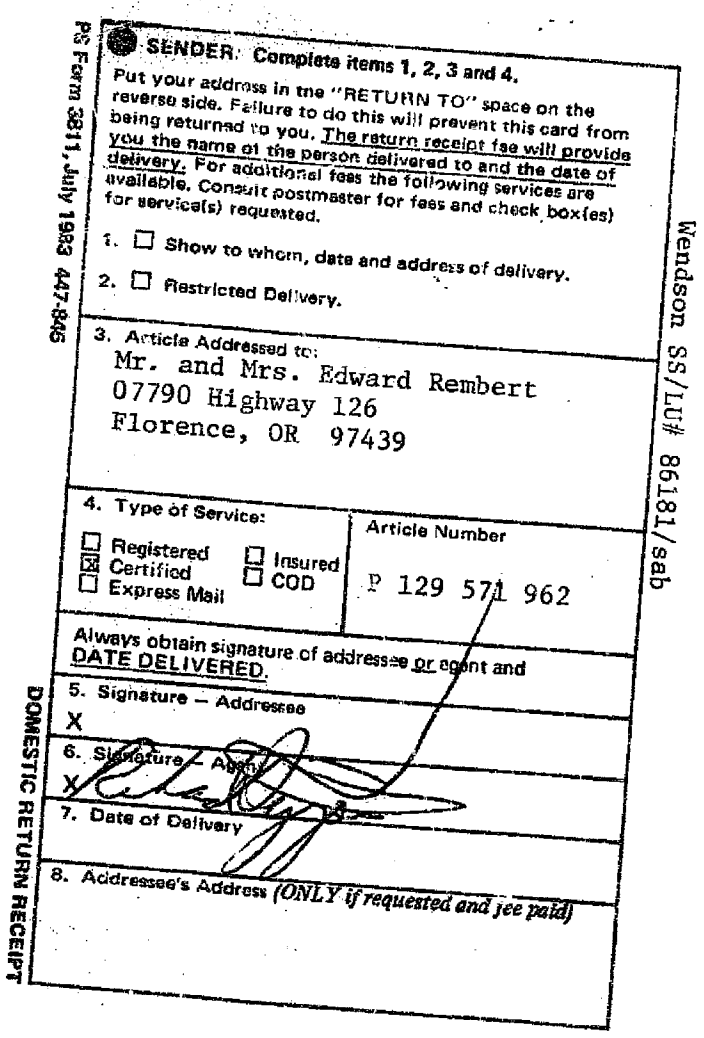
Renee M. Ferrera
Chief, Land Management Section

SBinninger:daw:3293 (WP-EVLG-7279V)

3-16-87

~~Carolyn~~ / Renee

I sent this letter certified to this address and it came back. I called the number I had for the Rembert's, and a man is there watching the place while they are gone. He will not accept certified mail for them; he verified this was correct address. I then sent the letter to Mr Rembert at his business address in Colorado on Mar 3. The receipt →



PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:
Mr. and Mrs. Edward Rembert
07790 Highway 126
Florence, OR 97439

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number
P 129 571 962

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X

7. Date of Delivery

8. Addressee's Address *(ONLY if requested and fee paid)*

DOMESTIC RETURN RECEIPT

Wendson SS/LU# 86181/sab

WEND-SARP2A
14-19749

FEB 13 1987

EVLC

John Straub, Building and Grounds Manager - OPN

Renee M. Ferrera, Chief, Land Management Section - EVLC

/s/ Renee M. Ferrera

Wendson Substation Entrance Road, Tract WEND-SS-AR-P.2b

Under the terms of Contract No. 14-03-19749 between Southern Pacific Railroad (SPRR) and Bonneville Power Administration (BPA), SPRR installed and maintained track indicators at the point where BPA's Wendson Substation entrance road crosses the SPRR. BPA paid for the installation and annual maintenance expenses.

Representatives of SPRR's head office inspected the site February 6 and mandated immediate removal of the track indicators. Dick Johnston, Administrative Engineer, SPRR, advised that the indicators have been removed.

Contract No. 14-03-19749, Private Road Crossing Tracks at Grade, addresses both the use of the access road, and installation and maintenance of the track indicators. We must continue to pay the $132 annual fee for use of the road. However, please ensure that no expense for maintenance of the track indicators after February 6, 1987, be paid.

KPickrjd:3254 (WP-EVLC-7293V)

cc:
Official File - EVLI

FEB 09 1987

EVLG
Wendson Substation Entrance Road
Parcels 1, 1.1, 2 and 2A
LAND USE NO. 86181

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. and Mrs. Edward Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

On August 15, 1986, the Bonneville Power Administration (BPA) issued you a Land Use Agreement permitting your use of our substation entrance road for maintaining a private water system. One section of this road crosses the Southern Pacific Railroad tracks.

We have been advised by Southern Pacific that the warning device at this crossing was considered below standard and has been removed; it will not be replaced. During the course of your use of this crossing, please exercise extreme caution. There will no longer be a warning flag alerting you to approaching trains.

Sincerely,

/s/ RENEE M. FERRERA

Renee M. Ferrera
Chief, Land Management Section

SBinninger:daw:3293 (WP-EVLG-7279V)

cc:
Official File - EVLI

2-6-87

Karen took a call from railroad. They have removed warning device from crossing. Will have to watch for trains. Send letter to Remberts

WEND-SAR-P2A

SUP 3

WEND-SAR-2A

RailAmerica, Inc.

INVOICE

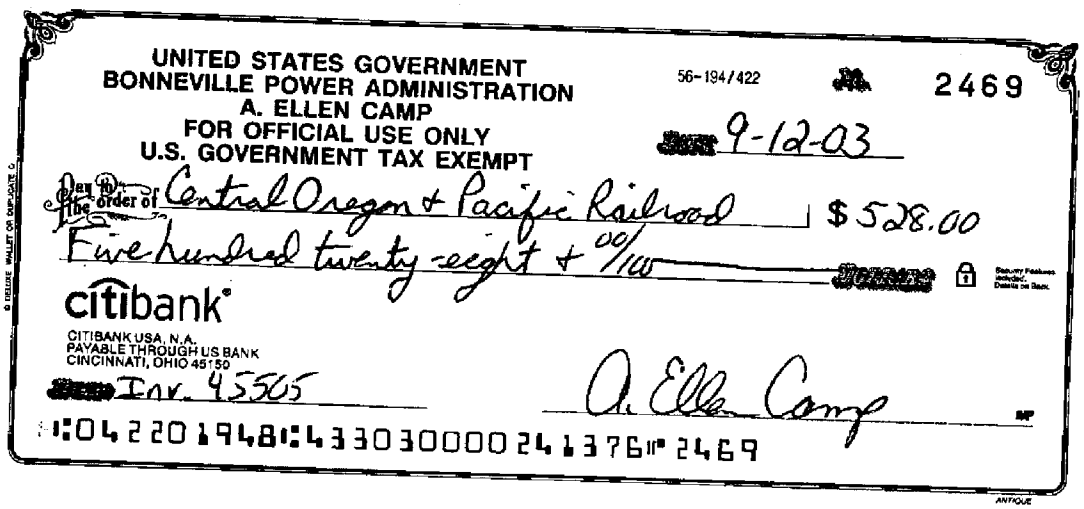
Please
Remit to: CENTRAL OREGON & PACIFIC RAILROAD
P.O. BOX 200384
DALLAS, TX 75320

BONNEVILLE POWER ADMINISTRATION
P.O. BOX 61409
VANCOUVER, WA 98666
ATTN: ELLEN CAMP (TRT-TPP-4)

Invoice No. 45505 **Date Due:** Upon Receipt **Date Issued:** 9/9/2003

Agreement No. CORP 710518
Agreement Type: Roadway & Crossing
Town: Wendson, OR **Mile: 714.0**
Original Date: 18-May-71

Billing Period: May 18, 2000 thru to May 17, 2001	**$132.00**
Billing Period: May 18, 2001 thru to May 17, 2002	**$132.00**
Billing Period: May 18, 2002 thru to May 17, 2003	**$132.00**
Billing Period: May 18, 2003 thru to May 17, 2004	**$132.00**


UNITED STATES GOVERNMENT
BONNEVILLE POWER ADMINISTRATION
A. ELLEN CAMP
FOR OFFICIAL USE ONLY
U.S. GOVERNMENT TAX EXEMPT

56-194/422 2469

Date 9-12-03

Pay to the order of Central Oregon & Pacific Railroad $ 528.00

Five hundred twenty-eight + 00/100

citibank
CITIBANK USA, N.A.
PAYABLE THROUGH US BANK
CINCINNATI, OHIO 45150

Memo Inv. 45505 A. Ellen Camp

⑆042201948⑆4330300002413761⑈2469

ANTIQUE

TOTAL AMOUNT DUE: **$528.00**

Please reference invoice No. and/or Contract No. on remittance.
Please send billing inquiries to the above address, or call:
(210) 841-7686 Fax No. (210) 841-8207

PERMIT DIVISION

OREGON STATE HIGHWAY DEPARTMENT

June 12, 1970

OFFICIAL FILE COPY
No. Date 6-12-70
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

United States Department of Interior
Bonneville Power Administration
Portland, Oregon 97208

Attention: Max L. McMillin
Head, Title Section
Branch of Land

Ref: ELT
File No. 36850
Cushman-Hanson Creek Section
Florence-Eugene (formerly Siuslaw) Highway No. 62
Highway Road Approach Permit No. 17842

Gentlemen:

This letter shall constitute a revision of the reference Road Approach Permit issued you on August 5, 1969, to cover an approach to the Florence-Eugene Highway No. 62 at M.P. 5.33, Station 753+20.

Said permit is hereby revised by cancelling the approach as detailed and described in the original permit and substituting therefore access to the highway via existing approach ramps at M.P. 5.25, Station 758+00, as shown on the attached BPA Drawing No. 202548-DSC-D, dated January 28, 1970.

Very truly yours,

R. P. Hamilton
Director of Permits

John F. Hagemann
Permits Office Engineer

JFH:jf
Attachment

cc: Division C
Dale Allen
Earl F. Saling

Wendson Substation Site and Entrance Road, P. 2B

OREGON STATE HIGHWAY COMMISSION
Form E-307 (11-66)

Application and Permit to Construct Approach Road

Road Approach Permit No. 17842

Name and Address of Applicant

United States Dept. of Interior
Bonneville Power Administration
Portland, Oregon
97208

Applicant hereby applies to the Oregon State Highway Commission for permission to construct an approach road connection to the North side of the Florence-Eugene Highway No. 62 Lane County, between, ~~at or near~~ Florence and Mapleton, as described herein.

GENERAL PROVISIONS—Attached hereto and by this reference made a part hereof.

SPECIAL PROVISIONS

1. Type of permit: ☒ Permanent; ☐ Temporary: Expires _____ Highway Reference Map No. 8B-30-3

2. Location: Mile Post(s) 05.33 Highway Engineer's Station(s) 753+20

3. Approach Road: Surface type Asphalt Concrete, thickness 4" in., width 20'

Pipe required? Yes Diam. 12" Length 114' Kind Concrete Minimum Cover 12"

If bridge, catch basin or other unusual drainage facility required, describe and attach sketch or specify Highway Standard

Plan No. 202548-DSC-D

This permit is issued with the understanding that the applicant shall obtain an easement from the railroad before any work is done as the railroad is the owner of property upon which the approach is to be constructed.

Treatment of island, if any _____

Materials to be furnished or items of work to be done by applicant All. Approach to be paved with asphalt conc. and to slope at least 1/4 inch per foot away from the edge of highway pavement to the ditch line so that no water will be forced onto the traveled portion of the highway.
(List specifically, or if none, state "none")

Materials to be furnished or items of work to be done by State None
(List specifically, or if none, state "none")

Est. cost of State work $_____ How paid ☐ Applicant check, M. O., or cash ☐ State right of way or construction obligation

4. Highway: Surface type Asphalt Conc, width 25' Shoulder type Asphalt Conc., width 10'

Curbs? No (If so, show type) R/W width, approach side R/R Easment Alignment at approach road Tangent (Tangent or approx. degree curve)

Sight distance (from point 6' back of shoulder or curb) 500 + feet ahead 500 + feet back

5. Facility served by approach Substation

6. Adequate space to park vehicles off the R/W? Yes

7. Right of access purchased or otherwise obtained by State? No

Recommended for approval: Eldon L. Everton, District Maintenance Superintendent — J. B. Boyd, Division Engineer, ASST.

Applicant declares he is the owner or lessee of the real property abutting the above described highway and has the lawful authority to apply for this permit. This permit is issued by the Commission subject to the terms and provisions contained herein and attached hereto; this permit is accepted and approved by the applicant subject to said terms and provisions.

Applicant U. S. Department of the Interior Bonneville Power Administration

By Max L. McMillin
Head, Title Section, Branch of Land

Date of Application 11 July 1969

OREGON STATE HIGHWAY COMMISSION

By: Chas. F. Hagemann
ASST. DIRECTOR OF PERMITS

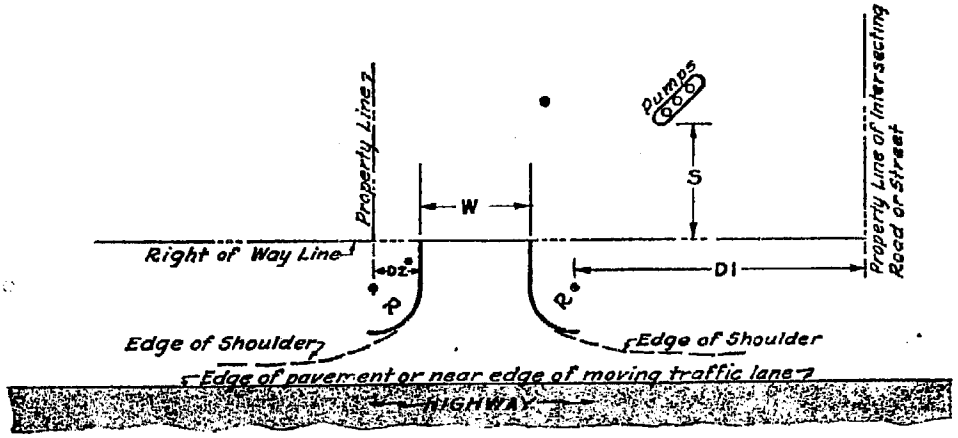
Effective Date 8-5-69

SPECIAL PROVISIONS (Cont.)

8. The approach road covered by this permit shall be single/~~dual~~ and shall conform to the dimensions and figures indicated on the sketch map, cross-section and schedule of dimensions included herein or attached hereto, and shall be constructed to the grade established by the Engineer.

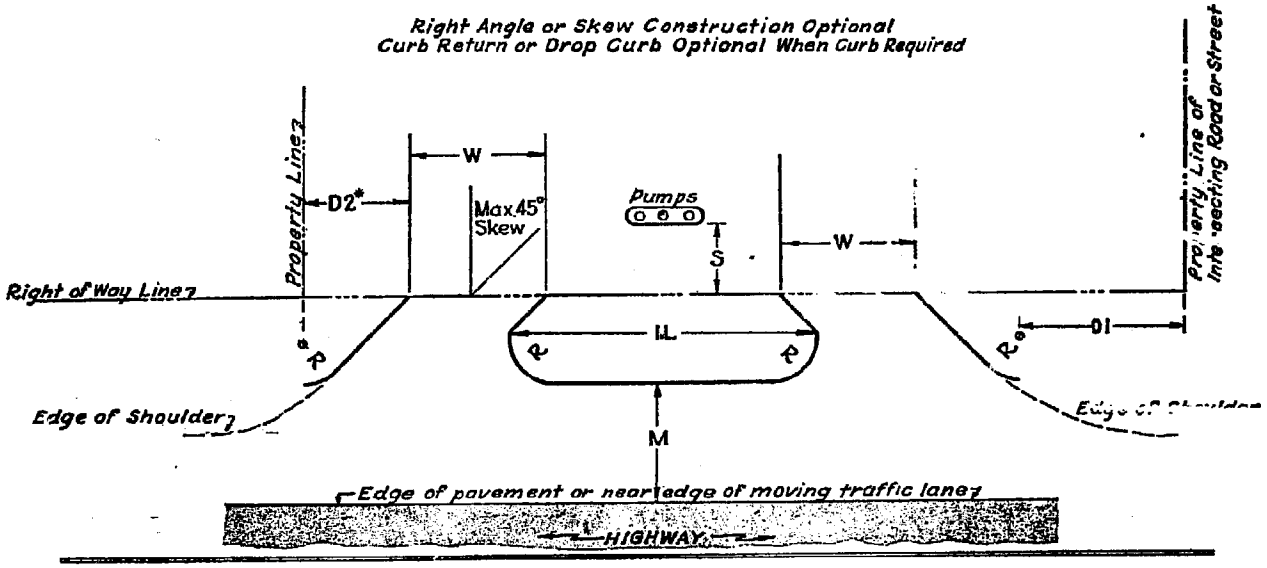
SINGLE APPROACH ROAD

Right Angle or Skew Construction Optional
Curb Return or Drop Curb Optional When Curb Required



DUAL APPROACH ROAD

Right Angle or Skew Construction Optional
Curb Return or Drop Curb Optional When Curb Required



SCHEDULE OF DIMENSIONS

Applicable to Single or Dual Type Access

Dimension	Minimum	Maximum	Approved
D1	10'	None	
D2*	5'	None	
R	5'	35'	
M	10'	None	
W	15'	50'	
S	10'	None	
IL	30'	None	
Angle of Skew	90°	45°	

D-1 & D-2 Across-Southern Pacific R/R Property

See attached map for proposed road approach

*One common approach to adjacent property may be permitted provided W does not exceed 50'

† Strike out word not applicable.

† Strike out word not applicable.

Form E-307A (11-66)

OREGON STATE HIGHWAY COMMISSION
ROAD APPROACH PERMIT

GENERAL PROVISIONS

1. No approach road or other facility shall be constructed upon the highway right of way until a signed copy of this permit is returned to the applicant.

2. The word Engineer as used herein shall mean the State Highway Engineer or his duly authorized representative.

3. This permit is granted with the specific understanding that the applicant shall be responsible and liable for all accidents, damage or injury to any person or property resulting from the construction, maintenance, repair, operation or use of said approach road for which the applicant may be legally liable,

4. The construction, maintenance, operation and use of said approach road is subject to the paramount control of the legislature over said highway, and no right or privilege herein granted shall be deemed or construed to be beyond the reach or authority of the legislature to control the said highway, and the applicant in accepting this permit accepts it knowing that the rights and privileges herein granted may at any time be defeated and abrogated by legislative act.

5. The stopping or parking of vehicles upon the state highway right of way for the servicing of such vehicles or in furtherance of any business transaction or commercial establishment is strictly prohibited. Minimum set back distances as shown by dimensions on the sketch map or plan herein for buildings, pump islands, or any other structure now existing on or hereafter placed on applicant's property, shall be strictly observed. NO APPROACH WILL BE CONSTRUCTED FOR OR BY ANY APPLICANT FAILING TO CONFORM.

6. The number of approaches to a single property shall be limited to a minimum that will allow the property to accommodate and service such traffic as may be reasonably anticipated. NO APPROACH ROAD WILL BE CONSTRUCTED TO OR PERMITTED ON A HIGHWAY OR SECTION THEREOF WHERE RIGHTS OF ACCESS TO OR FROM THE ABUTTING PROPERTY HAVE BEEN ACQUIRED BY THE STATE THROUGH PURCHASE OR GRANT OR WHERE RIGHTS OF ACCESS HAVE NEVER ACCRUED.

7. In the construction of an approach road under this permit, the State recognizes the applicant's ownership of the materials entering into said construction.

8. If in the event of the reconstruction or widening of any highway, it becomes necessary to remove, alter or reconstruct the approach road constructed under authority of this permit, the cost of such removal or replacement to a like width and condition will be borne by the State. Any widening or other improvement of the approach road at the applicant's request shall be done only under authority of a new permit and at the expense of the applicant.

9. The construction of the approach road by the applicant, his agent or contractor, will be permitted only when the applicant furnishes evidence of having at his disposal adequate and suitable equipment for doing the work and furnishes satisfactory plans and specifications.

10. If this permit is temporary, a deposit of not less than $50.00 is required to guarantee removal of the approach by the applicant on or before the expiration date. If no expense is incurred by the State in the satisfactory removal of the approach, the entire amount of the deposit will be refunded to the applicant. **Not applicable**

11. Failure to construct the approach or approaches in conformance with the provisions written herein or plans attached hereto may result in cancellation of the permit and removal of the partially constructed approach or approaches at the applicant's sole expense.

12. If at any time in the future because of increased volume of traffic using the approach road covered by this permit or a change in the character of the traffic using such approach road it is reasonably determined that additional traffic controls are necessary for the safety of the traveling public (e.g., acceleration or deceleration lanes, widening of the highway to provide left-turn refuges, traffic warning lights or signals, etc.) the permittee hereby agrees to reimburse the State for the entire cost of constructing or installing such additional traffic controls; provided, however, that if the permittee is a lessee of real property abutting upon a state highway at the location described in the Application and Permit, the liability of the permittee as aforesaid shall be limited to the cost of constructing or installing the additional traffic controls which are constructed and installed during the time the lease is in force and effect.

13. Upon completion of said approach road, the applicant may perform additional minor work, such as seeding or planting of island, working or cutting edges of said approach, etc., provided that such work is done in a manner so as to cause no interference to traffic upon the highway and is performed at the applicant's sole expense.

GENERAL PROVISIONS—Continued

14. The entire expense of maintaining said approach road shall be borne by the applicant, who is hereby permitted to make minor repairs, such as the correction of irregularities in the surfacing of the approach road, repair of curbs or walks, etc., provided that the maintenance work does not interfere with or interrupt traffic upon and along the highway. No work shall be done and no equipment shall be used by the applicant on the shoulder of the highway at any time, unless applicant shall have first secured approval from the Superintendent of Maintenance of the district in which the approach road is located.

15. No unauthorized signs shall be placed, permitted or maintained by the applicant upon any portion of the right of way, nor shall any signs not conforming to law be placed, permitted or maintained on property adjacent to the right of way. Where standard warning signs, such as "Look Out for Log Trucks," are required by this permit or other regulations, or are ordered by the Engineer to provide warning of the approach road, such signs shall be furnished and placed by the State at the expense of the applicant.

16. The planting or placing of other adornments not prohibited by law on the island or any portion of the right of way by the applicant shall be limited to low growing shrubs, grass, or flowers that do not attain sufficient height to obstruct clear vision in any direction. No curbs, posts or other structures shall be placed on the highway right of way unless applicant shall have first secured the approval of the Engineer.

17. The applicant hereby authorizes officers, employees, agents, representatives and contractors of the State Highway Commission to enter upon property owned or leased by said applicant for the purpose of constructing the said approach road.

Not applicable

18. The word "applicant" and all references to the applicant contained herein shall include the plural when appropriate.

19. It is expressly understood that this permit is conditioned upon replacement or restoration of the highway to its original or to a satisfactory condition.

20. This permit is issued subject to the approval of city, county or other governmental agencies having either joint supervision over said highway or authority to regulate land use by means of zoning or building regulations. It shall be the applicant's responsibility to determine the necessity of and obtain any such approval which may be required.

21. If the Applicant fails to commence installation of the road approach or approaches covered by the permit within twelve (12) months from the effective date of the permit, said permit shall be deemed null and void and all privileges thereunder forfeited, unless a written extension of time is obtained from the Engineer.

22. All expenditures to be made by the applicant under the provisions of this agreement shall be subject to appropriations being available for the purpose.

23. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or 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.

133164 - Box #59

WEND-55
AR 2B
OR STATE HWY
No K

BPA OFFICIAL RECORD FILE
RETURN TO
M&F LAND FILES

FORM E-30-X (12-67)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 4, 1970

SUBJECT: File 36850
Cushman-Hanson Creek Sec.
Florence-Eugene Highway

To: Mr. Robert Hamilton
Director of Permits
East Highway Bldg.

Attention Mr. J. F. Hagemann

Attached is Bonneville Power Administration's letter of June 3, 1970, written by Max L. McMillin, which was inadvertently sent to Mr. W. H. Haskin. Since you issued Permit 17842, we believe you should handle the reissuance as requested.

We note in our File 37455 a private roadway agreement between the Southern Pacific Transportation Company and the State Highway Commission at Milepoint 713.8 on the railroad which was acquired by the State Highway Utilities Department or Jack Sollis of the Legal Department for a consideration of $100 for this Bonneville approach.

Since Bonneville is now requesting a new approach, shouldn't they pay for the new approach and should it not be acquired from Southern Pacific Company before the new approach is granted to Bonneville? Perhaps you will want to clear this with the Utilities Department or Jack Sollis before reissuing the permit to Bonneville.

EARL F. SALING
Right of Way Office Mgr.

EFS:ls
Attachments (2)

cc: Bonneville Power Administration
Attention Mr. Max L. McMillin

Mr. Jack Sollis
Mr. W. H. Haskin

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

Branch of Land

TO: Land Register Clerk

Date June 11, 1971

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files, Branch of Land.

Tract number: Wendson Substation Entrance Road. P. 2F

County and State: Lane County, Oregon

Grantor: Oregon State Highway Commission

Grantee: BPA

Contract number: # ----------

Date of instrument: August 5, 1969

Rights or privileges conveyed: Access road approach to Hiway No. 62

Conveyances examiner

TO: Land Files, Branch of Land

The Branch of Land has completed work on the above case. Please prepare

1. Index cards (s)
2. Permanent folder (s)
3. Cross references, as necessary.

Land Register Clerk

June 11, 1970
ELT
Tract: Wendson Substation
Entrance Road, P. 2B

Oregon State Highway Division
Permit Section
East Salem Highway Building
Salem, Oregon 97310

Attention: Mr. J. F. Hagemann

Gentlemen:

Enclosed herewith is a copy of Drawing No. 202548 DSC-D requested by you in a telephone conversation with Mr. Nystrom this date.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosure

cc:
Official File - ELOP

ELT:BASchomer:bas

June 3, 1970

ELT

File No. 36850
Cushman-Hanson Creek Section
Siuslaw Highway - Lane Co.

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. W. H. Haskin
Property Manager

Gentlemen:

Enclosed herewith is approach road permit No. 17842 which is being returned to you inasmuch as there has been a change in the point of entry to State Primary Highway No. 34.

In our letter of September 18, 1969 we enclosed three copies of Drawing No. 146252 DTM-D of the Wendson Substation Site and Entrance Road. The drawing has been revised since that time and we enclose herewith three copies of the revised drawing showing the point of entrance to State Primary Highway No. 34.

Will you kindly reissue the "Application and Permit to Construct Approach Road" reflecting the change in the attached copy of Drawing No. 146252 DTM-D, Rev. 6.

Thank you for your cooperation.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc:
Official File - ELOF

ELT:BASchomer:bas

September 18, 1969
ELT
File No. 36850
Cushman-Hanson Creek Section
Siuslaw Highway - Lane Co.

Oregon State Highway Department
Highway Building
Salem, Oregon 97310

Attention: Mr. W. H. Haskin
Property Manager

Gentlemen:

Enclosed herewith are three (3) copies of Drawing No. 146252 DTM-D of the Wendson Substation Site and Entrance Road requested in your letter of September 8, 1969 to the Administration.

Sincerely yours,

Max L. McMillin
Head, Title Section
Brrnch of Land

Enclosures

cc:
Official File ELOP

ELT:BASchomer

OREGON STATE
HIGHWAY DEPARTMENT

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

September 8, 1969

Bonneville Power Administration
1002 N E Holladay
Portland, Oregon

File 36850
Cushman-Hanson Creek Section
Siuslaw Hwy.
Lane Co.

Gentlemen:

Would you please send us copies of the Wendson Substation Site and Entrance Road Map located in Section 16, Township 18 South, Range 11 West, W. M., Lane County, Oregon. The map number is given as 146252 DTM-D, 134-24.

Very truly yours,

G. E. ROHDE
Chief Counsel

By
W. H. HASKIN
Property Manager

WHH/ag

3 copies of above Please.

Ordered 9-11-69

OFFICIAL FILE COPY
No. Date 9-10-69
Class.
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

July 28, 1969
ELT
Wendson Substation Site
and Entrance Road, P. 2B

Oregon State Highway Department
P. O. Box 37
Newport, Oregon 97365

Attention: Mr. Howard G. Roberts
District Maintenance Officeman

Gentlemen:

With reference to your letter of July 11, we enclose herewith an original and three copies of the Oregon State Highway form "Application and Permit to Construct Approach Road" which has been duly signed on behalf of the Administration and is being returned to you for approval.

Please note deletions made with reference to Paragraphs 3, 7, 10 and 17. We have stricken these provisions out in accordance with an agreement entered into in the past with your Department. Also, please note the addition of Items 22 and 23.

Enclosed also are four copies of Drawing No. 202548 DSC-D requested in your letter.

Thank you for your cooperation.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

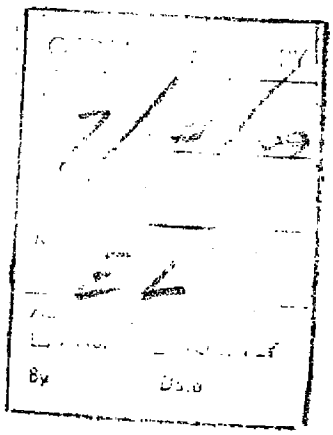
cc:
Official File ELOF

ELT:BAS

OREGON STATE
HIGHWAY DEPARTMENT

P.O. Box 37
Newport, Oregon

11 July 1969



Mr. Max L. McMillin
Head, Title Section
Branch of Land
Bonneville Power Administration
Portland, Oregon 97208

Dear Mr. McMillin:

Please find attached the Oregon State Highway Department form for an Application and Permit to Construct Road Approach. This form is properly prepared to cover the approach you have requested for the road to your substation to intersect the Florence-Eugene Highway at milepost 05.33 as indicated in your drawing 202548-DSC-D. The application will need the approval of the Department of Interior as so indicated by your signature in the bottom left hand corner in the space provided. Please do not confuse this application with an approved permit.

After your approval, the application should be returned to this office for approval and additional administrative approval in Salem. A copy of the approved permit will be mailed to you at a later date.

We will, also, need four more copies of your drawing 202548-DSC-D.

Very truly yours,

Eldon L. Everton
District Maintenance Superintendent

Howard G. Roberts
District Maintenance Officeman

HGR:mtt

Enc.

OREGON STATE HIGHWAY COMMISSION

Form E-307 (11-68)

Application and Permit to Construct Approach Road

Road Approach Permit No. Contract No. 14-03-

Name and Address of Applicant

U. S. Dept. of the Interior
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Applicant hereby applies to the Oregon State Highway Commission for permission to construct an approach road connection to the westerly side of the Primary State Highway No. 34 Lane County, between, at or near _____ and _____, as described herein.

GENERAL PROVISIONS—Attached hereto and by this reference made a part hereof.

SPECIAL PROVISIONS

Tract No. Veneton Substation Entrance Road, Parcel 2

1. Type of permit: ☒ Permanent; ☐ Temporary: Expires _____ Highway Reference Map No. _____
BPA Drawing No. 202543-DSC-D

2. Location: Mile Post(s) _____ Highway Engineer's Station(s) _____

3. Approach Road: Surface type _____, thickness _____ in., width _____

Pipe required? _____ Diam. _____ Length _____ Kind _____ Minimum Cover _____

If bridge, catch basin or other unusual drainage facility required, describe and attach sketch or specify Highway Standard Plan No. _____

Treatment of island, if any _____

Materials to be furnished or items of work to be done by applicant _____

(List specifically, or if none, state "none")

Materials to be furnished or items of work to be done by State _____

(List specifically, or if none, state "none")

Est. cost of State work $_____ How paid ☐ Applicant check, M. O., or cash ☐ State right of way or construction obligation

4. Highway: Surface type _____, width _____ Shoulder type _____, width _____

Curbs? _____ (If so, show type) R/W width, approach side _____ Alignment at approach road _____ (Tangent or approx. degree curve)

Sight distance (from point 6' back of shoulder or curb) _____ ahead _____ back

5. Facility served by approach _____

6. Adequate space to park vehicles off the R/W? _____

7. Right of access purchased or otherwise obtained by State? _____

Recommended for approval: _____ District Maintenance Superintendent

_____ Division Engineer

Applicant declares he is the owner or lessee of the real property abutting the above described highway and has the lawful authority to apply for this permit. This permit is issued by the Commission subject to the terms and provisions contained herein and attached hereto; this permit is accepted and approved by the applicant subject to said terms and provisions.

Applicant U. S. Dept. of the Interior Bonneville Power Administration

By Head, Title Section, Branch of Land Acquisition II, 1968

Date of Application _____

OREGON STATE HIGHWAY COMMISSION

By: _____

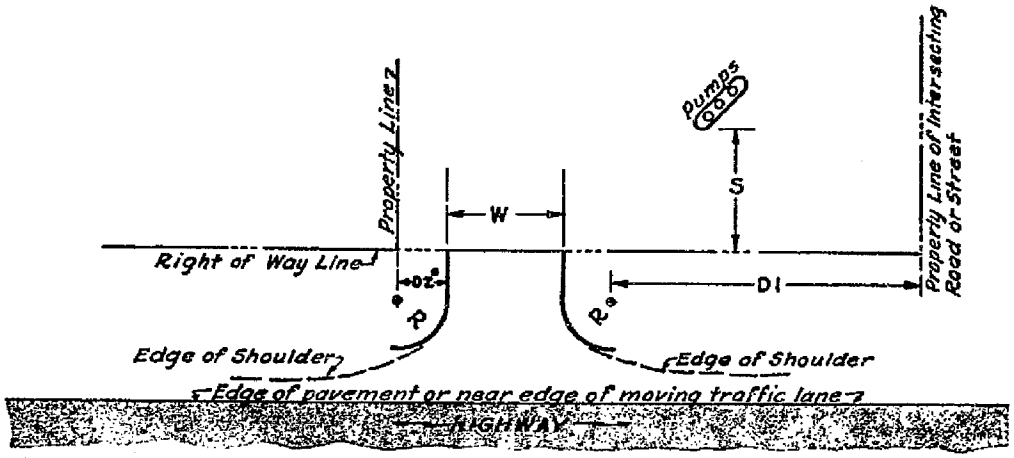
Effective Date _____

SPECIAL PROVISIONS (Cont.)

8. The approach road covered by this permit shall be single/dual,† and shall conform to the dimensions and figures indicated on the sketch map, cross-section and schedule of dimensions included herein or attached hereto, and shall be constructed to the grade established by the Engineer.

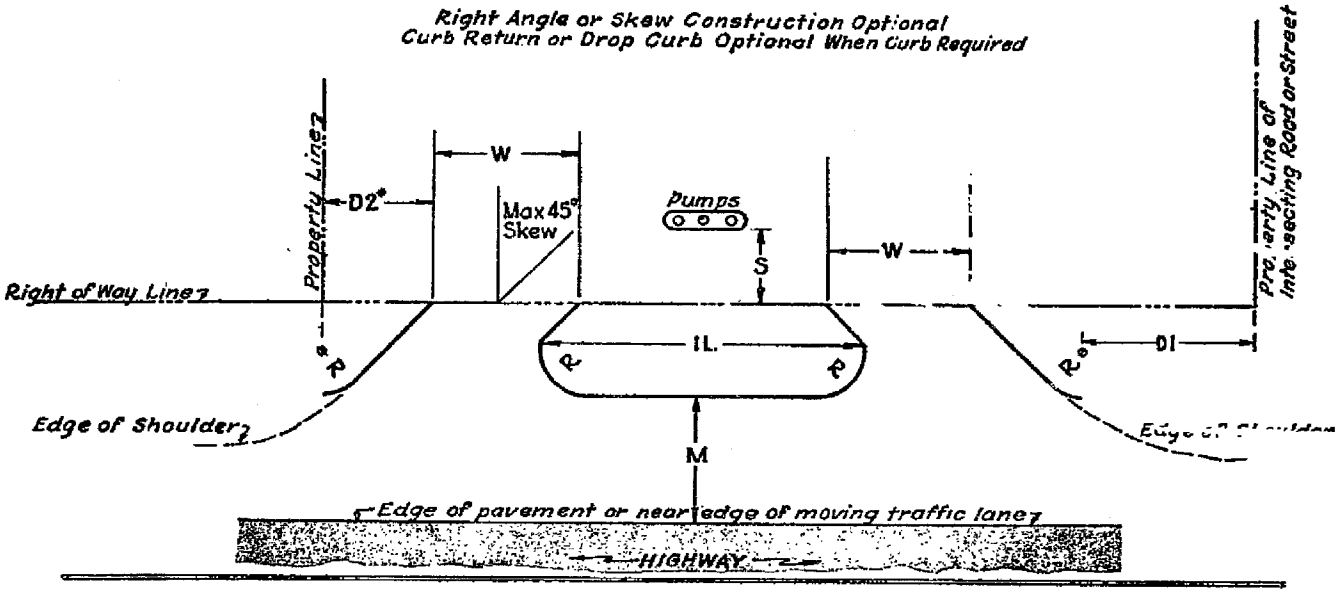
SINGLE APPROACH ROAD

Right Angle or Skew Construction Optional
Curb Return or Drop Curb Optional When Curb Required



DUAL APPROACH ROAD

Right Angle or Skew Construction Optional
Curb Return or Drop Curb Optional When Curb Required



SCHEDULE OF DIMENSIONS

Applicable to Single or Dual Type Access

Dimension	Minimum	Maximum	Approved
D1	10'	None	
D2*	5'	None	
R	5'	35'	
M	10'	None	
W	15'	50'	
S	10'	None	
IL	30'	None	
Angle of Skew	90°	45°	

*One common approach to adjacent property may be permitted provided W does not exceed 50'

† Strike out word not applicable.

† Strike out word not applicable.

June 26, 1969

ELT

Wendson Substation Site
and Entrance Road, P.2B

Oregon State Highway Department
Division 2
205 East Salem Hwy. Bldg.
Salem, Oregon 97310

Attention: Mr. J. B. Boyd, Assistant Division Engineer

Gentlemen:

In accordance with your discussion with Mr. Paul S. Gjelde of our Branch of Substation Design, we are enclosing two copies of revised Drawing No. 202548-DSC-D.

Thank you for your cooperation.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc: ELOF

ELT:hr

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Max L. McMillin, Head Title Section
Branch of Land - ELT

DATE: June 20, 1969

In reply refer to:
EDCC

FROM : Ivor T. Davies, Head
Branch of Substation Design - ED

SUBJECT: Wendson substation entrance road

We are enclosing six copies of drawing 202548-DSC-D, Wendson Substation Railroad Crossing and Highway Connection.

This drawing has been revised to conform to the state highway and S.P. Railroad requirements. Discussions were held with Mr. J. B. Boyd, Asst. Division Engineer, Oregon State Highway Department, and Mr. W. H. Kennedy, Office Engineer, Southern Pacific Company. Tentative approval was given for this development as now proposed. Mr. Boyd requested that the revised request be mailed directly to him.

The present construction schedule calls for the start of line clearing in 1969-70 and the substation in early 1971.

Ivor T. Davies

Enclosures 6

cc:
Mr. Marjerrison - ET
C. L. Waugh - EDS
D. C. Marquez - EDC
Official file - EDPF
EDCC:PSGjelde:ef 6-20-69

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

File

June 13, 1969

Louis J. Cowan
Assistant Chief, Branch of Land - ELA

Wendson Substation site access road

Paul Gjelde advised me today that they have reached a tentative agreement with the State Highway Department which involves some slight modifications on our part. These are being incorporated on another map which Paul will present to the Southern Pacific Railway Co.

Paul feels that the Southern Pacific is not aware that the road in question is a private road, and it is gated and locked. Also there are two roads crossing the railroad, one on each side of the proposed road, that are more dangerous than the road into our proposed substation. Paul will advise us of the results of his meeting with the Southern Pacific and the final agreement with the State Highway Department.

cc:
P. Gjelde - EDCC
Official File - ELOF

ELA:LJCowan:mh 6-13-69

Paul S. Gjelde
Branch of Substation Design EDSCC

March 5, 1969

Max L. McMillin, Head, Title Section
Branch of Land ELT

Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

I am attaching a copy of a letter we have received from the Oregon State Highway Department regarding the Wendson Substation Entrance Road crossing permit which we are seeking from the Department.

We shall continue our contact with the Highway Department for any specific construction that the Department may require for this crossing.

Enclosure

cc:
H.Hurless - Eu
L.Gress - EUS
Official File - ELOF

ELT:MIMcMillin:hr

OREGON STATE HIGHWAY DEPARTMENT

DIVISION 2

205 EAST SALEM HWY. BLDG. • SALEM, OREGON • 97310 • Phone 364-2171

OFFICIAL FILE COPY
No. Date 3.4.69
Class.
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By

February 28, 1969

Mr. Max Macmillian
Head of the Title Section
Branch of Land
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Dear Mr. Macmillian:

The access for the proposed Wendson substation is at a less than desirable location. As you know, a portion of the highway right of way is an encroachment on the Southern Pacific Railroad right of way. It is of an extremely narrow dimension from the edge of the highway shoulder to the railroad. The difference in elevation between the grade of the highway and the grade of the railroad is approximately 8 feet. We do not believe this is a desirable location for a heavily used approach. The preliminary design from the approach would require considerable more study and some improvements to be approved by myself.

This letter is for your information in your continued study of the desirability of locating your substation in this area.

Very truly yours,

R. D. Asburry
DIVISION ENGINEER

by

J. B. Boyd
ASST. DIVISION ENGINEER

JBB:sjh

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : The File

DATE: February 20, 1969

FROM : Max L. McMillin, Head, Title Section
Branch of Land ELT

SUBJECT: Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

The undersigned telephoned Paul Gjelde of Substation Design Section to ascertain if that section had made any decision as to whether it would conform to the requirements of Southern Pacific Company that automatic crossing gates be constructed at three locations as safety devices for this crossing.

Mr. Gjelde informed me that no action had been taken on the demand of Southern Pacific. I then told him that I would place my file in suspense until we heard further from him. He stated that this would be satisfactory.

cc:
P. Gjelde - EDSCC
Official File - ELOF

ELT:Max L. McMillin/bas 2-20-69

5016-102

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

The File

February 20, 1969

Max L. McMillin, Head, Title Section
Branch of Land ELT

Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

The undersigned telephoned Paul Gjelde of Substation Design Section to ascertain if that section had made any decision as to whether it would conform to the requirements of Southern Pacific Company that automatic crossing gates be constructed at three locations as safety devices for this crossing.

Mr. Gjelde informed me that no action had been taken on the demand of Southern Pacific. I then told him that I would place my file in suspense until we heard further from him. He stated that this would be satisfactory.

cc:
P. Gjelde - EDSCC
Official File - ELOF

ELT:Max L. McMillin/bas 2-20-69

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : The File

DATE: January 9, 1969

FROM : Max L. McMillin, Head, Title Section
Branch of Land

SUBJECT: Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

On Tuesday, January 7, I received a telephone call from Mr. Eldon L. Everton, District Maintenance Superintendent in Newport for the Oregon State Highway Commission. He stated that he had been forwarded our application for a permit for the above-named substation entrance road by the Eugene Office of the highway department for the reason that this substation entrance road is within ~~their~~ the jurisdiction. He called to my attention the fact that the State is not the fee owner of the tract of land involved but only has an easement for the state highway at that point. He stated the fee owner is the Southern Pacific Company and that any permit the State Department issued would necessarily contain a provision that said permit was subject to the Administration obtaining rights from the Southern Pacific Company.

I thanked him for the information and assured him that we would apply to the Southern Pacific Company for such rights.

Official File ELOF

ELT:Max L. McMillin/bas 1-9-69

5010-104

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

Transmission Design Section
Attn: ~~C. P. Libby EDTL~~
Vern Dupuy EDTCLA

January 9, 1969

Max L. McMillin, Head, Title Section
Branch of Land

Wendson Substation Entrance Road, Parcel 2B

We have been informed that the fee owner of the tract of land on the above-named substation entrance road is the Southern Pacific Company. It will therefore be necessary that we apply to the Southern Pacific Company for any rights across said tract of land.

For this purpose please issue appropriate access road requisition requests.

Official File ELOF

ELT:Max L. McMillin/bas 1-9-69

1/20/69:
Roper-Writt says that the access road request issued for 2B also covers 2B.
MLM

The File

January 9, 1969

Max L. McMillin, Head, Title Section
Branch of Land

Wendson Substation Entrance Road, Parcel 2B
Oregon State Highway Commission

On Tuesday, January 7, I received a telephone call from Mr. Eldon L. Everton, District Maintenance Superintendent in Newport for the Oregon State Highway Commission. He stated that he had been forwarded our application for a permit for the above-named substation entrance road by the Eugene Office of the highway department for the reason that this substation entrance road is within their jurisdiction. He called to my attention the fact that the State is not the fee owner of the tract of land involved but only has an easement for the state highway at that point. He stated the fee owner is the Southern Pacific Company and that any permit the State Department issued would necessarily contain a provision that said permit was subject to the Administration obtaining rights from the Southern Pacific Company.

I thanked him for the information and assured him that we would apply to the Southern Pacific Company for such rights.

Official File ELOF

ELT:Max L. McMillin/bas 1-9-69

W E-129

COMMISSIONERS
ENN L. JACKSON CHAIRMAN
MEDFORD
NNETH N. FRIDLEY, MEMBER
WASCO
VID B. SIMPSON MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
~~EXECUTIVE~~
P. O. Box 1269
Eugene, Oregon 97401

12-13-68

December 12, 1968

12-17-68

U. S. Dept. of the Interior
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Attention: Max L. McMillin, Head, Title Section
Branch of Land

Gentlemen:

Your December 11, 1968 letter and maps pertaining to a road approach near Wendson on the Florence-Eugene Highway have been forwarded to Mr. Eldon L. Everton, Dist. Maint. Supt., P. O. Box 37, Newport, Oregon 97365.

This section of highway is under Mr. Everton's jurisdiction.

Very truly yours,

Dale D. Allen

Dale D. Allen
Dist. Maint. Supt.

DDA:em

cc: Eldon Everton

December 11, 1968
ELT
Access road approaches
Tract No. Wendson Substation
Entrance Road, Parcel 2B

Mr. D. J. Sage
District Maintenance Superintendent
Oregon State Highway Department
Eugene, Oregon 97401

Dear Mr. Sage:

The Bonneville Power Administration requests permission to use, maintain, repair and improve two new access road approaches to Primary State Highway No. 34 with new retaining wall in Lot 1 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, as shown on BPA drawing No. 202548 DSC-D.

The acquisition of the Wendson Substation is contingent upon the approval of this application and we are therefore interested in receiving an early response to the application. We actually do not need the form of permit at this time but only your decision as to whether or not the permit will be granted.

Enclosed are partially completed Form E-307, in quadriplicate, with three prints of BPA drawing attached.

Thank you for your cooperation in this matter.

Sincerely yours,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosures

cc:
Official File ELOF
ELT:BASchomer

JUN 1 1

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD ACQUISITION REQUEST

Wendson Substation
TRACT NO. Entrance Road

PARCEL NO. 2B

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE JUN 11 1970

The acquisition of the ~~easement~~ permit described below is hereby requested.

NAME OF ACCESS ROAD

NAME OF OWNER Oregon State Highway Department

STATE Oregon COUNTY Lane SEC 16 TWP 18 S RGE 11 W WM

DESCRIPTION An existing access road approach to Oregon State Primary Highway No. 34 in Lot 1 of said Section 16 as shown on BPA Drawings 146252 and 202548-DSC-D.

LENGTH OF ACCESS ROAD

RIGHT OF WAY WIDTH

PURPOSE Access to the BPA Wendson Substation.

REMARKS This request cancels and supersedes all previous requests for this parcel.

Fifteen reduced prints of the above drawings are attached.

Prepared by: DMForman:el

Verified by: DMF

Checked by:

CHIEF, BRANCH OF TRANSMISSION DESIGN

M. Marjenison

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 762 Rev. Mar. 1969

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD ACQUISITION REQUEST

TRACT NO. Wendson SS Ent. Road

PARCEL NO. 2B

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE DEC 30 1969

The acquisition of the ~~easement de~~permit described below is hereby requested.

~~NAME OF ACCESS ROAD~~

NAME OF OWNER Oregon State Highway Commission

STATE Oregon COUNTY Lane SEC 16 TWP 18S RGE 11W W.M.

DESCRIPTION One new access road approach to State Primary Highway No. 34 with new retaining wall in Lot 1 of said Section 16, as shown on BPA Drawing 202548-DSC-D, dated June 20, 1969.

LENGTH OF ACCESS ROAD

RIGHT OF WAY WIDTH

PURPOSE To provide access to Wendson Substation Site.

REMARKS Five full size prints of the above drawing are attached.
~~This request cancels and supersedes all previous requests.~~
This LAR request confirms Permit issued on August 5, 1969.

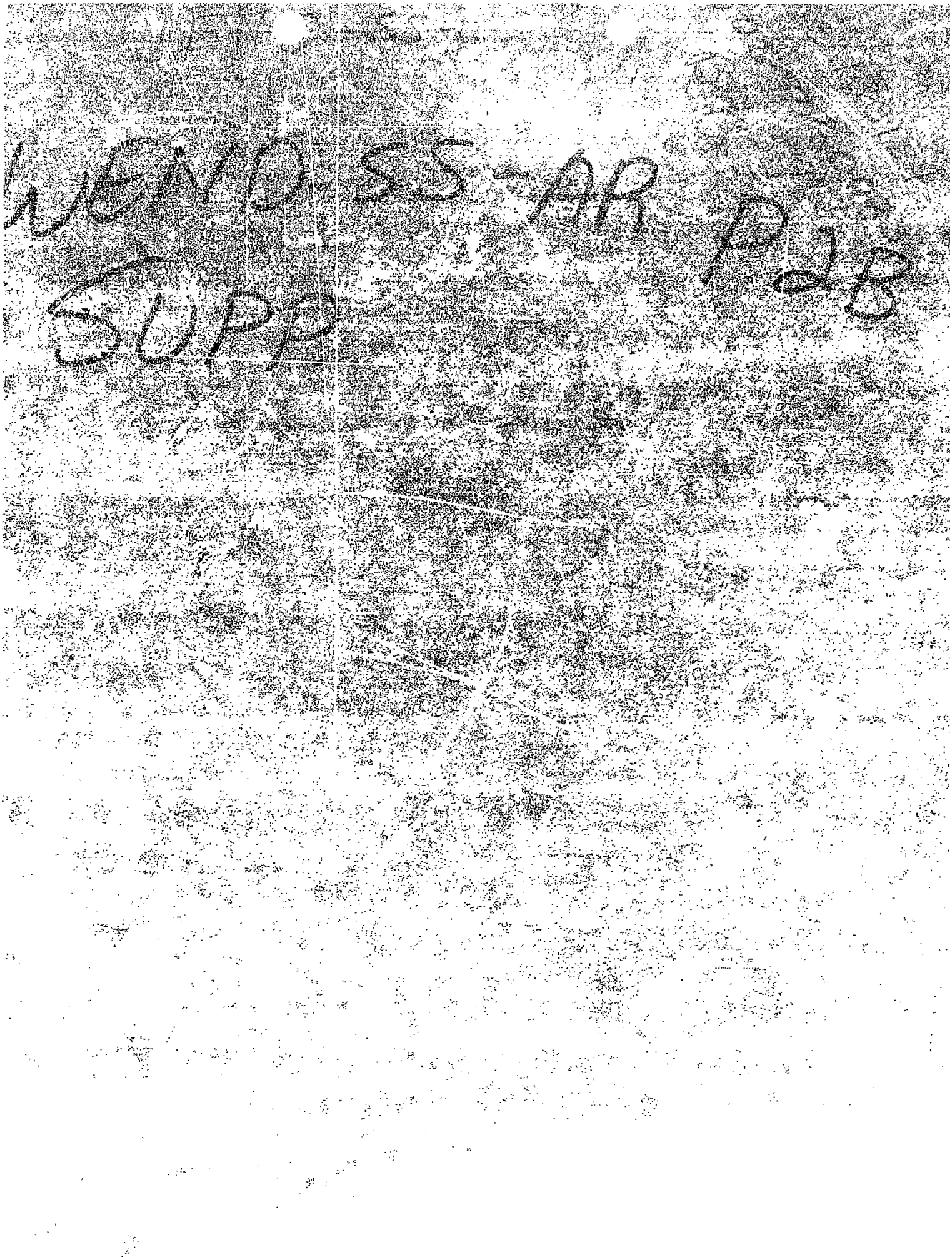
Prepared by: DMForman:bw

Verified by: DMF

Checked by: [illegible]

CHIEF, BRANCH OF TRANSMISSION DESIGN

M. Marjerrison USte



lane county

March 12, 1979

Robert W. Rasmussen
Electrical Engineer
Bonneville Power Administration
Federal Building
211 East 7th Street, Room 206
Eugene, Oregon 97401

Dear Mr. Rasmussen:

On August 24, 1978, residents in the vicinity of County Road 1112 (Bernhardt Heights) (Road Maintenance No. 5052), in Section 16, Township 18 South, Range 11 West, signed a petition requesting Lane County to convert the existing B.P.A. Wendson Substation access road into a county road for public use. This would require a portion of new road be constructed westerly from the end of existing pavement across B.P.A. property, then across private property southerly to the existing County Road 1112. Thus improving the access into the residences' properties from Highway 126. Presently the first 1/4 mile of existing County Road No. 1112 requires extreme maintenance and offers unsafe conditions.

In order that Lane County Department of Public Works can properly design and prepare required legal documents, it is necessary to obtain certain preliminary field survey measurements. Would it be possible to obtain access through the locked gate near the beginning of the B.P.A. access road.

Sincerely,

George Price
County Engineer

687-3845 423-4111

GP/sm

UNITED STATES GOVERNMENT

Memorandum

DATE : April 6, 1979

In reply refer to : OPD

TO : Tom Kornelis, Chief
Branch of Land - EL

FROM : A. C. May
Portland Area O&M Manager - OPD

SUBJECT: Wendson Access Road

MK
DHM
KL

I have received the attached request from the Lane County Engineer regarding the converting of the BPA Wendson Substation access road. Also attached is an easement that BPA has over R/W belonging to the Southern Pacific Transportation Company. Would you please process the request.

Alfred C. May

Enclosures:
Lane County Letter dtd 3/12/79
Easement

ACMay:ke

cc:
Ladd Sutton - OPG/Eugene
J. R. Wathey - OPO
Gary Stark - AP
Official File - OPO

CHECK LIST - LAND MANAGEMENT UNIT

Tract No. Henderson 88 A/R

Tract File Ordered 4-13-79 (Date)

Received ✓ (Date)

Applicant Lane County

Application for Extension of Access Road

BPA has ☑ Easement Rights ☐ Fee Title

RIGHTS PREVIOUSLY GIVEN OR RETAINED:

Agricultural Easement ___ Yes ✓ No

Rights retained by landowner:

Permits granted:

4/19/79 15 minutes

4-13-79: 60 " (kbl)
4-16-79: 30 " (kbl)
4-20-79: 05 " (kbl)
4-24-79: 10 " (gfj)
4-24-79: 15 ✓ (gfj)
9-18-79: 20 " (kbl)
9-18-79: 10 - (gfj)

3 Returns 30 minutes

APR 24 1979

ELMC
Wendson Substation
Site Entrance Road

Mr. George Price
County Engineer
3040 Highway North
Eugene, Oregon 97401

Dear Mr. Price:

This is in reference to your letter of March 12, 1979, and subsequent telephone conversation with Mrs. Dorothy Monroe of this office, in connection with converting the Bonneville Power Administration (BPA) existing Wendson Substation access road into a county road for public use.

BPA acquired its rights " . . . to use and maintain an existing road . . . " by an Agreement from Southern Pacific Transportation Company. This document provides that BPA " . . . shall not assign or transfer this agreement in whole or in part . . . ."

BPA's substations serve large areas with power; therefore, security is vital. Also, being in a substation site can be very dangerous. For these reasons, BPA does not allow use of its substation areas for other than power related facilities. We regret that we cannot approve your application.

For your information, we are enclosing a print of BPA drawing numbered 146252, which shows the above-named access road.

If we can be of further service, please do not hesitate to contact this office.

Sincerely,

/s/ Margaret M. Kageler

Margaret M. Kageler, Head
Title & Land Management Section
Branch of Land

KLewis:jbj

cc:
A. C. May - OPD
Circulating File - EL
R. W. Rasmussen - OPG
Official File - ELMA

R [redacted]- VI - 04111/323-4 - 5/6, [redacted]

Wendson Substation
Contract No. 14-03-19749

PRIVATE ROAD CROSSING TRACKS AT GRADE

THIS AGREEMENT, made this 15th day of May, 19 71, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation, first party, hereinafter termed "Railroad", and the UNITED STATES DEPARTMENT OF THE INTERIOR, BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON, 97208 second party, hereinafter termed "Licensee";

WITNESSETH:

In consideration of the payment by Licensee to Railroad of One Hundred Dollars ($100) and the faithful performance of all covenants and agreements to be performed by Licensee, as herein contained, and subject to the following conditions, Railroad hereby permits Licensee to use and maintain an existing access road encroachment on the Railroad right of way and to use and maintain an existing access road crossing over Railroad tracks in the SW1/4 NW1/4 of Section 15 and the SE1/4 NE1/4 and Lot 1 of Section 16, all in Township 16 South, Range 11 West, Willamette Meridian, Lane County, Oregon, for entrance to the Wendson Substation, as shown on BPA Drawing No. 146252 DTM-D and Railroad's Drawing No. B-806, attached and made parts hereof.

1. Licensee agrees to pay Railroad as rental, the sum of One Hundred Thirty-Two Dollars ($132) per annum, payable annually.

2. Licensee hereby acknowledges the title of Railroad and its lessor in and to the premises described in this agreement and agrees never to assail or resist said title.

3. Licensee, at Licensee's sole cost and expense, shall construct and thereafter maintain and keep said crossing and encroachment in good repair at all times to the satisfaction of Railroad. Licensee shall keep said crossing and the flangeways of the tracks free and clear of all rubbish and debris.

4. In the event right of way fences are now, or at some future time, installed and maintained at or adjacent to said crossing, Licensee, at Licensee's sole cost and expense, shall provide and erect such fence gates thereat as may be designated by Railroad; said gates shall be approved by Railroad and shall be erected to its satisfaction. Licensee thenceforth shall maintain and keep said gates in good repair to the satisfaction of Railroad and shall keep said gates closed and securely fastened at all times, except when said crossing is actually being used.

5. Licensee agrees that all trucks and other vehicles shall come to a complete stop before crossing the tracks of Railroad at said crossing and shall not proceed thereover until it has been ascertained that it is safe to do so. Licensee shall not obstruct or interfere with the passage of Railroad's trains and shall not permit said crossing to be used by the public or by any person or persons except Licensee, Licensee's guests, tenants, employees and persons having business with Licensee, it being expressly understood and agreed that said crossing is a private one and is not intended for public use.

6. Roadway signs, whistle signs and stop signs shall be constructed and maintained at the expense of Licensee at such locations and in such form as may be designated by Railroad. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the construction and maintenance of said roadway and said signs.

7. In consideration of the rights, privileges and license granted herein to Licensee and of Railroad's exposure to hazard by reason of the construction, maintenance and use of said crossing, which hazard would not exist were such crossing not to be installed, maintained or used, it is agreed that Railroad, its successors, assigns and Lessor, shall not be liable to Licensee for loss or

destruction of or damage to any property of Licensee while upon, about or in the use of said crossing.

8. If Licensee shall fail, neglect or refuse to keep, observe or perform any of the conditions, covenants or agreements herein contained, upon written notice by Railroad to Licensee specifying the nature of such failure, neglect or refusal and the failure of the Licensee to correct or remedy the same promptly, the Railroad may terminate this agreement. Should Licensee cease to use or abandon said crossing, this agreement may be terminated by either party by giving thirty (30) days' notice in writing to the other.

9. Upon any expiration or termination of this agreement, all rights and privileges hereby given shall cease and determine and Licensee, at Licensee's sole cost and expense, shall remove said crossing, leaving the area occupied thereby in a neat and clean condition.

10. Licensee agrees that it will not construct, alter or repair structures of any character upon the above-mentioned premises without the written consent of the Railroad first had and obtained, except necessary emergency repairs.

11. In the event such written consent is given pursuant to Section 10, Licensee will not commence any construction, alteration or repair until fifteen (15) days after such written consent is given by Railroad.

12. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons who perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

13. The covenants and provisions of Section 7 hereof, shall inure to the benefit of each and all of the affiliated companies of

Railroad and any other railroad company that may be lawfully operating upon and over the tracks at said crossing, and wherever the word "Railroad" is used in said Section 7 herein, it shall be construed to include each and all of the affiliated companies of Railroad and any railroad company that may be lawfully operating upon and over the said tracks at said crossing.

14. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install a train indicator, together with necessary actuating and operating circuits and adequate instrument housing at said crossing. Installation of and all materials for said train indicator shall be in accordance with Railroad's usual standards. Licensee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith; provided, however, that such cost and expense shall not exceed Ten Thousand Six Hundred Twenty Dollars ($10,620);

Railroad shall maintain said train indicator and Licensee shall reimburse Railroad annually for all cost and expense incurred by Railroad in connection therewith. The present annual maintenance cost is Three Hundred Sixty Dollars ($360) based on twelve (12) Association of American Railroad's signal units at Thirty Dollars ($30) per unit, per annum. The number of units listed herein is an estimate only and the annual maintenance cost shall be based on the actual number of units included in the signal installation. Such maintenance cost shall be subject to adjustment in accordance with fluctuating costs of labor and materials.

15. Any contractor performing work on the property of Railroad in connection with construction, maintenance and use of said roadway by Licensee shall enter into Railroad's standard form of Contractor's Agreement prior to commencing work on Railroad's premises.

16. Licensee shall not assign or transfer this agreement in whol

or in part without the written consent of Railroad first had and obtained.

17. This agreement is subject and subordinate to any and all permits, leases and grants heretofore made and now in effect upon the premises over which said crossing is to be constructed.

18. This agreement shall be binding upon the successors and assigns of the parties hereto, and the words and phrases hereinabove used are to be strictly construed; that is to say, the same are to be given their full, exact and technical meaning and shall not be extended by implication beyond the literal meaning thereof.

19. All expenditures to be made by Licensee under the provisions of this agreement shall be subject to appropriations being available for the purpose.

20. The Railroad warrants that no person or selling agency has been employed or retained to solicit or secure this lease contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Railroad for the purposes of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

21. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have caused these presents

to be executed in duplicate the day and year first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By [signature]
(Title) General Manager

Attest: [signature]
Assistant Secretary

UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

By [signature]
[illegible] John W. Mulcahy
Head, Title Section
Chief, Branch of Land

Witnessed By:

[signature]

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

Branch of Land

TO: Land Register Clerk

Date 9-18-79

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files, Branch of Land.

Tract number: Wendson Substation Site Entrance Road

NOT CODED — NOT NEEDED

County and State: Lane County, Oregon

Grantor: BPA

Grantee: Lane County

Contract number: # - - - -

Date of instrument: - - - -

Rights or privileges conveyed: No permit issued.

Klemis:ibj

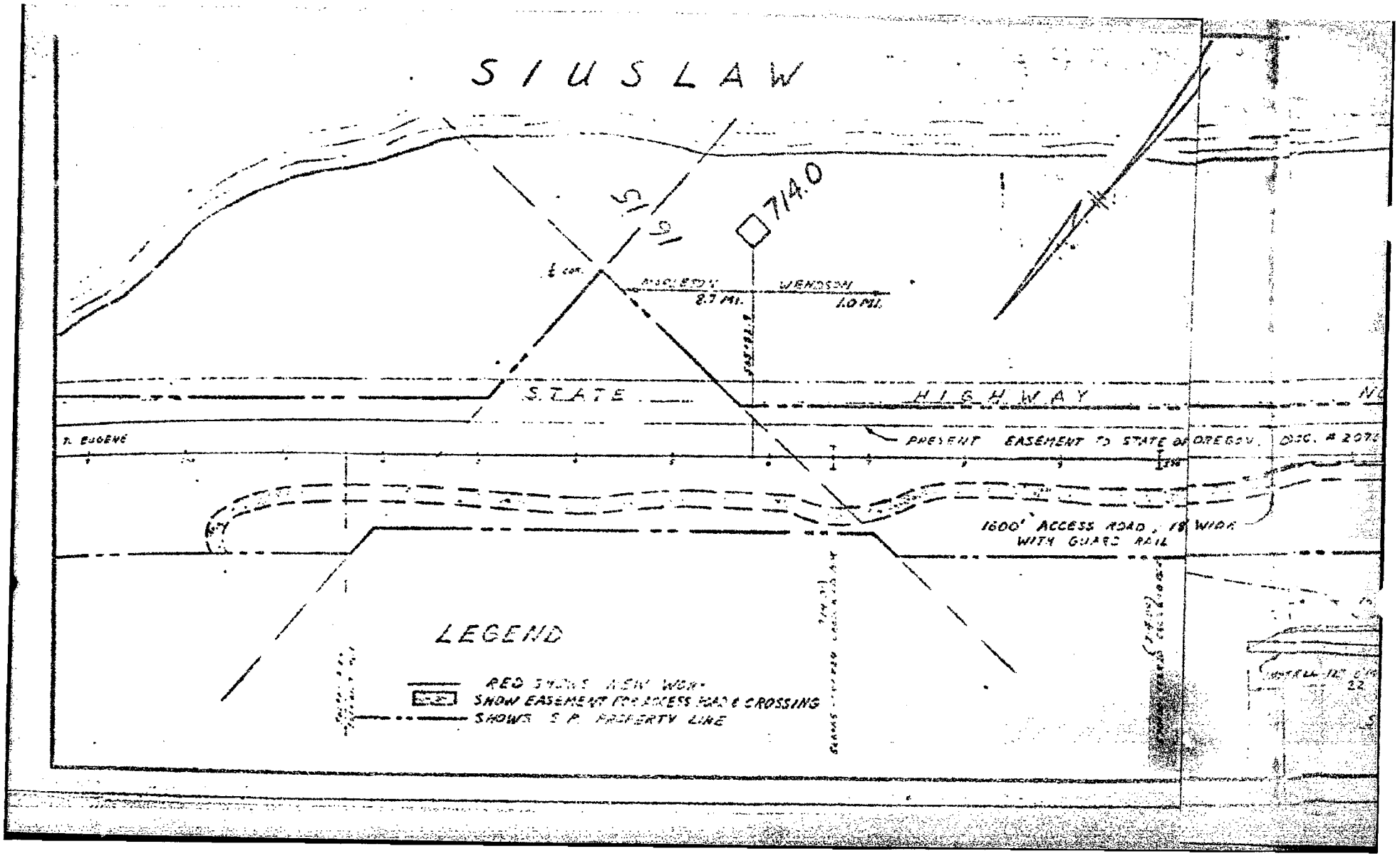
Realty Assistant

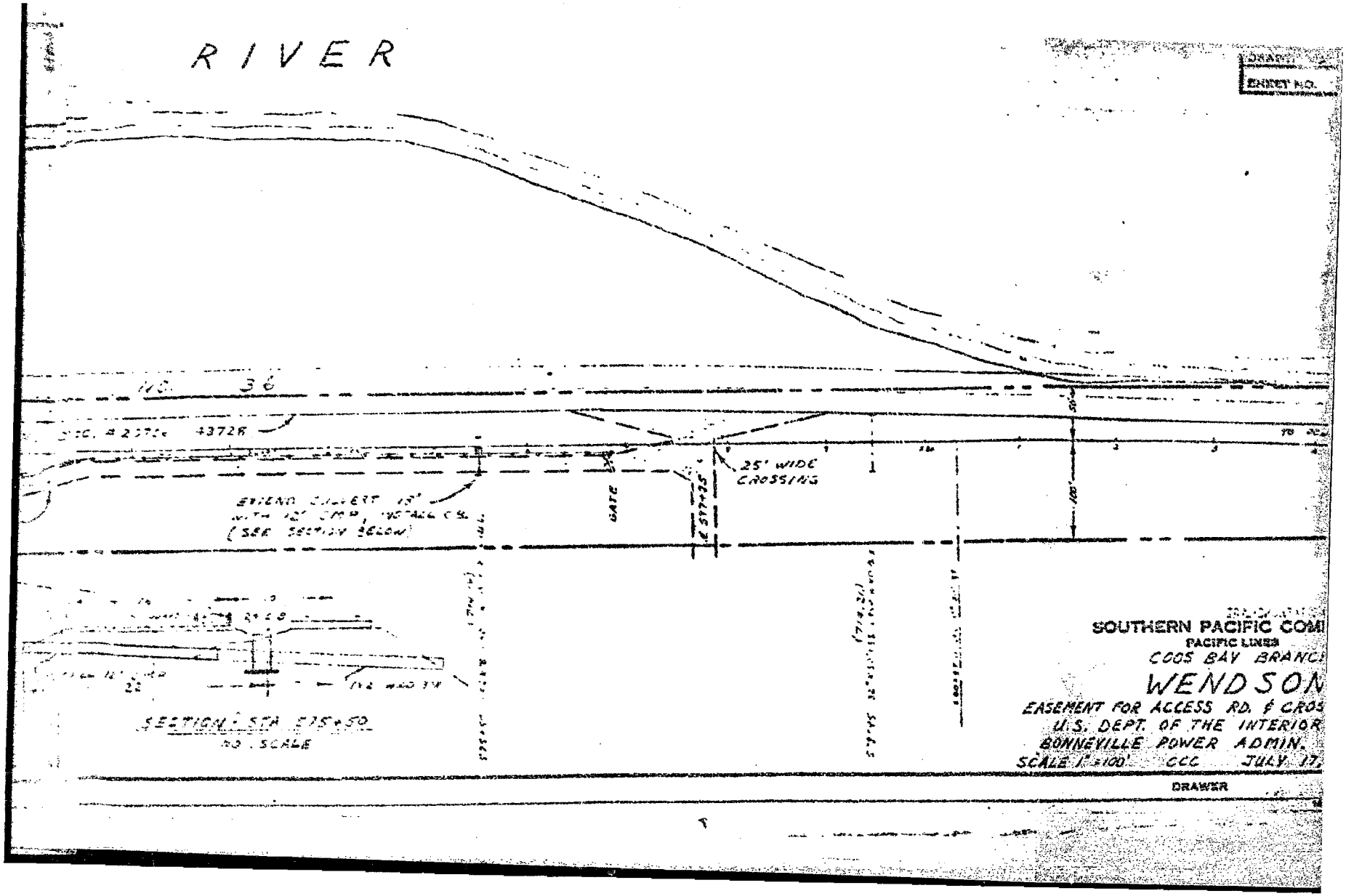
TO: Land Files, Branch of Land

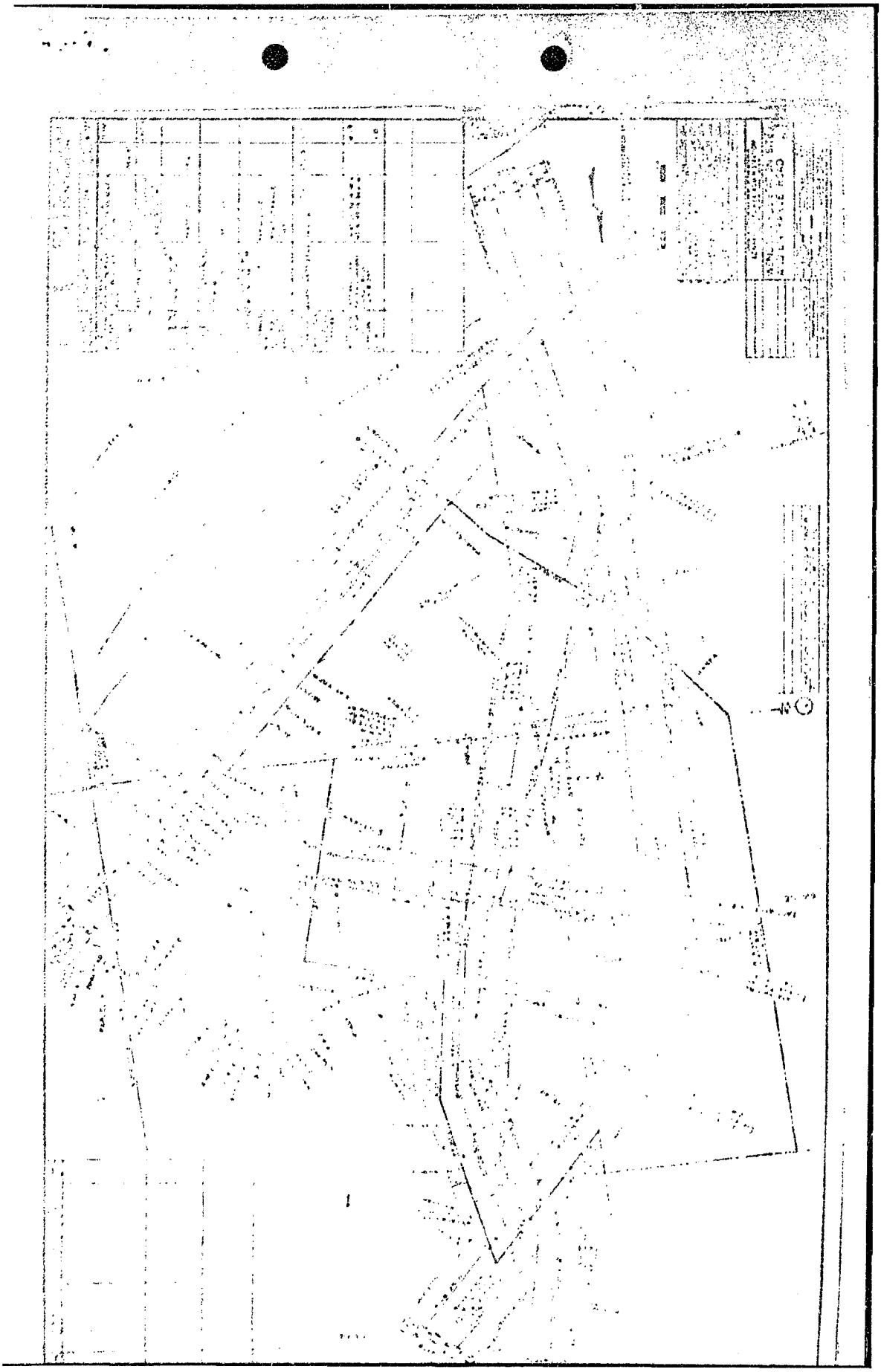
The Branch of Land has completed work on the above case. Please prepare

1. Index cards(s)
2. Permanent folder(s)
3. Cross references, as necessary.

Land Register Clerk


SIUSLAW
7140
8.7 MI.
1.0 MI.
STATE
HIGHWAY
PRESENT EASEMENT TO STATE OF OREGON, DOC. # 2076
1600' ACCESS ROAD, 18' WIDE
WITH GUARD RAIL
LEGEND
SHOWS EASEMENT FOR ACCESS ROAD & CROSSING
SHOWS S.P. PROPERTY LINE


RIVER
NO. 36
25' WIDE CROSSING
GATE
SECTION - STA 575+50
NO. SCALE
SOUTHERN PACIFIC COM
PACIFIC LINES
COOS BAY BRANC
WENDSON
EASEMENT FOR ACCESS RD. & CROS
U.S. DEPT. OF THE INTERIOR
BONNEVILLE POWER ADMIN.
SCALE 1"=100' CCC JULY 17,
DRAWER



WEND-SAR-P2B

SUP

MAY 2 1989

6-18-87

To: Chief, Records and Status Unit

No Rights issued. Please file attached material under:

Tract No. WEND-SS-AR-P.2b

Cross-Reference Wendss Gen file

Karen Rich

FEB 13 1987

EVLG

John Straub, Building and Grounds Manager - OPN

Renee M. Ferrera, Chief, Land Management Section - EVLG

/s/ Renee M. Ferrera

Wendson Substation Entrance Road, Tract WEND-SS-AR-P.2b

Under the terms of Contract No. 14-03-19749 between Southern Pacific Railroad (SPRR) and Bonneville Power Administration (BPA), SPRR installed and maintained track indicators at the point where BPA's Wendson Substation entrance road crosses the SPRR. BPA paid for the installation and annual maintenance expenses.

Representatives of SPRR's head office inspected the site February 6 and mandated immediate removal of the track indicators. Dick Johnston, Administrative Engineer, SPRR, advised that the indicators have been removed.

Contract No. 14-03-19749, Private Road Crossing Tracks at Grade, addresses both the use of the access road, and installation and maintenance of the track indicators. We must continue to pay the $132 annual fee for use of the road. However, please ensure that no expense for maintenance of the track indicators after February 6, 1987, be paid.

KPick:jd:3254 (WP-EVLG-7293V)

cc:
Official File - EVLI

February 11, 1987

The File

Today I talked with Joel Sanford about potential salvage value of the track indicators which were removed by Southern Pacific Railroad. Joel talked to David Kittrell who advised that if there were 30 or more of the indicators, there would be some salvage value. However, since we are dealing with only two, they're not worth salvaging.

Further, I talked with Dick Johnston, Southern Pacific Railroad, who confirmed that the track indicators had been removed.

Karen Pick

To: Karen

February 6, 1987

Renee:

RE: Wendson Substation Entrance Road

Dick Johnston, Administrative Engineer, Southern Pacific Railroad, called today concerning the track indicators at the point where BPA's Wendson Substation entrance road crosses the Southern Pacific Railroad. The track indicators consist of 10-inch round cases with red flags that indicate when a train is approaching. These indicators are not illuminated and do not make noise. As part of the crossing permit from the railroad, BPA paid for the indicators $2,961.42 in 1972) and has been paying for their maintenance (presently $375 per annum).

Representatives of Southern Pacific's San Francisco office recently inspected the crossing. They advised that the indicators were substandard and called for their immediate removal.

I called Dave Kittrell, North Bend Maintenance Headquarters, to let him know what the railroad planned to do. He said they don't pay attention to the indicators, rather they physically look for trains. He thanked me for the information. He further advised that nobody else needed to be informed of the railroad's action. (I also told Sally so she could inform one of her permittees.)

Do we need to take any action to ensure that the maintenance bills do not get paid accidentally. Also, the permit does not address ownership of the indicators. Shall I pursue this?

Karen

who pays the bills? Area? Is this only for indicators? Yes, please pursue. You might try area SS natives.

Dick Johnston 220-4610 (SP/RR)

AUG 26 1959

BPA 390
Rev. 3-1-51

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site

~~PARCEL NO.~~

TO: CHIEF OF LAND SECTION

DATE August 25, 1959

FROM: CHIEF OF TRANSMISSION DESIGN SECTION

The acquisition of land ~~xxxxxxx~~ on appropriate standard BPA Form is hereby requested as described below, and you are hereby authorized to acquire same.

OWNERS: W. C. & W. H. Waite

STATE: Oregon COUNTY: Lane SEC: 21 TWP: 18S RGE: 11W W.M.

DESCRIPTION: The property is described in the attached description.

~~SURVEY STATION:~~ ~~TO SURVEY STATION:~~

~~LENGTH ALONG CENTER LINE RIGHT OF WAY~~

~~RIGHT OF WAY WIDTH:~~

ACRES: 16.31, more or less

VOID
SUPERSEDED BY
REVISED REQUEST
DATED 11-6-59

PURPOSE: Land for the Wendson Substation Site.

AUTHORITY: W.O. 167-11

REMARKS: This request cancels and supersedes request for the Wendson Substation Site dated July 10, 1959.

Prepared by: WVRamis:gh

for F. W. Farr, Chief of Transmission Design Section

INTERIOR—BONNEVILLE POWER ADMINISTRATION PORTLAND, OREGON

Wendson Substation Site W. C. & W. H. Waite 18S-11W-21

A tract of land in Government Lots 3, 4, 5 and 7 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, more particularly described as: Beginning at a point on the southeasterly boundary line of the right of way for Primary State Highway #36 in Government Lot 4 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, said point being survey station 477+36.8 on the survey line for the U. S. Bonneville Power Administration's Alvey-Wendson transmission line, and being S. 81°51'40" W. a distance of 4101.4 feet from the northeast corner of said Section 21; thence northeasterly along said highway right of way a distance of 484.1 feet; thence S. 07°50'10" E. a distance of 1037.7 feet; thence S. 82°09'50" W. a distance of 800.0 feet; thence N. 7°50'10" W. a distance of 300.0 feet; thence S. 82°09'50" W. a distance of 475.5 feet, more or less, to the southeasterly boundary line of said highway right of way; thence northeasterly along said right of way a distance of 989.2 feet, more or less, to the point of beginning, containing 16.31 acres, more or less.

Prepared by: WVRamis:gh Checked by:

LOC 13322a

305-78-0023

ACC # ~~[illegible]~~

DOX # 59

TRACT ID NTE 58 SPACES

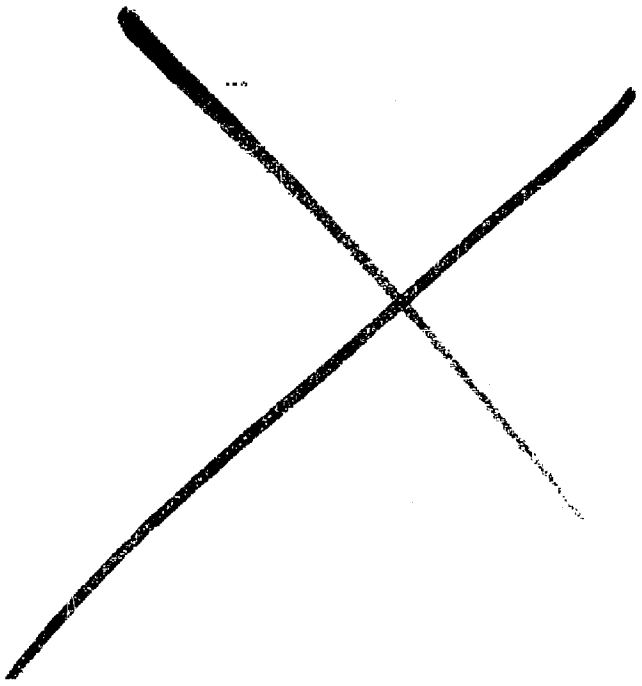
WEND-SS

K# NONE

WAITE WH & ELLA G

NAME

BPA OFFICIAL RECORD FILE
M&F LAND FILES



Transmission Design Section

October 30, 1959

Branch of Land

cc: M&F

Wendson Substation Site)
Wendson Substation South Corridor) - W. H. Waite et al

The subject owners were contacted several times for the purpose of buying land and land rights for the substation site and corridor.

Our offer was flatly refused and countered with a demand many times the amount of our offer. At this time, it is apparent that the acquisition cannot be accomplished short of condemnation.

Please advise if consideration can be given to an alternate site or whether acquisition shall be effected as requested. Your early response will be appreciated.

H. KAMNA
Principal Negotiator
Branch of Land

HKamna:mch

Follow up 11-16-59 12-31-59

Lester L. Moser

August 28, 1959

cc: M&F

H. Kamna

Wendson Substation Site and
Wendson Substation South Corridor

Buyer's assembly for subject case is handed you herewith for inspection and negotiation.

H. KAMNA
Principal Negotiator
Branch of Land

BPA 397
Rev. 10-25-51

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

LAND BUYER'S REPORT

TRACT NO. Wendon - S.S. site DATE 9-8-59

NAME OF OWNER Allan Waite et un et al

ADDRESS Cushman, Oregon

LOCATION OF LAND Lane County

Option (not) Secured: Remarks Mr Moser and myself called on Mr & Mrs. Waite this afternoon. He said the S.S. matter had been discussed by his father, uncle, and himself over the week-end, and he was to act as the spokesman for them, since he was in possession of the property, and would be the eventual owner.

Waites kept telling us that they did not want to give up their pasture, and wanted the S.S. relocated. We tried to impress upon them that this could not be done.

Waite finally told us that if B.P.A. wanted the property, it would cost $150,000.00. Our offer was $9000.00.

Included in the $150,000.00 are the loss of income to Waite for the next 25 years, because of loss of his best pastureland (He figures about 59 acres that does not flood over in the winter), cost of building a new loafing shed to feed out of, and damage to total value of property.

Tentative follow-up date: Charles M. Waite
Land Buyer

over

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

Mr. Watts said they had discussed the matter with their neighbors (excluding State Pen Hill, who lives across the road) and they all feel that a better location can be found.

After some discussion, it appeared that these people were going to sit tight on their asking price, and we left.

These people know we can exercise the right of eminent domain, and I do not think they want to go to court.

This assembly is being returned for review by the office.

Owen told us he had 110 head of cattle on the place and was milking 65 head.

BPA 397
Rev. 10-25-51

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

LAND BUYER'S REPORT

TRACT NO. Wendum S.S. site DATE 9-2-59

NAME OF OWNER Waite et al

Allan + Loretta - buying unrecorded land sale contract from

ADDRESS W.C. + W.H. Waite et uxes

LOCATION OF LAND Lane County

Option (not) Secured: Remarks Called on Allan. He lives on the property. He is the son of Warner and nephew of Wayne. They did not want sub on their property. After some discussion, they seemed to realize that we are not moving. Told them only it had to be there. He wanted to go out to the property. Mr. Moore + myself looked at property and went up to Warner's house with him.

We went over the entire situation with Warner. He is 75 years old. His story sounded about the same as his sons. Our offer was $9000.00. This said this was just a drop in the bucket. We asked them what ideas they had. Said they did not know. They will see Wayne Waite over the week-end. We are to see them next week, again.

Allan would not show me a copy of contract. He said it was a family affair.

Tentative follow-up date: _____ Charles H. Waite
Land Buyer

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 397
Rev. 10-25-51

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

LAND BUYER'S REPORT

TRACT NO. Wendson Sub. DATE 8-3-59

NAME OF OWNER Waite,

ADDRESS

LOCATION OF LAND Lane Co. Ore.

Option (not) Secured: Remarks

Checked with Vic Ramis about survey stakes or other identification markings on this site. It was learned that there are no stakes on this site yet. And Ramis will be submitting the description for a corridor leading out of the sub in the very near future. Apparently the Corridor will be on the same landowner.

Tentative follow-up date: 8-[illegible]-59

L. Moser
Land Buyer

BPA 391
4-18-51

CERTIFICATE OF INSPECTION AND POSSESSION

Wendson Substa.
Tract No. Site
Wendson Substa. South Corridor

I, the undersigned, state and certify:

1. That on the 2 day of Sept., 1959, I made diligent inquiry of the owners and conducted a personal examination of that certain tract of land situated in the County of Lane, State of Oregon designated as Tract No. as above, Bonneville Power Administration, containing acres, over which an easement is being acquired by the United States of America for the use of the Bonneville Power Administration.

2. That I found no evidence of any labor having been performed or of any material having been furnished, placed, or used thereon, within the past six months in connection with the making of any repairs or improvements, except as follows: Survey stakes of the Bonneville Power Administration's Wendson Substation Site & Wendson Substa. ~~xxxxxxxxxxxxxxxxxx~~ South Corridor.

3. That the following are the only persons, firms, or corporations found to be in possession of said premises or any part thereof: Bonneville Power Administration in possession of a transmission line easement.

Record Owners { Wayne H Waite + Flora Waite h+w - undivided 1/2 Int. Eugene, Or.
Warner C. Waite + Ella G. Waite h+w " 1/2 Int. Cushman, Or.

4. That whose address is Contract Purchaser - Allan Waite + Loretta Waite, h+w Cushman, Oregon are reputed to be the owner of said land:

5. I further certify that, to the best of my knowledge and belief, based upon actual and diligent inquiry made, and from a physical inspection of the premises, except as disclosed and evidenced by the public records, there are no vested or accrued water rights for mining, agricultural, manufacturing or other purposes; that there are no ditches or canals constructed by or being used under authority of the United States; that there is no development nor are there any operations for the development of coal, oil, gas, or other minerals on said land; that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in the patent or patents heretofore issued by the United States of America for the land.

6. I further certify and state that, to the best of my knowledge and belief, there is outstanding no right whatsoever in anyone to the possession of a right, title, lien, or estate in or to said premises, except such as are disclosed and evidenced by the public records or by this certificate.

Dated at Eugene, Oregon
this 3 day of Sept., 1959.

[signature]

TITLE: Realty Unit
BONNEVILLE POWER ADMINISTRATION
Portland, Oregon

BPA 342
Rev. 6-23-52

BONNEVILLE POWER ADMINISTRATION

REPORT OF LAND BUYER TO TITLE SECTION ON INFORMATION FURNISHED BY OWNERS

TRACT NO. Windsor S.S. [illegible]

1. Is Seller single or married? Married
   Wayne H. Waite - Flora Waite

2. Spouse's name? Warner C. Waite - Ella G. Waite

3. (If property is in Washington or Idaho.) Were Seller and present spouse married at time of acquiring property, and have they remained married to each other at all times since? Oregon

4. (In Washington or Idaho) Is this community property? In Oregon

5. Is property occupied, by owner, or tenant? by contract purchaser

6. Term of tenancy: None

7. Is property being sold under contract, and if so, who is the purchaser?
   Yes - Would not show me a copy of contract. Said it was a family transaction & none of my business

8. List rights-of-way or easements crossing our survey, i.e., roads, power lines, telephone lines, irrigation ditches, etc., and owner if not owned by the owner of the fee.
   Drainage ditch from fields into slough

9. Remarks: (Other information of value to Title Section.)

NOTE: Give addresses of all persons concerned where address does not otherwise appear in the file.

Wendson Sub, 3-6-59

Talked to Vic R - Jack M & F. Farr - it was decided to acquire the trans. line R/W at the time Sub. site is acquired - Vic R will have the necessary maps & descriptions prepared - when available, we will get them with requests to buy - In the meantime, we await his move.

F. U. 10 days - 2 weeks
3-12-59 cd 4-10-59 cd
3-30-59 cd 5-1-59 cd
6-30-59 cd
9-15-59 cd

Refer to file 544.1 Sub. and Regist.
New requests, are different,

ITEM NOS.	DOC. REF.	APPR.	ORG. SYM.	ACCT.	CTR.	DETAIL	OBJ. CLASS	ET.	AMOUNT	REQUISITION NO.	PRO. NO.
			29	1173		167-11	41		$15.00		

Form No. BPA—4 (Revised 1-22-53)
(See Bureau of Federal Supply Circular No. B-69)

PURCHASE ORDER
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND 8, OREG.

This number must appear on all PACKAGES and PAPERS relating to this order.

Order No.

Date 52412

Point of issue Portland 8, Oregon

Requisition No.

Appropriation symbol and title August 3, 1959

To SELLER
Pacific Title Insurance Company
c/o Title Abstract Company of Eugene
858 Pearl Street
Eugene, Oregon

Consignee and destination
SHIP TO
Principal Title Officer, BPA
P.O. Box 3537
Portland 8, Oregon

Invitation No.

Contract No. 14-03-[illegible]-14519

Time for delivery Within 30 days

Discount terms Net

F.o.b. point Portland 8, Oregon

Ship via

Gov't B/L No.

ITEM NO.	ARTICLES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Tract No.: Wendson Substation Site Apparent Record Owner: W. C. & W. H. WAITE				
1.	Certificate of title: Liability of $250.00	1	dup ea	$15.00	$15.00
	Please furnish preliminary certificate of title in duplicate (original and one carbon copy on special forms for BPA) covering land described on the attached sheet and as shown on sketch No. DSK 1088 enclosed.				
	We propose to acquire a fee title in this tract.				
	Final map will be forwarded to you as soon as it becomes available.				
	Invoices in duplicate will be sufficient, and certification is not required. Please show contract, purchase order and tract numbers on all invoices.				

Attached conditions and/or provisions are made a part of this Purchase Order.

TOTAL $15.00

Signature /s/ Alice M. Hansen

Name ALICE M. HANSEN

Procurement Officer

Wamison Substation Site
Lane County, Oregon
Contract 14-03-001-14519
P.O. No. 52412

A tract of land in Government Lots 3, 4, 5 and 7 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, moreparticularly described as:

Beginning at a point on the southeasterly boundary line of the right-of-way for Primary State Highway #36 in Government Lot 4 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, said point being Survey Station 477 + 33.2 on the survey line for the U.S. Bonneville Power Administration's Alvey-Wendson transmission line, and being S. 81°54'40" W. a distance of 4102.3 feet from the northeast corner of said Section 21; thence northeasterly along said highway right-of-way a distance of 484.1 feet; thence S. 06°01'10" E. a distance of 1037.7 feet; thence S. 83°58'50" W. a distance of 800.0 feet; thence N. 06° 01' 10" W. a distance of 300.0 feet; thence S. 83°58' 50" W. a distance of 476.0 feet, more or less, to the southeasterly boundary line of said highway right-of-way; thence northeasterly along said right-of-way a distance of 989.8 feet, more or less, to the point of beginning, containing 16.31 acres, more or less.

8359

Franz Maas, Head
Substation Design Section

December 13, 1957

John V. Mulcahy
Chief, Branch of Land

cc: G. N. Zenk
M & F

Wendson Substation

The Branch of Land estimates the cost of Wendson Substation, as outlined on preliminary layout drawing 102841, at $6000 for all the rights required.

JVMulcahy:fr

OFFICIAL FILE COPY

AUG 26 1959

BPA 390
Rev. 3-1-51

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site

~~PARCEL NO.~~

TO: CHIEF OF LAND SECTION

DATE August 25, 1959

FROM: CHIEF OF TRANSMISSION DESIGN SECTION

The acquisition of land ~~easement~~ on appropriate standard BPA Form is hereby requested as described below, and you are hereby authorized to acquire same.

OWNERS: W. C. & W. H. Waite

STATE: Oregon COUNTY: Lane SEC: 21 TWP: 18S RGE: 11W W.M.

DESCRIPTION: The property is described in the attached description.

~~SURVEY STATION:~~ ~~TO SURVEY STATION:~~

~~LENGTH ALONG CENTER LINE RIGHT-OF-WAY~~

~~RIGHT-OF-WAY WIDTH:~~

ACRES: 16.31, more or less

VOID
SUPERSEDED BY
REVISED REQUEST
DATED 11-6-59

PURPOSE: Land for the Wendson Substation Site.

AUTHORITY: W.O. 167-11

REMARKS: This request cancels and supersedes request for the Wendson Substation Site dated July 10, 1959.

Prepared by: WVRamis:gh

for F. W. Farr, Chief of Transmission Design Section

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

Wendson Substation Site W. C. & W. H. Waite 18S-11W-21

A tract of land in Government Lots 3, 4, 5 and 7 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, more particularly described as: Beginning at a point on the southeasterly boundary line of the right of way for Primary State Highway #36 in Government Lot 4 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, said point being survey station 477+36.8 on the survey line for the U. S. Bonneville Power Administration's Alvey-Wendson transmission line, and being S. 81°51'40" W. a distance of 4101.4 feet from the northeast corner of said Section 21; thence northeasterly along said highway right of way a distance of 484.1 feet; thence S. 07°50'10" E. a distance of 1037.7 feet; thence S. 82°09'50" W. a distance of 800.0 feet; thence N. 7°50'10" W. a distance of 300.0 feet; thence S. 82°09'50" W. a distance of 475.5 feet, more or less, to the southeasterly boundary line of said highway right of way; thence northeasterly along said right of way a distance of 989.2 feet, more or less, to the point of beginning, containing 16.31 acres, more or less.

Prepared by: WVRamis:gh Checked by:

2-20-60

BPA 390
Rev. 3-1-51

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site
PARCEL NO.

TO: CHIEF OF LAND SECTION

DATE July 10, 1959

FROM: CHIEF OF TRANSMISSION DESIGN SECTION

The acquisition of land / [redacted] on appropriate standard BPA Form is hereby requested as described below, and you are hereby authorized to acquire same.

OWNERS; W. C. & W. H. Waite

STATE: Oregon COUNTY: Lane SEC: 21 TWP: 18S RGE: 11W W.M.

DESCRIPTION: The property is described in the attached description.

SURVEY STATION: TO SURVEY STATION:

LENGTH ALONG CENTER LINE RIGHT-OF-WAY

RIGHT-OF-WAY WIDTH:

ACRES: 16.31 acres, more or less

PURPOSE: Land for the Wendson Substation Site.

AUTHORITY:

REMARKS:

VOID
SUPERSEDED BY
REVISED REQUEST
DATED 8-25-59

Prepared by: WVPamis:mb

Checked by:

F. W. Farr
Chief of Transmission Design Section

INTERIOR—BONNEVILLE POWER ADMINISTRATION PORTLAND, OREGON

Wendson Substation Site W. C. & W. H. Waite 18S-11W-21

A tract of land in Government Lots 3, 4, 5 and 7 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, more particularly described as: Beginning at a point on the southeasterly boundary line of the right-of-way for Primary State Highway #36 in Government Lot 4 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, said point being Survey Station 477 + 33.2 on the survey line for the U. S. Bonneville Power Administration's Alvey-Wendson transmission line, and being S. 81° 54' 40" W. a distance of 4102.3 feet from the northeast corner of said Section 21; thence northeasterly along said highway right-of-way a distance of 484.1 feet; thence S. 06° 01' 10" E. a distance of 1037.7 feet; thence S. 83° 58' 50" W. a distance of 800.0 feet; thence N. 06° 01' 10" W. a distance of 300.0 feet; thence S. 83° 58' 50" W. a distance of 476.0 feet, more or less, to the southeasterly boundary line of said highway right-of-way; thence northeasterly along said right-of-way a distance of 989.8 feet, more or less, to the point of beginning, containing 16.31 acres, more or less.

Prepared by: WVRamis:mb Checked by: [illegible] 7-12-59

133164 Box 459

WEND-SS

NCOR

BIA OFFICIAL RECORD FILE
RETURN TO
M&F LAND FILES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation North Corridor

PARCEL NO.

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE NOV 17 1969

The acquisition of appropriate land rights as described below is hereby requested.

OWNER
International Paper Company (Long Bell Division)

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated October 24, 1968, revision 5 of the "Wendson Substation Site and Entrance Road".

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE

RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	6.19 of which 2.17 acres are included in the existing Mapleton-Reedsport transmission line right of way.	

PURPOSE: Right of way for the Wendson Substation North Corridor.

REMARKS This request cancels and supersedes request for Wendson Substation North Corridor dated October 1, 1969, due to fee acquisition.

Prepared by: RCGudmestad:bw

Verified by: [signature] 11-14-69

Checked by: [signature]

CHIEF, BRANCH OF TRANSMISSION DESIGN

[signature]

BPA 390 Rev. Mar. 1969

Wendson Substation
North Corridor

A parcel of land in the E½E½ of sec. 16, T. 18 S., R. 11 W., W.M., Lane County, Oregon, described as follows:

Commencing at the east quarter corner of sec. 16. This corner is evidenced by a sandstone corner monument. Thence N39°05'10"W., 816.0 feet to the most easterly northeast corner of the Wendson Substation Site. Thence N70°27'50"W., along the northerly line of the substation site 414.5 feet to the true point of beginning. Thence continuing N70°27'50W., 398.2 feet to the west line of the SE¼NE¼ of sec. 16. Thence northerly, along said west line 408 feet more or less, to the northwesterly boundary of the existing 100-foot right of way of the Tapleton-Reedsport transmission line as described in volume 426, page 519 deed records. Thence along said northwesterly boundary N48°25'00"E., 495 feet, more or less, to a point N12°53'20"E., 367.0 feet and N7°38'30"W., 516.0 feet from the point of beginning. Thence S7°38'30"E., 516.0 feet. Thence S12°53'20"W., 367.0 feet to the true point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone. This parcel is shown on BPA Drawing 146252.

Wendson Substation
North Corridor

OCT 1 1969

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation North Corridor

PARCEL NO.

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE OCT 1 1969

The acquisition of appropriate land rights as described below is hereby requested.

OWNER
International Paper Company (Long Bell Division)

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated 10/24/68, revision 3 dated 9/9/69 of the "Wendson Substation Site and Entrance Road."

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE
RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	4.4	

PURPOSE: Right of way for the Wendson Substation North Corridor.

REMARKS This request cancels and supersedes request for Wendson Substation North Corridor dated June 5, 1969.

V

SUPERSEDED BY
REVISED REQUEST
DATED [illegible]

CHIEF, BRANCH OF TRANSMISSION DESIGN

M Marjunson [illegible]

BPA 390 Rev. Mar. 1969

Wendson Substation
North Corridor

International Paper Company
(Long Bell Division)

18S-11W-16

A strip of land variable in width which lies within the following-described property:

The E1/2NE1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

The boundaries of said variable strip of land being described as follows:

Commencing at the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence N39°05'10"W, 816.0 feet; thence along the north boundary of the United States Bonneville Power Administration's Wendson Substation Site N70°27'50"W, 414.5 feet to the true point of beginning; thence along said north line N70°27'50"W, 268.8 feet; thence N13°07'10"E, 349.1 feet; thence N11°51'10"W, 235.2 feet to the northwesterly boundary line of the existing 100-foot right of way of the United States of America for its Bonneville Power Administration's Mapleton-Reedsport transmission line described in volume 426 of deeds, page 519, county records; thence along said northwesterly line N48°25'00"E, 315.1 feet; thence S7°38'30"E, 516.0 feet; thence S12°53'20"W, 367.0 feet to the true point of beginning.

The bearings refer to the Oregon Coordinate System -- South Zone.

Subject to easements of record.

Prepared by: RCGudmestad:pmw

Verified by:

Checked by:

SU[illegible] BY
REVISED REQUEST
DATED [illegible]

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation North Corridor

PARCEL NO.

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE JUN 5 1969

The acquisition of appropriate land rights as described below is hereby requested.

OWNER

International Paper Company (Long Bell Division)

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated 10/24/68, revision 2 dated 5/16/69 of the "Wendson Substation Site and Entrance Road."

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE
RIGHT OF WAY WIDTH	**ACRES**	**NO. OF LINE S. OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY**
	4.4	

PURPOSE: Right of way for the Wendson Substation North Corridor.

REMARKS

VOID

SUPERSEDED BY
REVISED REQUEST
DATED 10-1-69

CHIEF, BRANCH OF TRANSMISSION DESIGN

BPA 390 Rev. Mar. 1969

Wendson Substation
North Corridor

International Paper Company
(Long Bell Division)

18S-11W-16

A strip of land variable in width which lies within the following-described property:

The E1/2NE1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

The boundaries of said variable strip of land being described as follows:

Commencing at the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence N39°05'10"W, 816.0 feet; thence along the north boundary of the United States Bonneville Power Administration's Wendson Substation Site N70°27'50"W, 455.5 feet to the true point of beginning; thence along said north line N70°27'50"W, 269.0 feet; thence N19°32'10"E, 350.9 feet; thence N11°51'10"W, 231.5 feet to the northwesterly boundary line of the existing 100-foot right of way of the United States of America for its Bonneville Power Administration's Mapleton-Reedsport transmission line described in volume 426 of deeds, page 519, county records; thence along said northwesterly line N48°25'00"W, 315.1 feet; thence S7°38'30"E, 519.9 feet; thence S19°32'10"W, 362.0 feet to the true point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

Subject to easements of record.

Prepared by: PRoper-Witt:jj

Verified by:

Checked by:

SURVEY BY
RECORD REQUEST
DATED

BPA 41 Rev. May 1966
U. S. DEPARTMENT OF THE INTERI
BONNEVILLE POWER ADMINISTRATION

FILE NO. T-T-W-(La)- 163.1

TRACT OWNERSHIP DATA

FILE NO.
TW-299, 300
TW-AR-51-1
Random Sale Pit
Mr. Cook
Entrance Rd.

COUNTY Lane SECTION 16 TOWNSHIP 18S RANGE 11W WM

OWNER International Paper Co. Long Bell Div.
ADDRESS Longview, Wash.
C/P
ADDRESS
ASSESSED TO Owner
ADDRESS
TAXES PAID BY Owner
ADDRESS

ASSESSOR'S TAX LOT 100 & 700
ASSESSED ACREAGE 80
ASSESSED VALUE 10¢ per acre Reforest. Land
ASSESSOR'S DESCRIPTION: N½NE¼, and part of SE¼NE¼

Warranty DEED

GRANTOR Winifred K. Starbuck and E.O. Immel Properties, Inc.

TO

GRANTEE International Paper Co.

DATED May 24, 1963
RECORDED June 6, 1963
VOLUME R220/13312
RECORDER'S FILE NO.
CONSIDERATION $10.
STAMPS None

Description of land conveyed, including reservations and exceptions:

The North half of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian; the Southeast quarter of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, except the tract deeded to Willamette Pacific Railroad at Volume 95, Page 565, Lane County Oregon Deed Records, and except tract deeded to Southern Pacific Railroad at Volume 95, Page 522, Lane County, Oregon Deed Records.

INITIALS VL:lc
DATE 8-1-67

(Prepare original and 5 copies. If additional space is needed use reverse side.)

INTERIOR - BONNEVILLE POWER ADMINISTRATION PORTLAND OREGON

BPA 303
Rev. [illegible]

BONNEVILLE POWER ADMINISTRATION
INTEROFFICE MESSAGE

Date 6-11-69

TO
Name: Betty Michaelis
Routing symbol and address:

Portland / Ross / Seattle / Spokane / Walla Walla

Fold here for return

FROM
Name: R. O'Hara
Routing symbol and address:

Portland / Ross / Seattle / Spokane / Walla Walla

Toledo-Wendson No. 1

Need title coverage NW¼SW¼, Sec. 10

(part) NE¼NE¼ " 16

all in T 18 S, R 11 W., W.M. Lane County, Oregon

(International Paper Company - owner according to my information)

[illegible] — R

6-19-69 Returned file to BM to order MMM

[illegible] 6-18-69 [illegible]
w/ [illegible]

Yes they own both —
Recorded [illegible] available.

[illegible]

T 18S, 11W. W.M.
Lane Co

TW -

Need Title

NWSW Sec. 10

NENE Sec. 16

International Paper Co.
[illegible]

Tract dwg's dated May 6, 7, 1969
for mile 50 & 51 - (not revisions)

Wendson S S
includes Wendson
Loop to Lane & Kap

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

An Estate in Fee Simple.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

INTERNATIONAL PAPER COMPANY, a New York corporation

3. The land referred to in this policy is situated in the County of Lane, State of Oregon and is described as follows:

The Southwest 1/4 of the Northwest 1/4 of Section 10 Township 18 South, Range 11 West of the Willamette Meridian, in Lane County Oregon.

The East 1/2 of the Scutheast 1/4 of Section 9, Township 18 South, Range 11 West of the Willamette Meridian, in Lane County, Oregon.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessments as follows:

Taxes for the fiscal year 1968-69 which are now a lien, but not yet delinquent.

2. Rights of the public in and to any portion lying within bounds of County Road.

3. Easement, including terms and provisions thereof, granted by E. O. Immel and Franco K. Immel, by E. O. Immel, her attorney in fact, to the United States of America, by instrument recorded November 3, 1950 in volume 426, page 518, Lane County Oregon Deed Records.

133164 - Box 59

WEND-5,5

PA

BPA OFFICIAL RECORD FILE
RETURN TO
M&F LAND FILES

ITEM NOS.	ORG	ACCT	W. OR.	OBJ CL	AMOUNT		REQUISITION NOS.	REQ SUPP NO.
	35	1173	134-24	25	$100.00			

ISSUING OFFICE

ORDER FOR SUPPLIES OR SERVICES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. Box 3621
PORTLAND, OREGON 97208

14 X 0326 CONSTRUCTION, OPERATION & MAINTENANCE, BONNEVILLE POWER ADMIN.

MARK ALL PACKAGES AND PAPERS WITH ORDER AND/OR CONTRACT NUMBERS

PAGE 1 OF

DATE OF ORDER	CONTRACT NO. (If any)	ORDER NO.
July 28, 1969	14-03-9095A	9095A-10

CONTRACTOR (Name and address, including ZIP code)

TO→ Title Abstract Company of Eugene
845 East Park Street
Eugene, Oregon 97401

SHIP TO (Consignee and address, including ZIP code)

Head, Title Section, BPA
P. O. Box 3621
Portland, Oregon 97208

VIA

TYPE OF ORDER

PURCHASE ☐ REFERENCE YOUR THE TERMS SPECIFIED ON BOTH SIDES OF THIS ORDER AND ON THE ATTACHED SHEETS IF ANY, INCLUDING DELIVERY AS INDICATED. THIS PURCHASE IS NEGOTIATED UNDER AUTHORITY OF PLEASE FURNISH THE FOLLOWING ON

DELIVERY ☐ EXCEPT FOR THE BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS SUBJECT TO INSTRUCTIONS CONTAINED ON THIS SIDE ONLY OF THIS FORM AND IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE NUMBERED CONTRACT.

F.O.B. POINT	GOVERNMENT B. L. NO.	DELIVERY TO F.O.B POINT ON OR BEFORE	DISCOUNT TERMS
Portland, Oregon		30 days	Net

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	Please furnish preliminary title policies in duplicate, on approved forms, covering the tracts and access roads listed on the attached sheet and as indicated on the enclosed map numbered 146252 for our Wendson Substation Site area in Lane County, Oregon.				
	Title Policies:	4	dup.	$25.00	$100.00
	Liability: $1,000.00 each				
	Do not furnish preliminary title policies for land owned by the Federal Government.				
	One invoice (in duplicate) covering all policies mailed at one time is preferred. Invoice must show purchase order number and tract number				
	Please show tract number on title policies.				

TOTAL → $100.00

BY (Signature)
/s/ Max L. McMillin

NAME (Typed)
Max L. McMillin
Head, Title Section
TITLE: CONTRACTING/ORDERING OFFICER

CHECK ONE ☐ SMALL BUSINESS ☐ OTHER

CONTROL ☐ EXPED ☐ D.A. SEC

R.R. RESP

FOR GOV'T USE ONLY

DATE REC	VIA
NO. PIECES	LOCATION
WT	FOR

Items rec'd as indicated: RECEIVING OFFICER DATE

Items comply with specs. INSPECTOR DATE

R.R.

BPA 4 Rev. June 1968

Wendson Substation Site and
Entrance Road
Lane County, Oregon

Purchase Order No. 9095-A-10
Date: July 28, 1969

1. Tract No.: Wendson Substation, North Corridor;
Wendson Substation Site, Parcel A
Wendson Substation Entrance Road, Parcel 1
Apparent Record Owner: International Paper Co.

Description: Part of the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, WM.

$25.00

2. Tract No.: Wendson Loop to Tahkenitch No. 2-2
Apparent Record Owner: Theodore Bernhardt et ux

Description: Part of Lot 2 of Section 16, Township 18 South, Range 11 West, WM.

$25.00

3. Tract No. Wendson Substation Site, Parcel B
Wendson Tap to Tahkenitch No. 1-1
Wendson Loop to Tahkenitch No. 2-1
Apparent Record Owner: Ray G. Page et ux

Description: Part of SW¼NE¼, Part of Lot 1, Part of Lot 2 all in Section 16, Township 18 South, Range 11 West, WM.

$25.00

4. Tract No.: Wendson Substation Entrance Road, Parcel 2
Appparent Record Owner: State of Oregon (State Highway Commission)

Description: Part of SW¼NW¼ of Section 15, Township 18 South, Range 11 West, WM.

$25.00

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION

NOTICE OF OPTION SECURED

on BPA Form # T-W-(C) Date December 15, 1969

Line Toledo-Wendson No. 1

Limited to one *line of structures.*

Station	to	Station	Tract No.
2523+30		2535+45	TW-273*
2873+75		2886+59.5	TW-297, 299 & 300
2886+80		2923+42.3 Back	TW-AR-44-2 & -44-3
89+21.5 Ahead		90+37.8	TW-AR-45-1, P. 1
			TW-AR-50-3, P. 2
			TW-AR-50-4
			TW-AR-51-1
			Wendson Substation Site, P. A (FEE)
			Wendson Substation North Corridor (FEE)
			Wendson Substation Entrance Road, P. 1

For Land Acquisition and Access Road requests, see Page 2.

Owner/Cont. Pchsr./Lessee:

International Paper Company
Woodlands Long-Bell Division
P. O. Box 1079
Longview, Washington 98632

Manager: A. J. Sandoz

See Page 2 for former owner of certain tracts.

Special Provisions

(XX) Danger tree cutting rights See below. of R W bdry.

(XX) Future danger tree cutting rights not included.

Present danger tree cutting rights are as shown in danger tree areas on Drawings 146244 DTM-D, 146250 DTM-D, 146252 DTM-D, Rev.3

In addition to the danger trees shown in green on the maps, the Government shall have the right to top, limb or fell, and to remove, sell, burn, or otherwise disp of the following listed trees:

One 20 inch in diameter Fir, located 67.5 feet outside of the right of way on the westerly side opposite survey station 2880+25.

One 16 inch in diameter Hemlock, located 27.5 feet outside of the right of way on the westerly side opposite survey station 2919+35.

One 18 inch in diameter Hemlock, located 27.5 feet outside of the right of way on the westerly side opposite survey station 2919+35

It is the intention of the Government in clearing the right of way prior to transmission line construction to leave standing in the right of way for conservation purposes certain merchantable or other trees which in its judgment will not interfere with the construction, operation and maintenance of the transmission line. The Government reserves the right at any time to cut and remove, or otherwise dispose of such trees when in its judgment they may endanger the transmission facilities. However, the Government agrees that the owner, its successors and assigns, may, at any time after the right of way has been cleared, cut and remove from the right of way any of such trees, provided, however, that any such cutting shall be done as a part of and in conjunction with the logging or cutting by the owner, its successors and assigns of the timber on the lands on both sides of said right of

(Continued on Page 2)

DISTRIBUTION

(1) Right of Way and Drafting Unit - ETMR
(1) Official Files - ELOF
(66) Line Construction Section - ECL
(4) Area Maintenance - OX
(1) Line Design Section - ETL
(1) Specifications Unit - ETMR
(1) Substation Construction - ECS
(1) Joseph Morrison - ETMRR
(1) C. Wait - ELC
(1) V. Ramis - ETMR

Prepared by: OVBerlund:mmm

Release No. 70-336

for Max L. McMillin
Head, Title Section
Branch of Land

BPA 136 Rev. Nov. 1967

BPA 136
Reverse side

BRANCH OF CONSTRUCTION

Owner ~~(was)~~ (was not) contacted before entry. Exercise of Option for easement by clearing and/or construction operations. (Cross out terms not applicable.)

Date of Entry: 9-21-70 Signature _____

PROPERTY CONDITION REPORT

( ) Before ( ) After Performance of work by ( ) Clearing ( ) Construction Contractor

Contractor [illegible]

No. and condition of fences None

Debris on R/W and in D.T. area Rotten Logs + Windfalls

Condition of ground (level, rutted, "cat" tracks, conformity to adjacent land, etc.) Conforms to adjacent ground

Condition of Access roads and Private roads used or likely to be used Good

Other noteworthy property conditions (water-lines, drainage, buildings, etc.) None

Owner ( ) was (✓) ~~was~~ not contacted; Check if: ( ) before ( ) during (✓) ~~after~~ performance of work.

Date 9-21-70 Inspector [illegible]

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

TW-AR-44-2*	AR Acquisition Request dated	"	"	9-17-68,	Drawing No.		146244
-AR-44-3	"	"	"	9-9-69	"	"	146244, Rev. 2
-AR-45-1, P.1*	"	"	"	4-1-69	"	"	146245, Rev. 1
-AR-50-3, P.2	"	"	"	6-9-69	"	"	146250, Rev. 1
-AR-50-4							
-AR-51-1	"	"	"	6-9-69	"	"	146251
Wendson Sub. Ent. Rd. P. 1	"	"	"	11-27-68	"	"	146252
Wendson Sub. Site, P. A	Land Acquisition Request dated			11-26-68,	Drawing No.		146252
Wendson Sub. North Corridor	"	"	"	11-17-69	"	"	146252

*Former owners: Claude D. Wyland et al

---

way, and it is further provided that the owner, its successors and assigns, shall be responsible for disposing of slash resulting from their activities to the extent required to render the right of way non-hazardous within State and local fire prevention standards.

The Government shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

Above listed access roads may be used for access to and from said transmission line and any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The rights to be acquired by the Government shall include all necessary and convenient access over, along and across existing roads on owner's premises within existing Bonneville Power Administration's easements.

Except where otherwise stated in option, the provisions contained in the easement granted by owner for Keeler-Allston No. 1 transmission line shall be incorporated in the easement to be conveyed by the owner for above listed tracts:

It is understood and agreed that, if at any time after the construction of electric transmission line facilities on the above-described property under the terms of this easement, the United States of America or its assigns shall cease to use said premises for such purpose and shall remove the facilities therefrom and shall not for a period of five years thereafter exercise any of the rights granted hereby, the rights granted under this easement shall revert to the owner of record at such time, and the rights granted hereby shall be of no further effect.

Easement reserves to the owner for itself, its successors and assigns, the right to use said strips of land for all purposes not inconsistent with the Government's use of same, and particularly the right to cross the same with railroads, truck roads and all other ways and means customary in transporting forest products; also the right to freely pass over and across said strips of land by all necessary means

and for any purpose incident to the ownership of adjoining lands; also the right to use the surface of the strips of land for such ordinary agricultural operations as will not interfere with the operation and maintenance of the transmission lines located or to be located thereon. In the exercise of such reserved rights, no buildings, other structures, or trees, other than Christmas trees, shall be permitted on said land.

The United States of America has agreed to cooperate in carrying out weed control programs whenever and wherever such programs are in effect upon the above-described land or lands adjacent to the above-described rights of way.

It is further understood and agreed that the United States of America shall include in any agreement for the clearing of the right of way, logging, or transmission line or access road construction a requirement that the contractor shall comply with the following:

a. International Paper Company has made no representation as to the present or future condition of its property or the character of the traffic on any of its roads, and Contractor assumes all risks of damage to property of or injury to Contractor in connection with the exercise of rights hereunder.

b. Contractor shall pay for all damage to Company's property resulting directly or indirectly from the negligent acts or omissions of Contractor hereunder; and shall reimburse the Company for all costs reasonably incurred for fighting fires resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions hereunder.

c. Contractor shall indemnify and hold harmless International Paper Company against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions hereunder.

d. Contractor shall obtain and maintain during the terms hereof liability insurance covering all motor vehicles and all other operations hereunder with limits of not less than $100,000/$300,000 personal injury and $300,000 property damage. All insurance policies shall bear an endorsement requiring the insurer to give thirty (30) days' written notice to the International Paper Company prior to cancellation or modification of such policies. Certificate evidencing such insurance shall be delivered to International Paper Company.

It is understood and agreed that the United States of America will issue a separate permit to the owner for the growing of Christmas trees within the transmission line rights of way.

All brush and slashings created by the contractor shall be burned, except that occasional tops, limbs and brush to three inches in diameter and to three feet in length may be left.

Due care shall be exercised by the clearing crews to the end that no damage be done to growing crops, fences or reproduction.

Easement includes the right to top, limb or fell "additional danger trees" which right may only be exercised within 2 years after all present danger trees have been cut, and the United States of America shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the United States of America, such payment to be made within a reasonable period of time after they have been so cut.

NOV 26 1968

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site
PARCEL NO. A

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: TRANSMISSION DESIGN SECTION

DATE NOV 26 1968

The acquisition of appropriate land rights as described below is hereby requested.

OWNER
International Paper Company

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 of the "Wendson Substation Site and Entrance Road."

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE

RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	11.08	

PURPOSE: Land for the Wendson Substation Site.

REMARKS

F. W. Farr

F. W. Farr, *Head Transmission Design Section*

INTERIOR - BONNEVILLE POWER ADMINISTRATION - PORTLAND, OREGON

BPA 390
Rev. Nov. 1966

Wendson Substation Site International Paper Company 18S-11W-16
Parcel A

A parcel of land in the SE1/4NE1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 11.08 acres, more or less, and described as follows:

Beginning at a point which is N39°05'10"W, 816.0 feet from the east quarter section corner of said Section 16; thence N70°27'50"W, 812.7 feet, more or less, to the west line of said SE1/4NE1/4 of Section 16; thence along said west line Southerly 791 feet, more or less, to the southwest corner said SE1/4NE1/4 of Section 16; thence along the south line of said SE1/4NE1/4 of Section 16, Easterly 600 feet, more or less, to a point in a line that bears S19°32'10"W, from the point of beginning; thence N19°32'10"E, 605 feet, more or less, to the point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

Prepared by: RRoper-Witt:jj

Checked by:

BPA 41 Rev. May 1956
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

EMP FILE NO. T-T-W-(La)-163.1

TRACT OWNERSHIP DATA

FILE NO.
Wendson Substation Site,
Parcel A
Entrance Road, ~~Parcel 1~~

COUNTY Lane SECTION 16 TOWNSHIP 18S RANGE 11W W.M.

OWNER ~~International~~ Paper Co. ~~Long Bell Div.~~

ADDRESS ~~Longview, Wash.~~

C/P

ADDRESS

ASSESSED TO Owner

ADDRESS

TAXES PAID BY ~~Owner~~

ADDRESS

ASSESSOR'S TAX LOT 100 & 700

ASSESSED ACREAGE 80

ASSESSED VALUE 10¢ per acre .cforest.

ASSESSOR'S DESCRIPTION: Land

$N\frac{1}{2}NE\frac{1}{4}$, and part of $SE\frac{1}{4}NE\frac{1}{4}$

Warranty DEED

GRANTOR Winifred K. Starbuck and E.O. Immel Properties, Inc.

TO

GRANTEE International Paper Co.

DATED May 24, 1963

RECORDED June 6, 1963

VOLUME R220/13312

RECORDER'S FILE NO.

CONSIDERATION $10.

STAMPS None

Description of land conveyed, including reservations and exceptions:

The North half of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian; the Southeast quarter of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, except the tract deeded to Willamette Pacific Railroad at Volume 95, Page 565, Lane County Oregon Deed Records, and except tract deeded to Southern Pacific Railroad at Volume 95, Page 522, Lane County, Oregon Deed Records.

✓ INITIALS VL:lc
DATE 8-1-67

(Prepare original and 5 copies. If additional space is needed use reverse side.)

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

For use with option form BP\ 41.

T-86723

4625 Tract No. Wendson Substation Site, Parcel No. B

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

WARRANTY DEED

Fee Title

FOR AND IN CONSIDERATION of the sum of **SIX THOUSAND** - Dollars ($ 6,000.00),

in hand paid, receipt of which is hereby acknowledged, **RAY G. PAGE and BARBARA PAGE, husband and wife,**

have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following described tract or parcel of land in the County of **Lane**, in the State of **Oregon,**

to wit:

A parcel of land in Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 29.25 acres, more or less, and described as follows:

"Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet west of the east quarter corner of said Section 16; thence South 36°47' East 442.5 feet; thence South 50°22' East 360.2 feet to the northeast corner of that tract conveyed to Scott Wills and Joanne Wills, husband and wife, by Deed recorded April 25, 1963, Recorder's Reception No. 08204, Lane County Oregon Deed Records; thence South 48°57' East 102.56 feet; thence South 37°50' East 142.34 feet to the northerly right of way line of the Southern Pacific Railroad; thence northeasterly along said northerly right of way line to its intersection with the south line of the SE¼NE¼ of said Section 16; thence west along said south line to the southwest corner of said SE¼NE¼; thence North 1320 feet to the northwest corner of said SE¼NE¼; thence West 570 feet to a point north of the place of beginning; thence South 1320 feet to the place of beginning, in Lane County, Oregon."

BPA 336 Reverse s

4625

TO HAVE AND TO HOLD the said tract or parcel of land unto the UNITED STATES OF AMERICA and its assigns, forever.

Grantors covenant(s) with the UNITED STATES OF AMERICA that **they are** lawfully seized and possessed of the said tract or parcel of land in fee; **have** a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, and that **they** will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this 11th day of APRIL, 1970

Ray G. Page

Barbara Page

Ray G. Page

Barbara Page

4623

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF California)
) ss:
COUNTY OF Santa Cruz)

On the 11th day of APRIL, 1970, personally came before me, a notary public in and for said County and State, the within-named RAY G. PAGE and BARBARA PAGE, husband and wife,
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the
State of
Residing at

My commission expires:

(SEAL)

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that the within instrument was received for the record on the day of , 19 , at M., and recorded in book on page , records of of said County.

Witness my hand and seal of County affixed.

By

Deputy.

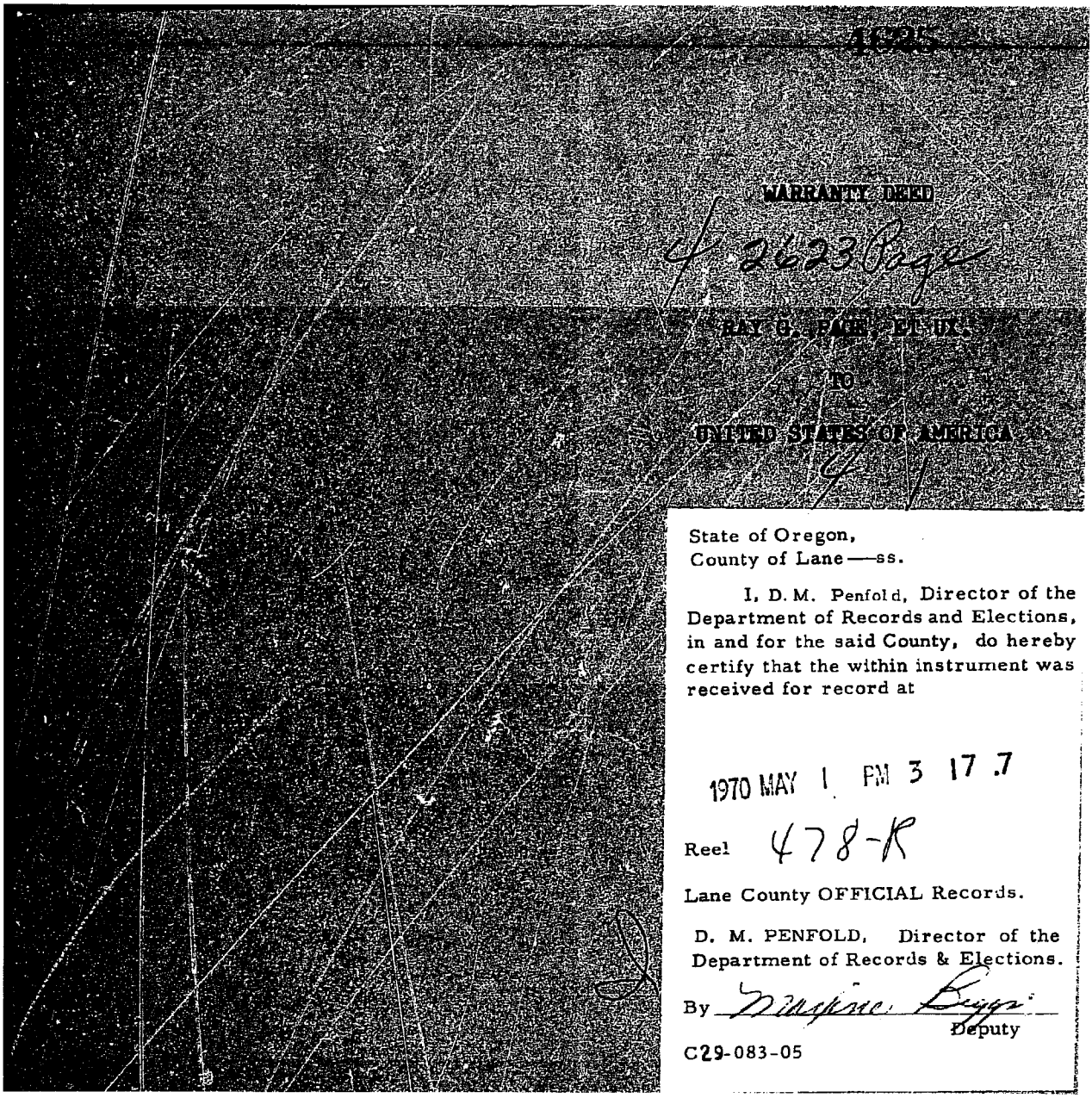
After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97208

cyl 4-1-70

BPA 177A
Mar. 1966

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON



4625

WARRANTY DEED

4 2623 Page

RAY G. PAGE, ET UX.

TO

UNITED STATES OF AMERICA

4 1

State of Oregon,
County of Lane——ss.

I, D. M. Penfold, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1970 MAY 1 PM 3 17 .7

Reel 478-R

Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the Department of Records & Elections.

By Marjorie Biggs
Deputy

C29-083-05

133164- BOX 59

WEND-SS

PB

DISBURSEMENT VOUCHER
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P. O. BOX 3621, PORTLAND, OREGON 97208

OM19152

SCH NO 0M2078

Payee: April 30, 1970

6,000.00

Ray G. Page and Barbara Page

cyl

CONTRACT OR PURCHASE ...

PARTIAL PAYMENT NUMBER

PAYMENT DATA

GROSS AMOUNT

DEDUCTIONS:
Discount
Retained percentage
Corrections (explain below)
Other

NET AMOUNT TO BE PAID

To purchase fee title in accordance with evidence in Land File No. Wendson Substation Site, Parcel No. B.

1 - 1970

5-001

35	1174	134-24	32

6000.—

OM1

BONNEVILLE POWER ADMINISTRATION

VOUCHER CERTIFICATE

TRACT NO. Wendson Substation Site, Parcel B

DISPOSITION OF CONTRACT PRICE:

TOTAL CONTRACT PRICE ..... $ 6,000.00

LESS AMOUNT WITHHELD BY BONNEVILLE POWER ADMINISTRATION FOR U.S. REVENUE STAMPS ..... $ _____

AMOUNT OF CHECKS TO BE ISSUED ..... $ 6,000.00

LIST OF CHECKS TO BE ISSUED:

DESCRIPTION	NAME OF PAYEE	AMOUNT
Grantors:	**Ray G. Page and Barbara Page**	**6,000.00**

TOTAL DISBURSEMENTS ON THIS VOUCHER ..... $ 6,000.00

SEND CHECKS TO:
AT

Head, Title Section

CERTIFICATE:

We , the undersigned, grantor(s) of the [redacted] (fee) under [redacted] (offer) dated **March 12, 1970** *, hereby authorize the disbursements above shown.* [redacted]

DATED THIS 11th DAY OF April, 1970

Ray G. Page

Barbara Page

cyl 4-1-70

BPA 404
Rev. July 1967

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

BRANCH OF LAND

TITLE PROGRESS SHEET

Amount $ 6,000.00

File No. Wendson Substation Site, Parcel B (FEE)

ROUTING ACTION	DATE
Option Unit	
~~Option~~ Fee Offer dtd.	3-12-70
Accepted	Mar 4 0 1970
Released (No. 70-583)	[illegible]
Obligation prepared	[illegible]
Land Register Clerk	
Posted in records	[illegible]
Land Files	
Arrange file	[illegible]
Title Desc. Examiner	
Preliminary C/T ordered	
Preliminary C/T received	
Preliminary C/T OK'd	
Title Unit	
Received in Unit	3-27-70
Supplemental C/T ordered	
Supplemental C/T received	
Instruments to Attorney	4-1-70
Instruments approved	4-3-70
To A/Gen for preliminary opin.	4-3-70
Preliminary opinion received	4-24-70

REMARKS:

ROUTING ACTION	DATE
Title Unit Cont.	
Deed mailed for execution	4-6-70
(or) Deed to field representative	
Deed signed	4-11-70
Other instruments:	
Affidavit signed	4-11-70
_____ recorded	
_____ signed	
_____ recorded	
Voucher certificate signed	4-11-70
Disbursement voucher prepared	4-30-70
Land Register Clerk	
Voucher date posted and fwded to Disbursement Audit	4-30-70
Title Unit	
Check received	5-6-70
Check mailed	5-14-70
Deed mailed for recording	4-30-70
Deed recorded	5-1-70
Recorded deed received	5-13-70
Final C/T ordered	4-30-70
Final C/T received	5-6-70
Final opinion requested	5-14-70
Final opinion received	6-29-70
Case closed	7-1-70
Land Register Clerk	
Voucher No. posted & closed in Land register	7-17-70

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

AFFIDAVIT RE FINANCING STATEMENTS

Tract No. Wendson Substation Site, Parcel B

STATE OF ~~OREGON~~ California)
) ss.
County of Santa Cruz)

I (We) Ray G. Page and Barbara Page, husband and wife,

being first duly sworn, depose and say:

That the above named persons own or are in possession of, and are all the owners of and the only persons in possession of, the real property described in Preliminary Title Policy No. 107305-86723

of Title Abstract Company of Eugene and located

in Section 16, Township 18 South, Range 11 West, W. M., Lane County, Oregon.

That no financing statements affecting timber, growing crops or fixtures have been executed and filed against said real property either in the office of the Secretary of State or with the County Recorder of any Oregon county, including the county in which said real property is located, from or after September 3, 1963, except as follows:

Affiant makes this affidavit for the purpose of inducing the above named title company to issue its final certificate of title omitting reference to financing statements duly filed and of record but not shown in the said title company's preliminary report above specified.

/s/ Ray G. Page (SEAL)
Ray G. Page

/s/ Barbara Page (SEAL)
Barbara Page

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SUBSCRIBED and SWORN to before me this 11 day of April, 1970.

/s/ Kenneth D. Kenoyer
Notary Public for ~~Oregon~~ California
My Commission expires

"SEAL"
KENNETH D. KENOYER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE
IN SANTA CRUZ COUNTY
MY COMMISSION EXPIRES MAY 5, 1970

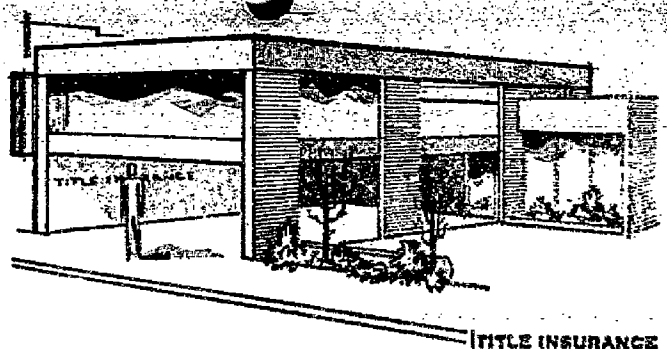
BPA 1049
Nov. 1964

cyl 4-1-70

"DEPENDABLE TITLE SERVICE"

TITLE ABSTRACT COMPANY OF EUGENE

845 EAST PARK | EUGENE, OREGON | 97401 TELEPHONE 342-5557 AREA 503



TITLE INSURANCE ESCROWS

OFFICIAL FILE COPY

No. Date 10-24-69

Class.

Referred To:

Action Taken:
☐ ANS. ☐ NO REPLY

By Date

October 23, 1969

Bonneville Power Administration
Portland, Oregon

Gentlemen: Re: Our No. 86723

Enclosed herewith, please find in duplicate, revised Page 3 of Policy No. 107305-86723, pursuant to our phone conversation of this date.

Please insert this into your policy and destroy the original page 3.

Very truly yours,
TITLE ABSTRACT COMPANY OF EUGENE
By
June Walker, Title Officer

jw
encl.

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

TO: Disbursement Audit Section – MFDG
Attention: Land Voucher Auditor

Date July 1, 1970

Bur. Vou. No. OM19152

FROM: Branch of Land – ELT

Certified for payment May 1, 1970 (Date)

SUBJECT: Tract No.(s) Wendson Substation Site, P. P

We transmit herewith the subject land file(s) for final audit.

Conrad Nystrom cyl
Conrad Nystrom
Acting Head, Title Section

cyl
Audit completed 8-17-70 (Date)

(Land Voucher Auditor)

BPA 382
Rev. July 1956

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION

CHECK SHEET

TRACT NO. Wendson Substation Site, Parcel B NAME Ray G. Page, et ux.

PLEASE CHECK IF OK

(✓) GRANTORS	( ) TAXES & ASSESSMENTS	( ) VOUCHER CERTIFICATE
(✓) CONSIDERATION	(✓) MORTGAGES & OTHER LIENS	( ) FIELD INSTRUCTIONS
(✓) SPECIAL OPTION PROVISIONS (mail)	( ) OCCUPANTS	( ) OTHER

4-1-70: For prel. review of title and prel. opin. to Justice.

Item 1 - will request owners to pay 1969-70 taxes, if not already paid; Items 2 and 4 will be deleted; item 3 is acceptable. (cyl)

4/2/70
C. 2

5-14-70: For final opin. from Justice. (cyl)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date May 14, 1970

In reply refer to:
Tract No.(s) Wendson Substation
Site, Parcel B

Ray G. Page
Barbara Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. and Mrs. Page:

We enclose herewith United States Treasurer's check No. 60,193,848 drawn to the order of yourselves

in the amount of $ 6,000.00 [illegible]

[illegible]

[illegible]

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

2 Enclosures

cc:
B. Packwood - ELT
Official File - ELOF

ELT:cyl 5-14-70

BPA 379
Rev. Oct. 1967

DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date: April 30, 1970

Preliminary
Title No. 107305-86723

Title Abstract Co. of Eugene
845 East Park Street
Eugene, Oregon 97401

Gentlemen:

Subject: Tract No. Wendson Substation Site, Parcel B

Please do the following:

(x) 1. Record the enclosed deed; however, please advise us if there has been an adverse change in title since the date of the preliminary title policy.

(x) 2. Issue in duplicate a final indorsement insuring title to the ~~(easement)~~ (fee) acquired by the United States of America and covered by your preliminary report(s) and our file number(s) listed above.

(x) 3. Show the amount of liability under said final report at $ 6,000.00.

( ) 4. Record the enclosed ( ) subordination agreement(s) ( ) partial release of mortgage ( ) quitclaim deed(s) ( )

( ) 5. Withhold issuance of the final indorsement if all taxes for the year(s) have not been paid and notify this office immediately.

(x) 6. Bill us in duplicate for the above recording fees.

(x) 7. Eliminate the following items from Schedule B: Item 1, as these taxes were paid 10/23/69; items 2 and 4, as these easements will merge with the fee.

Also enclosed is an Affidavit re Financing Statements.

Sincerely yours,

Head, Title Section
Branch of Land

Enclosure(s)
cc:
R. Eldridge - ELT
ELT:cyl 4-30-70

BPA 331
Rev. Sept. 1968

Kirk E. Williams, Head
Location and Mapping Section - ETM

April 22, 1970

In reply refer to:
ELA

Louis J. Cowan, Assistant Chief
Branch of Land - ELA

Wendson Substation Site, Parcel No. B

The land acquisition request dated April 6, 1970 for the subject site is returned herewith for cancellation.

The land acquisition request was prepared in accordance with the instructions contained in Mr. Staats' memo of March 23, 1970, copy attached, which directs that under these circumstances the size of the tract being acquired by the Government (customarily expressed in terms of acreage) cannot be shown.

The size of the tract to be acquired is an essential tool needed by the Branch of Land in the appraisal and acquisition process. Likewise, the size is vital to the Plant Accounting Section. For these reasons we are going to have to insist that the acreage be shown on the land acquisition request. If it is not possible to compute the exact size, the approximate size may be shown as "4.7 acres, more or less." Land acquisition requests received in this Branch without this information will be returned to your department for cancellation.

In this instance Branch of Land will continue to use the land acquisition request dated March 5, 1970, which does contain the acreage figure.

In order to allay Mr. Staats' apprehension in this matter you may assure him that it is neither illegal nor unethical for a prospective purchaser to ascertain by whatever reasonable means are available to him the size of a tract of land.

2 Enclosures

cc:
John V. Mulcahy - EL
M. Marjerrison - ET
Official File - ELOF

ELT:CNystrom:cyl:ajw 4-21-70

MAY BE REPRODUCED
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Kirk E. Williams, Head
Location and Mapping Section - ETM

DATE: March 23, 1970

In reply refer to:
ETMRR

FROM : Henry R. Staats, Right of Way Group
Right of Way and Drafting Unit - ETMRR

SUBJECT: Acreages of Properties as computed by County Assessors

In reference to Mr. Cowan's memorandum of March 19, 1970 on the same subject.

This memorandum brought to my attention an existing practice in preparing land acquisition requests that is unethical, possibly illegal and should be discontinued.

Fee property whenever possible is acquired from the owner's deed without survey. In most cases the acreage of tracts involved is given in the deed, but occasionally the acreage is not given. Parcel B of the Wendson Substation Site is such a case. Generally this is because the property has never been surveyed, the boundaries are unknown and area is not computable.

In these cases BPA Form 390 should indicate in the box for acres "as unsurveyed" and the acreage should not be added to legal descriptions. In answer to Vic Berglund's question, one guess is as good as another; but I don't believe assessors have any established rule in establishing acreages of convenience.

Henry R Staats

cc:
Official File - ETM

ETMRR:HRStaats:jj 3-23-70

Xerox copies to:
L J Cowan - ELA ✓
L L Mosier - ELC
O V Berglund

8010-106

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

1969-70 REAL PROPERTY TAXES

LANE COUNTY, OREGON

ASSESSED AS OF JANUARY 1, 1969 FOR FISCAL YEAR ENDING JUNE 30, 1970.

MAKE REMITTANCE PAYABLE TO:
JOHN H. FARKHURST, DIRECTOR
DEPARTMENT OF ASSESSMENT AND TAXATION
EUGENE, OREGON 97401 PHONE 342-1311 EXT. 251

NAME, ADDRESS AND ADDITIONAL DESCRIPTION

PAGE RAY G + BARBARA
7 FAIRVIEW PL
MILLBRAE CALIFORNIA 94030

97-22

TAXPAYER, IF OTHER THAN PERSON NAMED ABOVE.

LIST NO. LOAN NO.

* BUILDINGS AND OTHER IMPROVEMENTS ON LAND.
** DOLLARS AND CENTS PER THOUSAND DOLLARS OF VALUE.

DUE DATES - INTEREST - DISCOUNT	CHECK	M.O.	CASH
FULL TAX LESS 3% OR 1ST 1/4 NOV. 15, 69			
SECOND QUARTER FEB. 15, 70	CLERK		
THIRD QUARTER MAY 15, 70	G.M.		
FOURTH QUARTER AUG. 15, 70	1st 1/4	TAX	
INTEREST CHARGED AFTER ABOVE DATES AT THE RATE OF 2/3 OF ONE PERCENT PER MONTH.	2nd 1/4	DISC	
DISCOUNT: 1/4 PAYMENT - NONE. 1/2 PAYMENT - 1% ON AMOUNT PAID.	3rd 1/4	INT	
3/4 PAYMENT - 2% ON AMOUNT PAID.	4th 1/4	TOTAL	

SEE REVERSE SIDE

SERIAL NUMBER 997529251

ACCOUNT NUMBER

DESCRIPTION OF REAL PROPERTY

MAP NUMBER TWP. SOUTH	RANGE	SEC.	1/4 1/4 SEC.	1/4 1/4 SEC.	TAX LOT NUMBER	SPECIAL INTEREST IN REAL PPTY.	CO ARI NUM
18	11	15			600		97-

ACRES AND ASSESSED VALUES DESCRIPTION	ASSESSED VALUE
APPROXIMATE ACRES	3.25
LAND	130
TIMBER	
IMPROVEMENTS *	
TOTAL	130
EXEMPTION-TYPE	
EXEMPTION-TYPE	

CURRENT TAXES

TAX LEVIED BY	TAX RATE**	AD VALOREM
LANE COUNTY	1.17	
SCHOOL DIST. #97	25.73	
L.C.A.E.D.	1.55	
SIUSLAW FIRE 1	1.54	
PORT OF SIUSLAW	.36	
WEST LANE HOSPTL	.97	
LESS ST. RELIEF	1.30	

NET VALUE 130 MULTIPLIED BY TOTAL RATE 30.04

NOTICE: The potential additional Tax on the specially assessed unzoned farm land for this property is:
Current Tax Year:
TOTAL (CURRENT AND PRIOR YEARS)

SPECIAL ASSESSMENTS TYPE

DELINQUENT TAXES—INTEREST NOT INCLUDED

NOTICE: FORECLOSURE PROCEEDINGS WILL BE STARTED AFTER DEC. 15 OF REAL PROPERTY ACCOUNTS SHOWING UNPAID TAXES FOR YEAR INDICATED → PRIOR YEARS →	YEAR	AMOUNT
	68-69	
	67-68	
	66-67	
	65-66	

1969-70 TAXES AND ASSESSMENTS →
LESS 3% DISCOUNT →

NET IF PAID BY NOV. 15, 1969 →

TOTAL STATE PROPERTY TAX RELIEF

AMOUNT $ 21,926,354 TAX RATE** $

TAXPAYER MUST RETURN BOTH COPIES TO OBTAIN A RECEIPT. WHEN VALIDATED BELOW COPY BECOMES YOUR RECEIPT FOR TAXES PAID ON PROPERTY DESCRIBED HEREON.

PAID 10/23/69 05770 3.79 1 70

1969-70 REAL PROPERTY TA

LANE COUNTY, OREGON

ASSESSED AS OF JANUARY 1, 1969 FOR FISCAL YEAR ENDING JUNE 30, 1970.

MAKE REMITTANCE PAYABLE TO:
JOHN H. PARKHURST, DIRECTOR
DEPARTMENT OF ASSESSMENT AND TAXATION
EUGENE, OREGON 97401 PHONE 342-1311 EXT. 251

NAME, ADDRESS AND ADDITIONAL DESCRIPTION

PAGE RAY G + BARBARA
7 FAIRVIEW PL
MILLBRAE CALIFORNIA 94030

97-04

TAXPAYER, IF OTHER THAN PERSON NAMED ABOVE.

Same

LIST NO. LOAN NO.

* BUILDINGS AND OTHER IMPROVEMENTS ON LAND.
** DOLLARS AND CENTS PER THOUSAND DOLLARS OF VALUE.

DUE DATES - INTEREST - DISCOUNT
FULL PAYMENT 1/4 NOV. 15, 69
SECOND QUARTER FEB. 15, 70
THIRD QUARTER MAY 15, 70
FOURTH QUARTER AUG. 15, 70
INTEREST CHARGED AFTER ABOVE DATES AT THE RATE OF 2/3 OF ONE PERCENT PER MONTH.
DISCOUNT: 1/4 PAYMENT - NONE.
1/2 PAYMENT - 1% ON AMOUNT PAID.
3/4 PAYMENT - 2% ON AMOUNT PAID

CHECK	M.O.	CASH
✓		
CLERK		
1st. 1/4	TAX	
2nd. 1/4	DISC.	
3rd. 1/4	INT	
4th. 1/4	TOTAL	

SEE REVERSE SIDE	SERIAL NUMBER
	997529102

ACCOUNT NUMBER
DESCRIPTION OF REAL PROPERTY

MAP NUMBER TWP. SOUTH	RANGE	SEC.	1/4 SEC.	1/16 SEC.	TAX LOT NUMBER	SPECIAL INTEREST TYPE	IN REAL PPTY.	CODE AREA NUMBER
18	11	16			5[illegible]			97-02

ACRES AND ASSESSED VALUES

DESCRIPTION	ASSESSED VALUE
APPROXIMATE ACRES	26.[illegible]
LAND	55[illegible]
TIMBER	
IMPROVEMENTS *	
TOTAL	55[illegible]
EXEMPTION-TYPE	
EXEMPTION-TYPE	
NET VALUE	55[illegible]

CURRENT TAXES

TAX LEVIED BY	TAX RATE**	AD VALOREM AMOUNT
LANE COUNTY	1.17	.[illegible]
SCHOOL DIST. #97	25.73	14.17
L.C.A.E.D.	1.55	.85
PORT OF SIUSLAW	.38	.21
WEST LANE HOSPTL	.97	.53
LESS ST. RELIEF	1.30	.72
MULTIPLIED BY TOTAL RATE	28.50	15.68

NOTICE: The potential additional Tax on the specially assessed unzoned farm land for this property is:
Current Tax Year:
TOTAL (CURRENT AND PRIOR YEARS)

SPECIAL ASSESSMENTS

TYPE	
FIRE PATROL	4.97

DELINQUENT TAXES—INTEREST NOT INCLUDED

NOTICE: FORECLOSURE PROCEEDINGS WILL BE STARTED AFTER DEC. 15 ON REAL PROPERTY ACCOUNTS SHOWING UNPAID TAXES FOR YEAR INDICATED →

YEAR	AMOUNT
68-69	
67-68	
66-67	
65-66	
PRIOR YEARS →	

1969-70 TAXES AND ASSESSMENTS →	2[illegible].65
LESS 3% DISCOUNT →	.5[illegible]
NET IF PAID BY NOV. 15, 1969 →	2[illegible]

TOTAL STATE PROPERTY TAX RELIEF

AMOUNT $ 21,926,354 TAX RATE**51.[illegible]

TAXPAYER MUST RETURN BOTH COPIES TO OBTAIN A RECEIPT. WHEN VALIDATED BELOW, [illegible] COPY BECOMES YOUR RECEIPT FOR TAXES PAID ON PROPERTY DESCRIBED HEREON.

PAID 10/23/69 05769 20.03 1 70

April 6, 1970

ELT

Wendson Substation Site, P. B

Ray G. Page
Barbara Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. and Mrs. Page:

Enclosed is a Warranty Deed drawn according to the terms of the offer signed by you on March 12, 1970. This instrument is to be executed by you before a notary public. A copy of the deed is enclosed for your records.

The voucher certificate enclosed, when signed by you, constitutes your authority to this office to order the check in payment for the rights acquired. It does not require acknowledgment by a notary public.

Under the regulations of the Department of Justice, we are required to secure a final title policy free from all liens and mortgages, including taxes, before we can make payment for the rights acquired. The 1969-70 taxes will have to be paid, if not already paid.

Also enclosed for execution by you before a notary public is an Affidavit re Financing Statements which is required by the title company.

We will appreciate your returning the original deed, voucher certificate, and affidavit at your earliest convenience. An addressed envelope is enclosed for your use in returning them to this office. At the time you return the instruments will you please advise us if the above taxes have been paid.

Your cooperation is very much appreciated.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

5 Enclosures

cc:
Official File - ELOF

ELT:CYLee:cyl 4-6-70

TO: ~~[illegible]~~ Date March 23, 1970

TO: Henry Staats, ETMRR

FROM: Head, Title Section, ELT

SUBJECT: Wendson Substation Site, Parcel B
Ray G. Page, et ux.

Land file(~~s~~) for subject case (is) ~~(are)~~ forwarded herewith for examination and approval of legal description(s) in title policy(~~ies~~) and land acquisition request(~~s~~). In connection therewith, please review the following items in Schedule B:

Please furnish seven prints each (8" x 14" size) of the following map(s) not now available in the Branch of Land:

MAX L. McMILLIN

BY [signature]

- -

TO: Head, Title Section, ELT Date 3-25-70

FROM: Henry Staats, ETMRR

Subject file(~~s~~) (has) (~~have~~) been examined. The legal description in Schedule A of title policy(~~ies~~) No. 107305 - 86723

includes all land covered by the following land acquisition requests:

Tract No.	Date
WENDSON SS, P.B	3- -70

Title policy(~~ies~~) stamped.

Remarks: NEW CAR BEING WRITTEN. THE ONLY CHANGE WILL BE TO DROP THE ACREAGE CALL.

[illegible]

- -

TO: Head, Title Section, ELT Date

FROM: Henry Staats, ETMRR

Coverage is needed for the following property:

R 3/24/70

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

NOTICE OF FEE / OFFER SECURED

on BPA Form # 341 Date March 20, 1970

Line Wendson Substation Site Station to Station Tract No. Wendson Substation Site, Parcel B

Owner/Cont. Pchsr./Lessee:

Ray G. Page et ux
7 Fairview Place
Millbrae, California 94030

Land Acquisition Request dated March 5, 1970, Drawing 146252 dated Oct. 24, 1968, Revision 6

Special Provisions

( ) Danger tree cutting rights_____ of R. W Entry.

( ) Future danger tree cutting rights not included.

DISTRIBUTION

(1) Right of Way and Drafting Unit - ETMR
(1) Official Files - ELOF
( ) Line Construction Section - ECL
(4) Area Maintenance - OX
(1) Line Design Section - ETL
(1) Specifications Unit -ETRS
(1) J. Morrison - ETMRR
(1) C. Wait - ELC

Prepared by: OVBerglund:mmm

Release No. 70-583

Max L. McMillin
Head, Title Section
Branch of Land

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Show to whom, date, and address where delivered ☐ Deliver ONLY to addressee

(Additional charges required for these services)

RECEIPT

Received the numbered article described below.

REGISTERED NO.

CERTIFIED NO.
503687

INSURED NO.

DATE DELIVERED
3-24-70

1. SIGNATURE OR NAME OF ADDRESSEE *(Must always be filled in)*
Ray G. Page

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

3. SHOW WHERE DELIVERED *(only if requested)*

Ray G. Page et ux Wendson Sub. Site, P. B (FEE)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P. O. Box 3621
Portland, Oregon 97208

CERTIFIED – RETURN RECEIPT REQUESTED

[illegible] 1970

In reply refer to: ELTO
Wendson Substation Site,
Parcel B (FEE)

Ray G. Page
Barbara Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. and Mrs. Page:

The instrument dated March 12, 1970, in which, for the sum of $ 6,000.00, you offer to convey to the United States of America certain rights to the property described therein, is hereby accepted. This acceptance gives the United States, its employees and contractors the legal right to enter upon your property for the purpose of exercising those rights. The title clearance, accounting, and other work necessary to complete the transaction and make payment will be completed as soon as possible.

After the date of this letter, any transactions you may enter into affecting this property will be subject to the contents of this instrument and of any related ones. Therefore, we request that you include an express reference to the Government's rights in any documents covering such transactions.

Sincerely,

(Sgd) [illegible] Cowan

Lo[illegible]
Acting [illegible]nd

cc:
Official File - ELOF

ELTO:mmm 3-18-70

BPA 10
Rev. 2-24-59

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO.

Wendson Substation
Site, Parcel B (FEE)

LAND OBLIGATION NOTIFICATION

DATE MAR 2 0 1970

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Ray O. Page et ux

REQUEST IS MADE FOR ☐ INCREASE IN
☐ CANCELLATION OF OBLIGATION DATED

IN FAVOR OF

REASON

Margaret M. Malmke
(Signed)

DESCRIPTION	ORG SYM	ACTIVITY	WORK ORDER	OBJECT CLASS	AMOUNT
EN O	35	1174	134-24	32	$6,000.00

March 13 1970
ELC
Wendson Substation Site,
Parcel B (Fee)

Mr. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

In answer to your memorandum of March 19, 1970, I would like to advise you that the C & S Construction Company has the clearing and road building contract for the Toledo-Wendson transmission line. Their address is Route 4, Box 138A, Mt. Vernon, Washington 98273.

The contractor is not at the present time working in the Wendson vicinity, so this should give you some time to work something out with them.

Sincerely,

Lester L. Moser
Head, Acquisition Section
Branch of Land

cc:
Official File - ELOF

ELC:CNWait:ds 3-13-70

MAR 1 2 1970

March 19, 1970

Memo:

To: Mr. Lester Moser

From : Ray G. Page

Subject: Road Contractors Name and Address

We would like to obtain the name and address of the contractor that is going to build your road up the face of the bench.

As you know we own parcel 1200 (see sketch) which has 300 feet along highway 36. We are in need of about 8,000 to 10,000 cu. yds. of fill, and would like very much to get an estimate from your contractor since we are just across the highway from your cut.

C+S Lent Co
Rt 4 Box 138A Mt Vernon Wash

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

OPTION SECURED REPORT

Tract No. Wendson SS Site, Parcel B (FEE) Date 3-12-70

NAME Ray G. Page and Barbara Page

ADDRESS 7 Fairview Place, Millbrae, Calf. 94030

NAME

ADDRESS

LOCATION OF LAND

Option secured Remarks $6,000.00

1. Was option read to grantors?
2. With whom was copy of option left?
3. What date payment promised?
4. What type of structures and guys and anchors were discussed?
5. What stations were given for structure locations?
6. Is domestic water supply involved? Comment:
7. What was said relative to danger trees and clearing of right of way?
8. When and where can grantors be seen?

Release No. 70-583
Letter MAR 20 1970

9. What papers other than copy of option were left?

For further comment use reverse side and refer to corresponding item by number.
Use reverse if option not secured.

Mail 3-12-70
LAND BUYER

BPA 397
Rev. Aug. 1963

March 6, 1970

ELC
Wendson Substation Site,
Parcel B (FEE) (Rev.)

Mr. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

We first wish to apologize for the delay in getting the enclosed papers prepared; however, they finally were completed to our satisfaction, and I am enclosing the original and two copies of an offer form wherein you agree to sell the United States Government your property at Wendson, as described, for the sum of $6,000.00.

You are asked to sign the original and one copy as indicated and return them to this office. We will then proceed to draw the necessary papers, including a Warranty Deed, which will be returned along with the voucher for your signatures. It is requested that you sign these papers as you took title, that is, "Ray G. Page and Barbara Page."

I am enclosing an addressed envelope for your convenience. If you have any questions, please feel free to contact me at this office.

Sincerely,

Lester L. Moser
Head, Acquisition Section
Branch of Land

Enclosures 2

cc:
Official File - ELOP

ELC:LLMoser:ds 3-6-70

MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Acquisition Section - ELC DATE: March 6, 1970

FROM : Marge Kageler
Supervisory Conveyances Examiner - ELTO

SUBJECT: Wendson Substation Site

Enclosed is buyer's assembly for Wendson Substation Site, Parcel B, for acquisition in fee. Owner: Ray G. Page, et ux.

Request and appraisal are included. Revision 6 of Drawing 146252 DTM-D has been requisitioned.

M. Kageler

Enclosure

cc:
B.Packwood
Official File: ELTO

ELTO:mta 3/6/70

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

March 5, 1970

SUBJECT: Wendson Substation Site, Parcel B Revised Request for Condemnation

Transmitted herewith is revised request for acquisition of right of way through condemnation action for Wendson Substation Site, Parcel B.

Enclosure

cc:
M. Marjerrison - ET
W. V. Ramis - ETMR
Official File - ELOF

ETMRR:RHoper-Witt:bw 3-5-70

Head, Location and Mapping Section - ETM February 19, 1970

Max L. McMillin, Head, Title Section
Branch of Land - ELT

Wendson Substation Site and Corridors

Enclosed are copies of land acquisition request for Wendson Substation Site, Parcel B, dated February 18, 1970.

It is requested that land acquisition request be revised for acquisition in fee of the ownership of Ray G. Page, et ux, as described in the enclosed copy of certificate of title and as requested in memorandum from Lester L. Moser, Head, Acquisition Section, dated January 28, 1970, a copy of which is enclosed.

Enclosures

cc:
B. Packwood
Official File: ELTO

ELTO:mta 2/19/70

OPTIONAL FORM NO. 10
5010-107
GSA GEN. REG. NO. 27

UNITED STATES GOVERNMENT

Memorandum

TO : Max L. McMillin, Head, Title Section
Branch of Land - ELT

DATE: February 18, 1970

FROM : Henry R. Staats, Head, Right of Way Group
Right of Way and Drafting Unit - ETMRR
Branch of Transmission Design - ET

In reply refer to:
ETMRR

SUBJECT: Wendson Substation Site and Corridors Request for Land

Transmitted herewith is a revised request for the acquisition of land for the Wendson Substation Site and Corridors. This request was revised to include all of the Roy G. Page, et ux, parcel of land for Wendson Substation Site, Parcel B, as requested by memorandum dated January 28, 1970, from Lester L. Moser to Kirk E. Williams. Drawing 146252 of the "Wendson Substation and Entrance Road" is being revised to show these changes under revision 6.

Henry R. Staats

Attachment

cc:
Official File - ELOF
M. Marjerrison - ET

ETMRR:RHW:bw 2-18-70

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

Kirk Williams
Head, Location and Mapping Section - EPM

January 28, 1970

Lester L. Moser, Head, Acquisition Section
Branch of Land - ELC

Wendson Substation Site, Wendson Tap and Wendson Loop to Tahkenitch No. 1

Reference land acquisition requests for:

Wendson Substation Site, Parcel B, August 15, 1969 (Fee)
Wendson Tap to Tahkenitch No. 1, Parcel 1, November 18, 1969
Wendson Loop to Tahkenitch No. 2, Parcel 1, November 21, 1969

It is requested that the above mentioned land acquisition requests be cancelled and a revised request be issued for acquisition in fee of this ownership of Ray G. Page, et ux, as described in the enclosed copy of certificate of title.

Enclosure

cc:
M. Kageler, EIEO
Official File - EIOF

ELC:LLMoser:ds 1-28-70

January 23, 1970

ELC
Wendson Substation Site,
Parcel b (FEE)
Wendson Tap to Tahkenitch
#1, Parcel 1
Wendson Loop to Tahkenitch
#2, Parcel 1

Mr. Ray Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

Thank you for your letter of January 12, 1970, wherein you advise that you would be willing to accept $6,000. for the Page property at our Wendson Substation in Lane County, Oregon.

We will prepare the necessary instruments and forward them to you in the near future. I personally feel that the best way to conclude this transaction is to acquire all of your property in that area.

I wish to thank you for your cooperation in this matter, and you may expect to hear from us soon.

Sincerely,

Lester L. Moser
Head, Acquisition Section
Branch of Land

cc:
Official File - ELOP

ELC:LLMoser:ds 1-23-70

OFFICIAL FILE COPY
No. Date 1-14-70
Clerk
Reference for: ELC
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

January 12, 1970

In reply to:
ELC
Tract No. 1
Wendson Substation Site,
Parcel B (FEE)
Wendson Tap to Tehkenitch
#1, Parcel 1
Wendson Loop to Tehkenitch
#2, Parcel 1

Mr. Lester L. Moser
Head, Acquisition Section
Branch of Land

Dear Mr. Moser:

The answer to paragraph three of your letter of January 9, 1970 is $6,000 for the Page parcel.

Yours truly,

Roy G. Page

Roy G. Page

7 Fairview Place
Millbrae, Calif. 94030

January 9, 1970

EIC
Tract No.:
Wendson Substation Site,
Parcel B (FEE)
Wendson Tap to Tahkenitch
#1, Parcel 1
Wendson Loop to Tahkenitch
#2, Parcel 1

Mr. Ray Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

We have discussed your proposition of acquiring all the property you own near our proposed Wendson Substation. We are restricted by law from acquiring land in excess of our requirements. Unless we can show that it was to the best interests of the Government to monetarily do so.

Before we can determine the feasibility of purchasing your property, we would necessarily need to know what your asking price would be. We would certainly consider it seriously if it is within our authorization to purchase this property.

Would you kindly forward your asking price in the envelope enclosed.

Sincerely,

Lester L. Moser
Head, Acquisition Section
Branch of Land

Enclosure

cc:
Official File - EIOF

EIC:LLMoser:ces 1-9-70

January 4, 1970

In reply to:
ELC
Tracts No.:
Wendson Substation Site,
Parcel B (FEE)
Wendson Tap to Tahkenitch
#1, Parcel 1
Wendson Loop to Tahkenitch
Wendson Loop to Tahkenitch
#2, Parcel 1

Lester L. Moser
Head, Acquisition Section
Branch of Land

1-6-70

Dear Mr. Moser:

In reply to your letter of December 31, 1969 paragraph 3. Yes, we are proposing that you buy all of the Page parcel.

Yours truly,

Ray G. Page

Ray G. Page

7 Fairview Place
Millbrae, Calif. 94030

1-7-70 ① Requested est. appr - for purchase in fee -
② Talked w/ L.J. Cowan - he feels we should
by in fee.

December 31, 1969

ELC
Tracts No.:
Wendson Substation Site,
Parcel B (FEE)
Wendson Tap to Tahkenitch
#1, Parcel 1
Wendson Loop to Tahkenitch
#2, Parcel 1

Mr. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

Thank you for your letter of December 22, 1969. Because of vacation schedules in this department, I ask that you tolerate a slight delay for a full answer to your letter. It will be considered the first week of the coming year.

In your letter you stated that you wished to talk to our representative on the subject. Do you plan to be in the area of the property anytime in the near future? If so, we could make arrangements to meet. Normally, we do not send our field men out of Oregon. It is hoped that this proposition can be resolved by mail.

Another question I wish to ask, are you proposing that we buy all this property in the area or just the portion needed by this Administration for its substation and transmission line right of way?

A return envelope is enclosed for your convenience in replying.

Sincerely,

cc:
Official File - ELOP

Lester L. Moser
Head, Acquisition Section
Branch of Land

ELC:LLMoser:ces 12-31-69

Enclosure

December 22, 1969

U. S. Dept. of Int.
Bonneville Power Admin.
Portland, Oregon. 97208

Att: Mr. Lester L. Moser

Subj: Page property Wendson Substation

Ref: ELC Tract Nos, Wendson Substation Site Parcel B (FEE) Wendson Tap to Tahkenitch #1, P.1 Wendson Loop to Tahkenitch #2 P.1. Wendson Loop Tahkenitch #2 P. 1 Dated Dec. 16, 1969

1. We are disturbed by your above letter and the requirements that are setup. We wish to talk with your representative on the subjects of your purchase of the Page property under your lines, easements, getes and the possibility of your purchase of the Page parcel.

Yours truly,

Ray G. Page

Ray G. Page

7 Fairview Place
Millbrae, Calif. 94030

12/29/69

EL

December 16, 1969

ELC
Tract Nos. Wendson Substation
Site, Parcel B
(FEE)
Wendson Tap to Tahkenitch #1, P. 1
Wendson Loop to Tahkenitch #2, P. 1

AIRMAIL

Mr. Ray G. Page
Mrs. Barbara Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. and Mrs. Page:

The Bonneville Power Administration is acquiring the land and easement rights needed for the Wendson Substation Site. Part of the easement rights and a portion of the substation are located on your property in Section 16, Township 18 South, Range 11 West of the Willamette Meridian, Lane County, Oregon.

Enclosed for your reference is one print of our map, Serial No. 146252 DTM-D. That portion of the substation located on your property is outlined in orange, the easement area in red, and the danger tree area in green.

The premises have been inspected by a qualified appraiser who has placed a value of $2,645 on the rights to be acquired. Our Standard Option Form reciting this amount is enclosed for your consideration. We hope this transaction meets with your approval and that you will sign the original and return it to this office. The copy is for your records. If anyone else has an interest in this property, they should join you in signing this option.

Your early attention to this matter will be appreciated. A return envelope is enclosed for your convenience in replying.

cc:
Official File - ELOF

ELC:CNWait:pt 12-16-69

Sincerely,

Lester L. Moser
Head, Acquisition Section
Branch of Land

Enclosures

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Wendson Sub Parc 2 (Fa)
Wendson Tyte Tak No. 1
Wendson Loop to Tak No. 2

Date 12-10-69

NAME Ray K. Page, et ux

ADDRESS 7 Fauvin Place Millbrae, Calif

NAME

ADDRESS

LOCATION OF LAND Lane

Option not secured; Remarks

Unable to locate Mr Page at Florence he still lives in Millbrae, Cal.

Mail

Mail, case

Tentative follow-up date

H. E. Turner
LAND BUYER

Complete reverse if option secured.

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : William G. Turner

DATE: December 2, 1969

FROM : Lester L. Moser, Head
Acquisition Section, Branch of Land - ELC

SUBJECT: Wendson Substation Site, Wendson Tap to Tahkenith No. 1 and
Wendson Loop to Tahkenith No. 2
Work Order No. 134-24

Buyer's assemblies for the below-listed substation site parcels are transmitted to you for negotiation. The appropriate maps are included.

Wendson Substation Site, Page, Ray G. et ux
Parcel B (FEE)
Wendson Tap to Tahkenith No. 1,
Parcel 1
Wendson Loop to Tahkenith No. 2,
Parcel 1

Enclosures

cc:
Land Register Clerk

ELC:pt 12-02-69

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Wenfson S.S. site / Wenfson Tap to Tahkenitch No 1, p. 1 / " " " " 2 p 1

Date 9/2/69

NAME Ray G. Page Aux

ADDRESS 7 Fairview Place, Millbrae, Calif 94030

NAME

ADDRESS

LOCATION OF LAND Sec 16, T 18 S, R 11 W

Option not secured Remarks Inspected property. Called on Midway Dock Trailer Park. Owner stated "Mr. Page still lives in Calif. He also stated "Mr. Page has no interest in the Midway Dock Trailer Park. Mail case.

Mail

Corrected maps should be ready approx 9-[illegible]-69
See Clinton know

[illegible]

Fol up
9-16-69
CVW

Tentative follow-up date Mail case

Jensen
LAND BUYER

Complete reverse if option secured.

Forest W. Farr, Head
Transmission Design Section - EDT

November 26, 1968

Ivor T. Davies, Head
Substation Design Section - EDS

Louis J. Cowan
Assistant Chief, Branch of Land - ELA

Wendson Substation site

We find that the Wendson Substation site was surveyed without securing permission from the record owners of the property.

The problem that we have encountered here is that this is the third time we have had to approach the International Paper Company and apologize to them for illegal entry on their property. Acquisition of right of way and substation sites, particularly from the large timber holders, is becoming increasingly more difficult, and illegal entry on their properties does not help our relationship.

After discussing this with personnel in the Civil Engineering Unit, we feel that we must all agree as to the survey rights we secure to insure that this does not happen again. In the subject instance the Civil Engineering Unit felt that the permission to survey for the transmission line included permission to survey for the substation site. This was not the case as we mentioned only transmission lines in our request.

Some time ago we requested that a member of the Branch of Land participate in the location of all substation sites. This would enable our representative to contact the land owners and determine if locating the substation on his property would be agreeable with him. Land did not have a representative on the Wendson Substation site location team. It is our feeling that this survey problem can be minimized if a representative from this branch is in on all substation site investigations.

So that there will not be any misunderstanding of the rights we secure, permission to survey for substation sites will not be included in the permission to survey for the transmission lines unless specifically requested by the Civil Engineering Unit, and spelled out that this permission does include the right to survey for that purpose. It is hoped that these specific directions will help.

We are experimenting with a new Land Use Agreement form to be used to secure permission to survey. This form should minimize misunderstandings with the land owners.

cc:
H. Burless - EU
L. Moser - ELC
E. Johnson - ELB
K. Williams - EDTC
Official File -ELOF

ELA:LJCowan:mh 11-26-68

May 15, 1968

ELC

TR-TOW-R-5

AIR MAIL

Mr. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

Your letter of May 7, 1968, has been received, and from this letter I gather you desire to obtain fill dirt in an area you are contemplating purchasing. We cannot give you any hopes at this time. However, I can advise you that when the contract is let for the construction of our facilities in this area, and if we have a new easement on your property, you will be advised of the successful bidder for the project. You will also receive the names of our personnel connected with the project. At that time, you should contact the contractor for any fill dirt that he may have in surplus.

Sincerely yours,

Lester L. Moser
Head, Acquisition Section
Branch of Land

cc:
Official File - ELOP

ELC:LLMoser:dmh 5-15-68

MAY 9 RECD

OFFICIAL FILE COPY

5-9-68

el

May 7, 1968

Mr. Lester L. Moser
Head Acquisition Section
Branch of Land -2J-
Bonnie ville Power Administration
P.O. Box 3621
Portland, Oregon. 97208

Subj: Excess Fill from Bench Road File ELC TR-TOW-R-5

1. We have heard by the grape-vine that the changes in the road you are planning up the face of the bench will result in a considerable amount of available fill.

2. We have been considering the purchase of the property across the highway and along the river opposite the road up the bench. The property is bordered on the west by the Scott Wills property and extends east along the highway about 450 feet. To bring this property up to highway level would require about 20,000 cubic yards of fill.

3. We would be very interested in any information that you could provide on this subject.

Yours truly,

Ray D. Pere

7 Fairview Place
Millbrae, Calif. 94030

April 10, 1968

In reply refer to: ELC
TR-TOW-R-5

AIR MAIL

Mr. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

Pursuant to our previous correspondence, I am enclosing a portion of the county assessor's plat for Section 16, Township 18 South, Range 11 West, on which I have outlined your ownership in red as we interpreted. I am also enclosing a portion of an older BPA map with your property line outlined in red and the existing Bonneville Power Administration easement shaded in green.

Upon investigation, I learned that the survey for our proposed Toledo-Wendson line stopped just north of your property. However, I wish to inform you that additional study is being made in this area, and we possibly will be in touch with you later about additional land rights.

I hope that the enclosed maps will benefit you in locating your property corners, but not being an engineer, I am afraid that I am at a loss to give you additional guidance. If we can be of further service, please do not hesitate to write this office.

Sincerely yours,

Lester L. Moser
Head, Acquisition Section
Branch of Land

Enclosures

cc:
Official File - ELOF

ELC:LLMoser:dmh 4-10-68

March 28, 1968

In reply refer to: ELC
TR-TOW-R-5

AIR MAIL

Mr. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. Page:

Your letter of March 18, 1968, has been received, and I have been endeavoring to accumulate the information and data you requested.

Our surveys have been completed and the maps are now in the process of being produced. I am sure I can forward to you some information which will be useful in about a week or ten days.

I trust this will be satisfactory.

Sincerely yours,

Lester L. Moser
Head, Acquisition Section
Branch of Land

cc:
Official File - ELOP

ELC:LLMoser:dmh 3-28-68

EL

March 18, 1968

Mr. Lester L. Moser, Head Acquisition Section
Branch of Land -23-
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon. 97208

Subject: Page Property File # TR-TCW-R-5

1. We are planning on going north to our property near Cushman, Oregon (across from Midway Dock Trailer Park) during the week of May 19-25. We were wondering if your survey will be far enough along to be of assistence to us in locating the boundery line between our property and International Paper ? What we have in mind is the selection of the site for our house on the edge of the bench.

2. Any survey information that you could make available to us at this time would be greatly appreciated.

Yours truly,

Ray J. Page

7 Fairview Place
Millbrae, Calif. 94030

TRACTS: ...ndson SS Site, P. B (FEE)
Wendson Tap to Tahkenitch #1, P.1
Wendson Loop to Tahkenitch #2, P.1

OWNER - Ray G. Page etux

1. 9/27/67 - Letter rec'd from Mr. Page, owner, setting forth stipulations he desires should we acquire our rights. (Copy in file)

2. 10/12/67 - Permission to Survey secured (Copy in file)

3. 10/12/67 - Mr. Behrens met with Mr. Page. Mr. Page objected to location of Substation. He wanted it located on his property and he in turn would try to acquire other land from International Paper Co.

4. 10/19/67 - Mr. Behrens completed another "Report of Land Buyers Contact". I assume he met with Mr. Page again, however, it may only be a resume of prior meeting. This report covered only the pertinent information on the railroad grade crossing.

5. 9/2/69 - Mr. Jensen was assigned the above tracts for negotiating. Viewed area to be acquired. Called at Midway Dock Trailer Park which is East of Florence on Highway. Owner of Trailer Park stated "Mr. Page still resides in California."

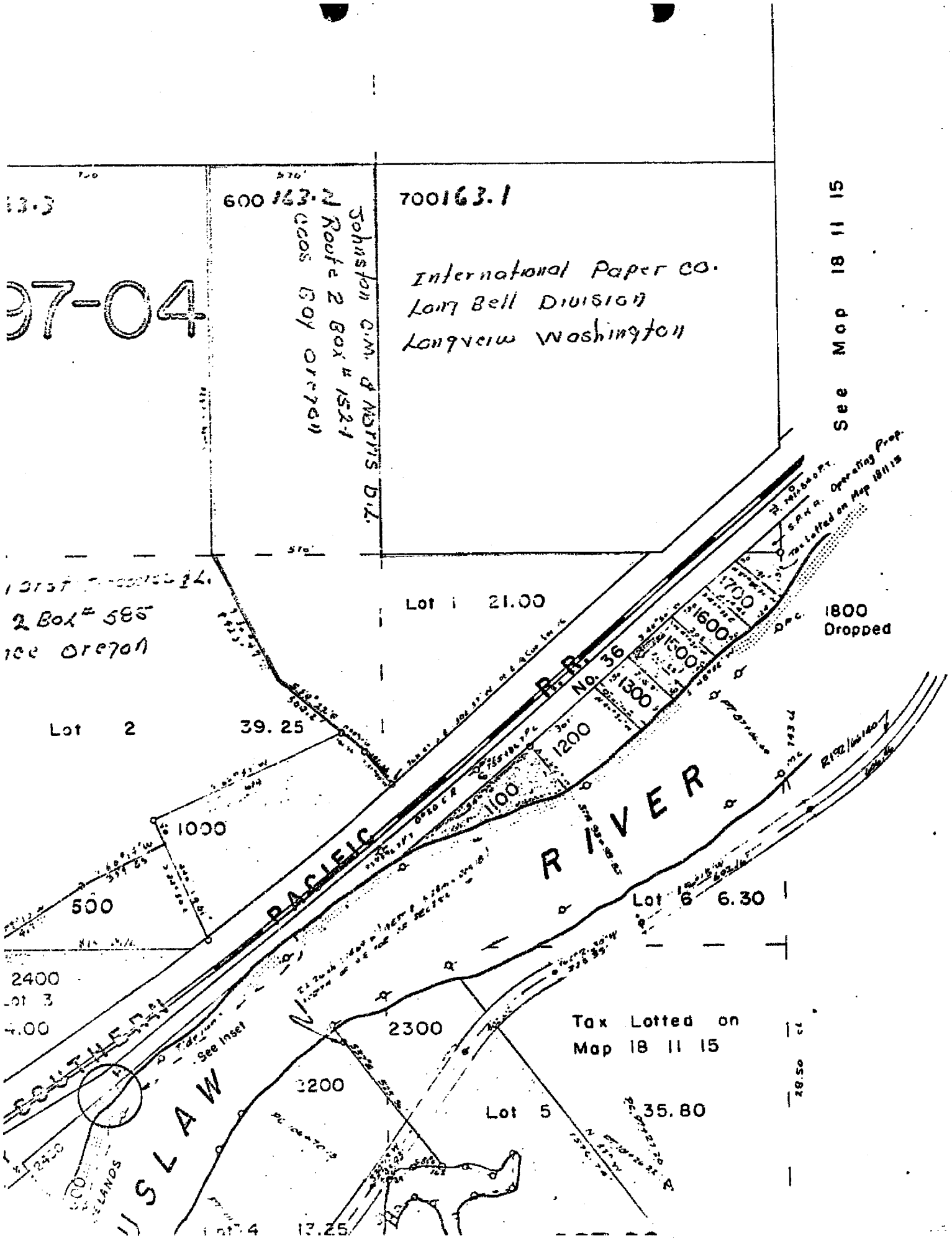
6. 12/10/69 - Mr. Turner was reassigned tracts for negotiating. He stated "Owner still lives in California. - Mail case."

7. 12/16/69 - Mr. Moser mailed letter to Mr. Page in California, forwarding map and option for approval.

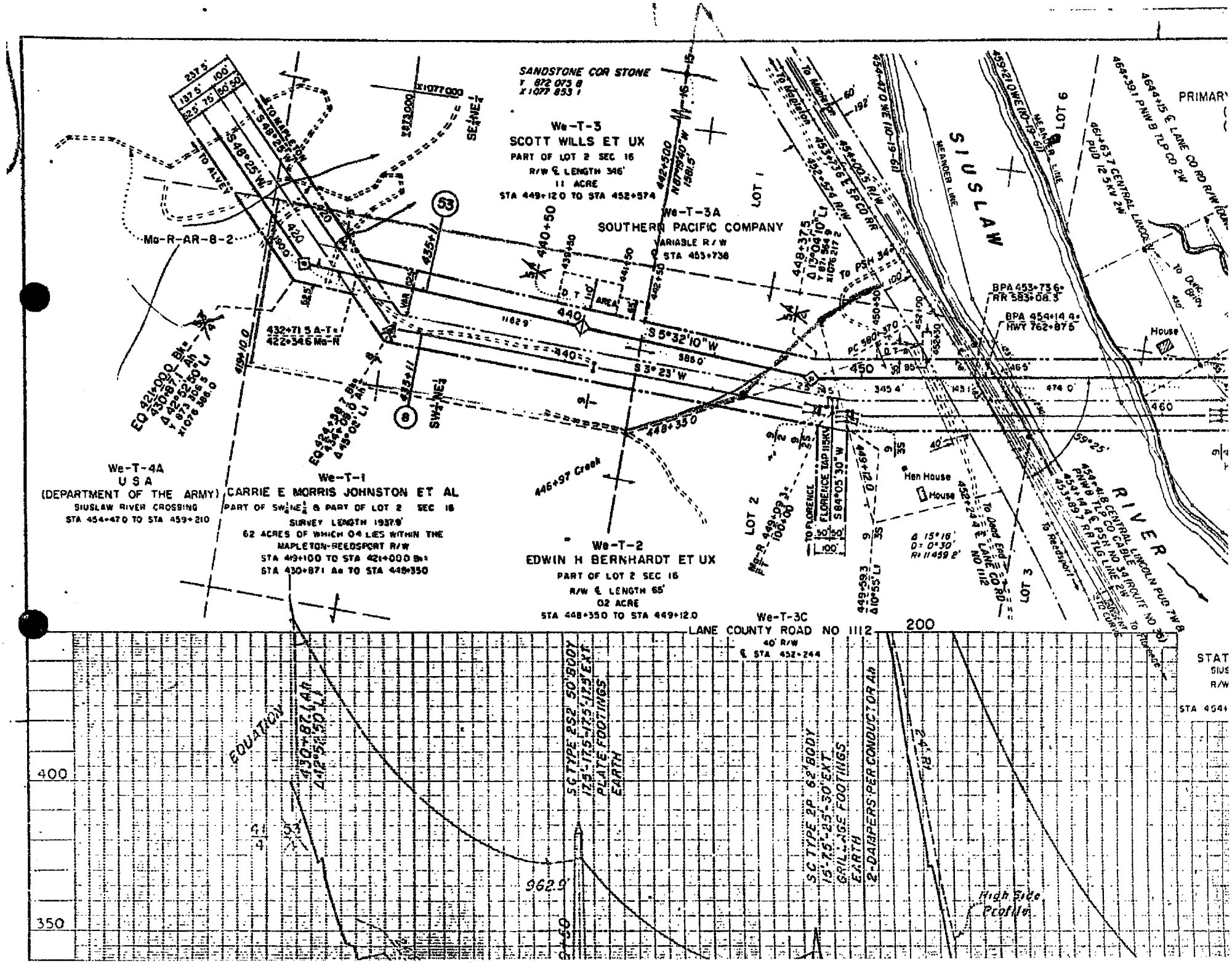
8. 12/22/69 - Reply rec'd from Mr. Page wishing to met with BPA representative.

Leo - Prior to assigning these tracts to another Negotiator, it is suggested that someone throughly checks out everything the owner requested in prior contacts and his letters.

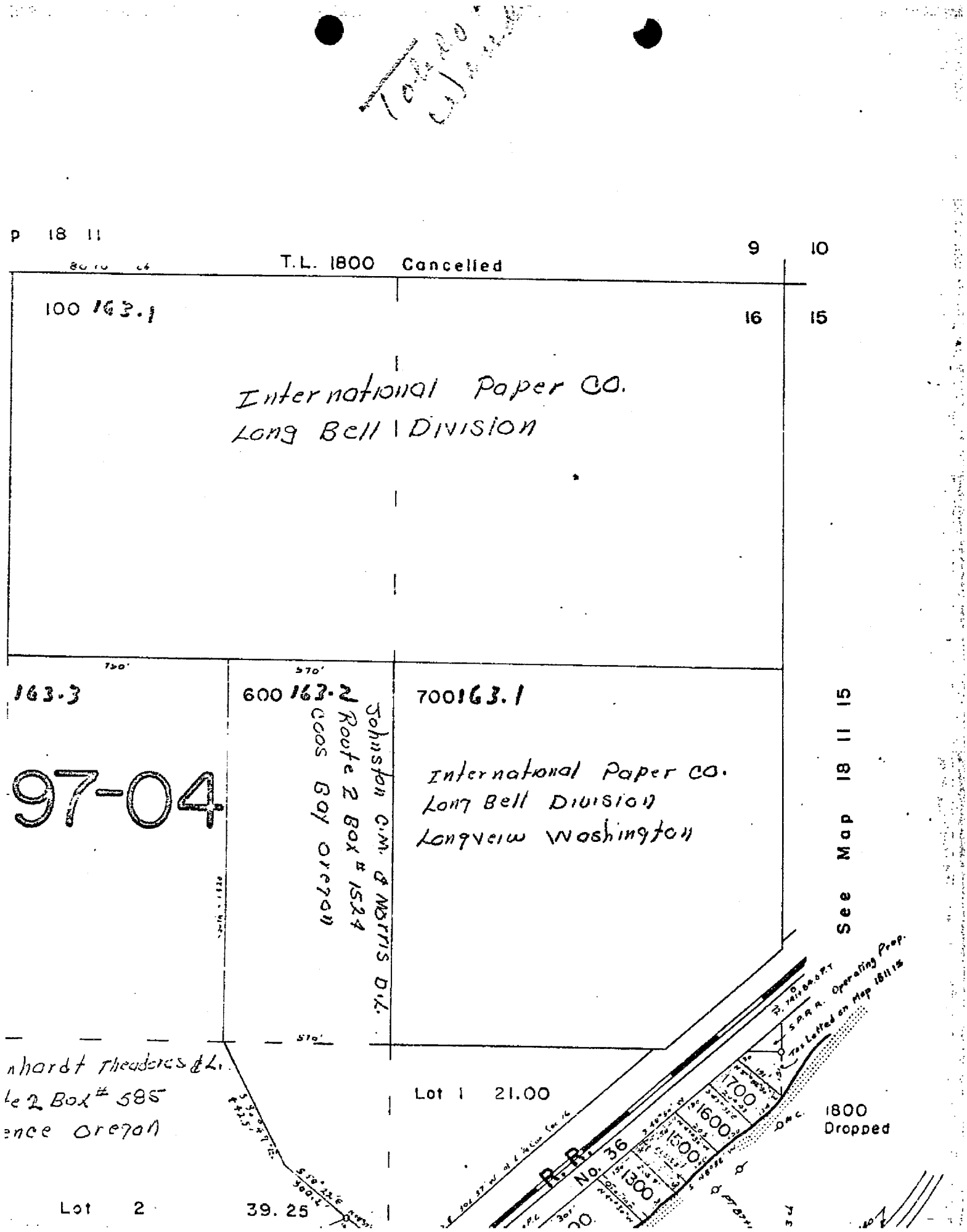
Turner
12/29/69



97-04
600 163.2
700 163.1
Johnston C.M. & Norris D.L.
Route 2 Box # 1521
Coos Bay Oregon
International Paper Co.
Long Bell Division
Longview Washington
See Map 18 11 15
2 Box # 585
Lot 1 21.00
Lot 2 39.25
1800
Dropped
1700
1600
1500
1300
1200
1100
1000
500
2400
Lot 3
PACIFIC
R.R.
No. 36
RIVER
Lot 6 6.30
2300
2200
Tax Lotted on
Map 18 11 15
Lot 5 35.80
See Inset
SLAW
Lot 4 13.25



SANDSTONE COR STONE
Y 872 075 8
X 1077 853 1
We-T-3
SCOTT WILLS ET UX
PART OF LOT 2 SEC 16
R/W ℄ LENGTH 346'
11 ACRE
STA 449+12.0 TO STA 452+57.4
We-T-3A
SOUTHERN PACIFIC COMPANY
VARIABLE R/W
STA 453+73.6
We-T-4A
U S A
(DEPARTMENT OF THE ARMY)
SIUSLAW RIVER CROSSING
STA 454+47.0 TO STA 459+21.0
We-T-1
CARRIE E MORRIS JOHNSTON ET AL
PART OF SW¼NE¼ & PART OF LOT 2 SEC 16
SURVEY LENGTH 1937.9'
62 ACRES OF WHICH 0.4 LIES WITHIN THE
MAPLETON-REEDSPORT R/W
STA 419+10.0 TO STA 421+00.0 Bk
STA 430+87.1 Ah TO STA 448+35.0
We-T-2
EDWIN H BERNHARDT ET UX
PART OF LOT 2 SEC 16
R/W ℄ LENGTH 65'
0.2 ACRE
STA 448+35.0 TO STA 449+12.0
We-T-3C
LANE COUNTY ROAD NO 1112
40' R/W
℄ STA 452+24.4
SIUSLAW
RIVER
MEANDER LINE
LOT 1
LOT 2
LOT 3
LOT 6
PRIMARY
Ma-R-AR-8-2
TO ALVEY
TO MAPLETON
TO PSH 34
TO FLORENCE
FLORENCE TAP 115KV
S 5°32'10" W
S 3°23' W
S 48°25' W
S 84°05'30" W
BPA 453+73.6
RR 583+08.3
BPA 454+14.4
HWY 762+87.5
House
Hen House
To Reedsport
To Dead End
To Florence
EQUATION
430+87.1 Ah
Δ 42°52'50" Lt
SC TYPE 2S2 50' BODY
17.5'-17.5'-17.5' EXT
PLATE FOOTINGS
EARTH
SC TYPE 2P 62' BODY
15'-7.5'-25'-30' EXT
GRILLAGE FOOTINGS
EARTH
2-DAMPERS PER CONDUCTOR Ah
24' R1
962.9'
High Side Profile
400
350
200


p 18 11
T.L. 1800 Cancelled
9
10
100 163.1
16
15
International Paper CO.
Long Bell Division
163.3
600 163.2
700 163.1
97-04
Johnston C.M. & Morris D.L.
Route 2 Box # 1524
Coos Bay Oregon
International Paper CO.
Long Bell Division
Longview Washington
See Map 18 11 15
nhardt Theodores & L.
te 2 Box # 585
ence Oregon
Lot 1 21.00
1800
Dropped
Lot 2 39.25
R.R.
No. 36
1700
1600
1500
1300
S.P.R.R. Operating Prop.
Tax Letted on Map 18 11 15

ITEM NOS.	ORG	ACCT	W. ORDER	OBJCL	AMOUNT		REQUISITION NOS.	REQ SUPP NO.
	35	1173	134-24	25	$100.00			

ISSUING OFFICE

ORDER FOR SUPPLIES OR SERVICES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. Box 3621
PORTLAND, OREGON 97208

14 X 0328 CONSTRUCTION OPERATION & MAINTENANCE BONNEVILLE POWER ADMIN.

MARK ALL PACKAGES AND PAPERS WITH ORDER AND/OR CONTRACT NUMBERS

PAGE 1 OF

DATE OF ORDER	CONTRACT NO. (If any)	ORDER NO.
July 28, 1969	14-03-9095A	9095A-10

CONTRACTOR (Name and address, including ZIP code)

TO→ Title Abstract Company of Eugene
845 East Park Street
Eugene, Oregon 97401

SHIP TO (Consignee and address, including ZIP code)

Head, Title Section, BPA
P. O. Box 3621
Portland, Oregon 97208

VIA

TYPE OF ORDER

PURCHASE ☐ — REFERENCE YOUR ____ PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS ORDER AND ON THE ATTACHED SHEETS IF ANY, INCLUDING DELIVERY AS INDICATED. THIS PURCHASE IS NEGOTIATED UNDER AUTHORITY OF ____

DELIVERY ☐ — EXCEPT FOR THE BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS SUBJECT TO INSTRUCTIONS CONTAINED ON THIS SIDE ONLY OF THIS FORM AND IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE NUMBERED CONTRACT.

F.O.B. POINT	GOVERNMENT B. L. NO.	DELIVERY TO F.O.B. POINT ON OR BEFORE	DISCOUNT TERMS
Portland, Oregon		20 days	Net

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	Please furnish preliminary title policies in duplicate, on approved forms, covering the tracts and access roads listed on the attached sheet and as indicated on the enclosed map numbered 146252 for our Wendson Substation Site area in Lane County, Oregon.				
	Title Policies:	4	dup.	$25.00	$100.00
	Liability: $1,000.00 each				
	Do not furnish preliminary title policies for land owned by the Federal Government.				
	One invoice (in duplicate) covering all policies mailed at one time is preferred. Invoice must show purchase order number and tract number.				
	Please show tract number on title policies.				

TOTAL → $100.00

BY (Signature) /s/

NAME (Typed) Max L. McMillin
TITLE: CONTRACTING/ORDERING OFFICER — Head, Title Section

CHECK ONE ☐ SMALL BUSINESS ☐ OTHER

CONTROL ☐ EXPED ☐ D.A. SEC

R.R. RESP

FOR GOV'T USE ONLY

DATE REC	VIA
NO. PIECES	LOCATION
WT	FOR

Items rec'd as indicated; RECEIVING OFFICER ____ DATE ____

Items comply with specs. INSPECTOR ____ DATE ____

R.R.

Wendson Substation Site and
Entrance Road
Lane County, Oregon

Purchase Order No. 9095-A-10
Date: July 28, 1969

1. Tract No.: Wendson Substation, North Corridor;
Wendson Substation Site, Parcel A
Wendson Substation Entrance Road, Parcel 1
Apparent Record Owner: International Paper Co.

Description: Part of the $SE\frac{1}{4}NE\frac{1}{4}$ of Section 16, Township 18 South, Range 11 West, WM.

$25.00

2. Tract No.: Wendson Loop to Tahkenitch No. 2-2
Apparent Record Owner: Theodore Bernhardt et ux

Description: Part of Lot 2 of Section 16, Township 18 South, Range 11 West, WM.

$25.00

3. Tract No. Wendson Substation Site, Parcel B
Wendson Tap to Tahkenitch No. 1-1
Wendson Loop to Tahkenitch No. 2-1
Apparent Record Owner: Ray G. Page et ux

Description: Part of $SW\frac{1}{4}NE\frac{1}{4}$, Part of Lot 1, Part of Lot 2 all in Section 16, Township 18 South, Range 11 West, WM.

$25.00

4. Tract No.: Wendson Substation Entrance Road, Parcel 2
Appparent Record Owner: State of Oregon (State Highway Commission)

Description: Part of $SW\frac{1}{4}NW\frac{1}{4}$ of Section 15, Township 18 South, Range 11 West, WM.

$25.00

Wenson Substation 10-2/67

Discussed the proposed location of Wendson Substation with Paul Gjelde.

The sub has to be located in approximately the area shown dotted on the attached plat submitted by property owner, Mr. Page.

The other areas studied were found to be too steep, unstable, no access, or more impact on other residents with corridors and future lines.

The area shown dotted is moved northeast as much as possible allowing Mr. Page a 400 foot front to his property.

This site consideration will enhance Mr. Page's position in that the road will be considerably improved from the point it leaves Highway 36, cross the tracks, up hill and to the substation proper. Mr. Page can then improve the road from this point onto his property.

Someone should meet with Mr. and Mrs. Page on the propert, between October 12, and 25th.

Vic

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. TOW-R-5 Date 10-12-67

NAME Ray G. Page et-ux

ADDRESS 7 Fairview Place, Millbrae, California 94030

NAME

ADDRESS

LOCATION OF LAND Land County, Oregon.

~~Option~~ secured Remarks

Discussed the proposed sub-station location with Ray G. Page, owner. He objects to this location, as claims it will be located so close to his building site that the noise from equipment will disturb them, so wants BPA to use the site which I have marked in blue dotted lines. Said he will then try to acquire the area from International Paper Co., which I have marked in blue and # 1. This, he said, will put him far enough away from the sub-station so that will receive none or very little interference from machinery noises. I advised Mr. Page that I would submitt his request to our office for consideration.

Mr. Page stated that he is agreeable to BPA using the proposed access road, as realizes the improved road will greatly benefit him. Mr. Page mentioned in connection with crossing the RR tracks off hyw. 136, that he is working out a deal with the RR Co., whereby, they will install a crossing and he will reimburse them. However, he mentioned that the crossing grade may be too steep and not wide enough for our heavy equipment, therefore, would like to hear from our design engineer before closing any deal with the RR Co. He he also working out an easement agreement with International Paper Co. for use of their portion of the road.

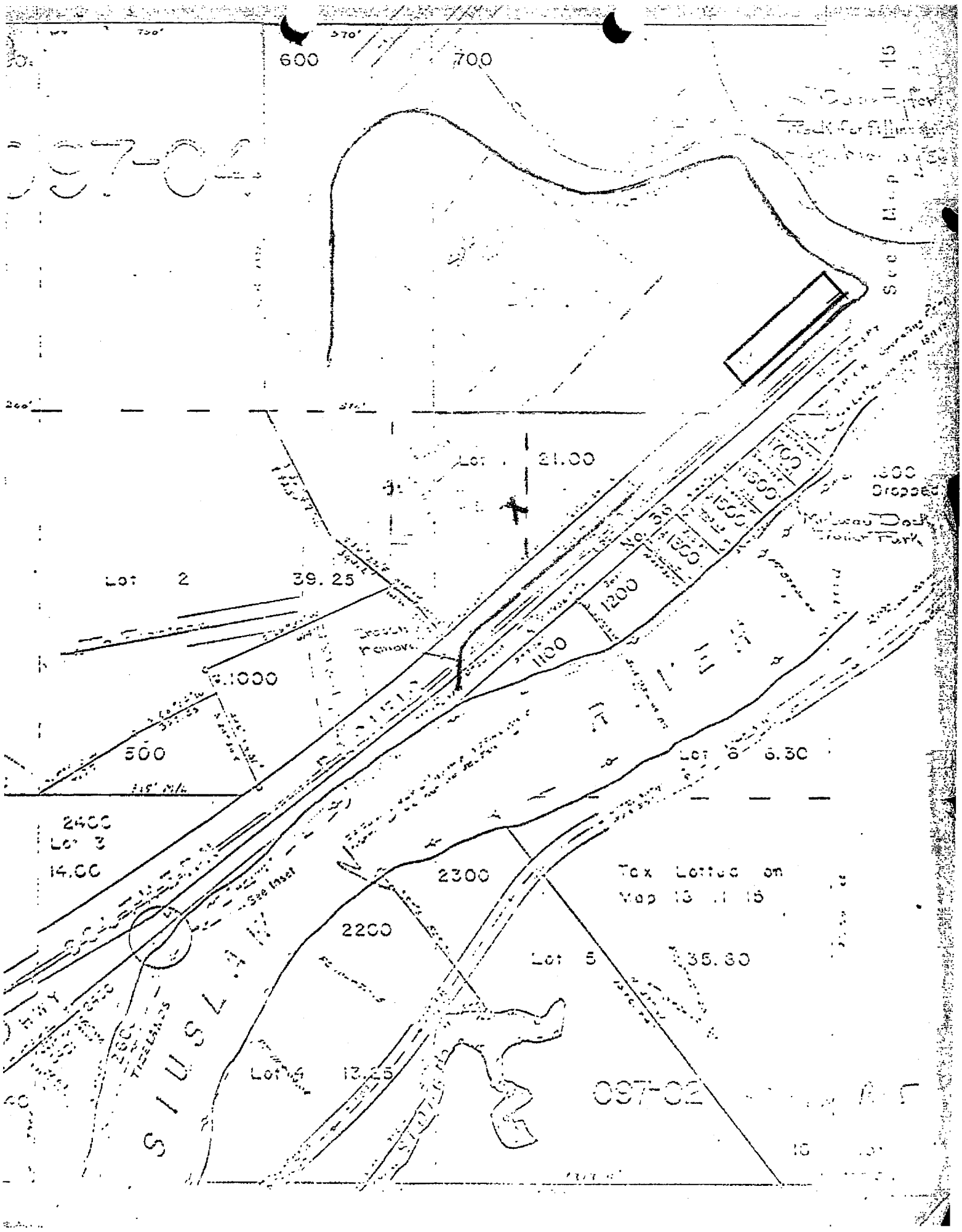
Mr. Page is an electrical engineer with the Navy Department, and said he is planning on retiring in the near future. He also has an interest in the Midway Dock Trailer Park.

Bill Lawton, part owner of the Midway Dock Trailer Park called my attention to the fact that there is a 2 inch plastic water pipe in the creek, which I have marked in the plat in green and # 3. This pipe furnishes water for domestic use at the Midway Dock. I advised Mr. Lawton that a report would be made on this pipe location so that protective measures would be taken.

Tentative follow-up date _____

R. E. Isenhower
LAND BUYER

Complete reverse if option secured.



600
700
Lot 1
21.00
Lot 2
39.25
1000
500
2400
Lot 3
14.00
1100
1200
1300
1500
1700
Dropped
Lot 6
6.30
2300
2200
Tax Lotted on
Map 13 11 15
Lot 5
35.30
Lot 4
13.25
097-02
SIUSLAW

September 22, 1967

TR-TOW-R-5

AIR MAIL

Mr. and Mrs. Ray G. Page
7 Fairview Place
Millbrae, California 94030

Dear Mr. and Mrs. Page:

The Bonneville Power Administration is now working on the survey and design for a transmission line between Toledo, Oregon, and the Siuslaw River east of Florence, Oregon. The records show that you are the owner of property in Section 16, Township 18 South, Range 11 West, W.M., Lane County, Oregon.

The proposed route of the Toledo-Wendson transmission line will enter the property from the north and the Wendson Substation will be situated within the southerly portion of your property. We would like your permission to enter the above described property to survey for this line and substation site. After completion of the survey, we will contact you regarding a right of way easement and the purchase of land for the substation site.

Please indicate your permission to make the survey on your land by signing the statement below and returning one copy of this letter. Your cooperation will be appreciated.

Sincerely yours,

Lester L. Moser
Head, Acquisition Section
Branch of Land

Permission to survey across the above-described property is hereby granted.

Oct 18, 1967
(Date)

Ray G Page

Enclosure: Return Envelope

cc: OF

OVBerglund:dmh 9-22-67

R-5

Sept. 27, 1967

Mr. Lester L. Moser, Head, Acquisition
Branch of Land -23- Section
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208

Subj: Authorization for survey

Ref: (a) Your ltr. TR-TOW-R-5 of Sept. 22, 1967

Encl:(1) Sketch of the Page property, easement, & possible house location

1. Your reference (a) has come as a bit of a surprise. We are planning on making this property into our retirement home and are not particularly interested in the sale of this property.

2. At the present time we are working on an easement over the old road indicated in red on enclosure (1). About 100 yards of the road has been cleared and estimates have been obtained on additional work. The cost varies from $2500 to $5000 depending upon how much we do ourselves.

3. The 17 acres under the power lines are to be cleared of stumps and brush, and planted in pasture.

4. On the creek under the power lines north of the present substation I want to build an earth fill dam to be used as a fish and fire pond, and provide an emergency road-way across the ravine.

5. A view home is to be built on the edge of the bench approximately at the point marked with a red X on enclosure (1).

6. Provided there are no conflicts between what you want to do, and we want to do, we can see no objections at this time to your making the survey. Should you decide to cross or use a portion of our property some trade can be worked out.

7. We will be in Florence from October 12 to 25 working on this property. Should you wish to contact us this can be done by contacting Bill & Vi Lawton the owners of Midway Dock Trailer Park. tel: 997-3031 Florence

Holiday Harbor

Yours truly,

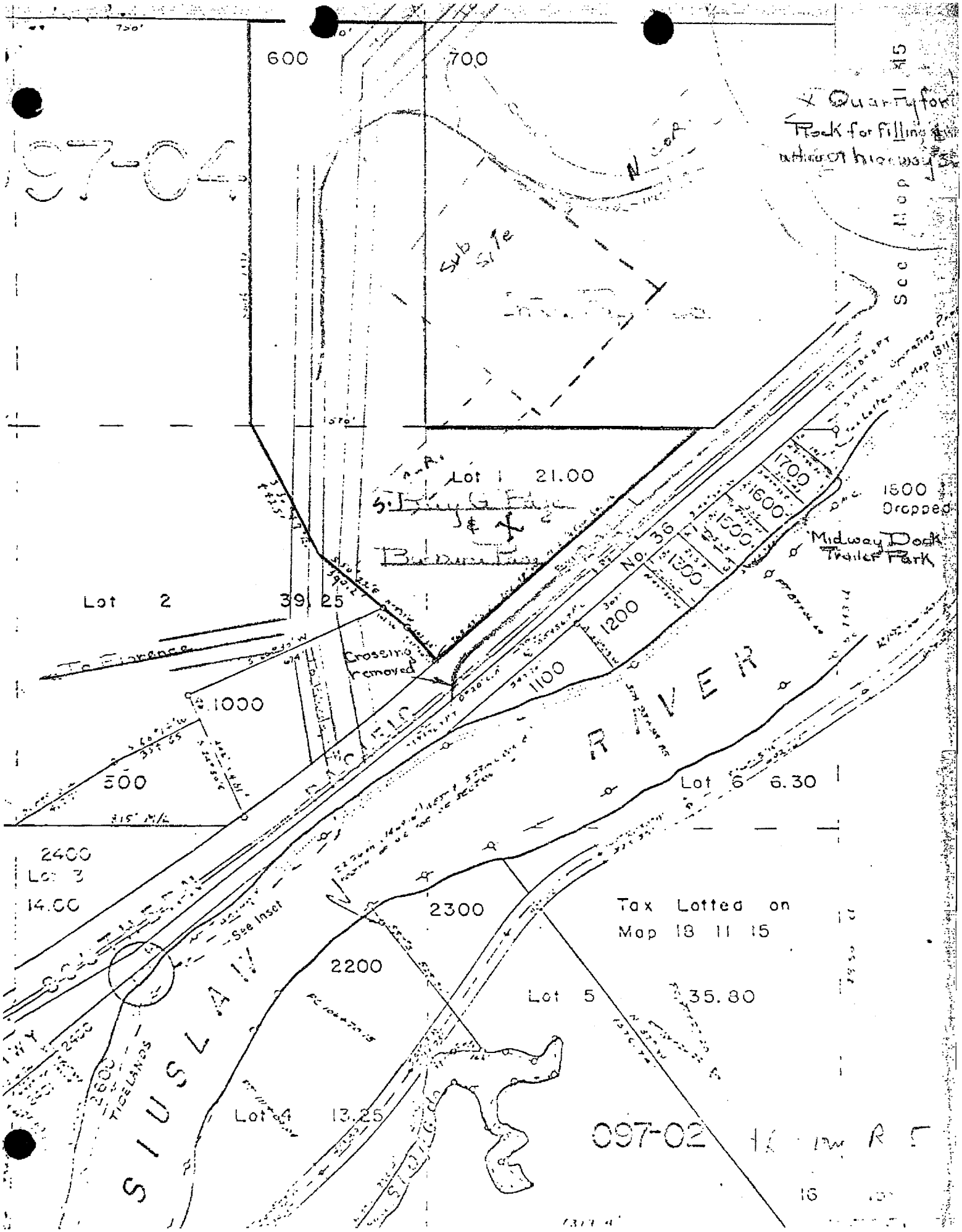
Ray G. Page

Ray G. Page

7 Fairview Place
Millbrae, Calif. 94030

1 copy to R. Spilde
3 Oct 67
7/29/7

TF TW-R-5



600
700
Quarry for Rock for filling & widening of Highway 36
See Map 11 15
Sub Site
Lot 1 21.00
1700
1600
1500
1300
1200
1100
1000
1500 Dropped
Midway Dock Trailer Park
No. 36
Lot 2 39.25
To Florence
Crossing removed
RIVER
Lot 6 6.30
2400
Lot 3
14.00
See Inset
2300
Tax Lotted on Map 18 11 15
2200
Lot 5 35.80
SIUSLAW
2600 TIDELANDS
Lot 4 13.25
097-02
16

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. _____ Date October 19, 1967

NAME Ray C. Page

ADDRESS

NAME

ADDRESS

LOCATION OF LAND

Option not secured: Remarks

I had previously contacted Mr. Page, securing a permit to survey on October 11, 1967. At this time Mr. Page mentioned that he was working out a deal with the Railroad Co., whereby, they were to construct a grade crossing and would reimburse the Co. However, Mr. Page was afraid that the crossing wouldn't be strong enough to carry the heavy loads required by BPA, also that the grade would be too steep on the crossing, so wants to know what the BPA plans are for such a crossing. I advised Mr. Page that I would turn in a report to our Portland office and he would be advised.

I told Mr. Page that I was instructed to advise him that BPA would construct the crossing, providing the sub-station site was approved, however, until the survey is completed and the engineers make a decision won't know. Mr. Page stated that he would hold off on his dealings with the Railroad Co. and will apporeciate being informed as soon as a determination is made.

Tentative follow-up date _____

T. L. E. Richmond
LAND BUYER

Complete reverse if option secured.

TR-YDW-R-5

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

CERT ATE OF INSPECTION AND SSESSION

Tract No. Wendson Substation Site, Parcel B (Fee)

I, the undersigned, state and certify:

1. That on the 10th day of December, 19 69, I ~~made diligent inquiry of the~~ and conducted a personal examination of that certain tract of land situated in the County of Lane, State of Oregon designated as Tract No. as above, Bonneville Power Administration, containing 29.25 acres, ~~xxxx~~ which ~~xxxxxxxxxx~~ is being acquired by the United States of America for the use of the Bonneville Power Administration.

2. That I found no evidence of any labor having been performed or of any material having been furnished, placed, or used thereon, within the past six months in connection with the making of any repairs or improvements, except as follows: Survey stakes of the Bonneville Power Administration's Wendson Substation Site, Parcel B. ~~xxxxxxxxxxxxxxxxx~~

3. That the following are the only persons, firms, or corporations found to be in possession of said premises or any part thereof:

Owner in possession - resides elsewhere.

4. That Ray G. Page and Barbara Page, husband and wife,

whose address is 7 Fairview Place, Millbrae, California

are reputed to be the owner of said land:

5. I further certify that, to the best of my knowledge and belief, based upon actual and diligent inquiry made, and from a physical inspection of the premises, except as disclosed and evidenced by the public records, there are no vested or accrued water rights for mining, agricultural, manufacturing or other purposes; that there are no ditches or canals constructed by or being used under authority of the United States; that there is no development nor are there any operations for the development of coal, oil, gas, or other minerals on said land; that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in the patent or patents heretofore issued by the United States of America for the land.

6. I further certify and state that, to the best of my knowledge and belief, there is outstanding no right whatsoever in anyone to the possession of a right, title, lien, or estate in or to said premises, except such as are disclosed and evidenced by the public records or by this certificate.

Dated at Portland, Oregon
this 23rd day of March, 1970.

J. G. Turner

TITLE: Realty Specialist
BONNEVILLE POWER ADMINISTRATION
Portland, Oregon

BPA 342
Rev. 6-23-52

BONNEVILLE POWER ADMINISTRATION

REPORT OF LAND BUYER TO TITLE SECTION ON INFORMATION FURNISHED BY OWNERS

TRACT NO. Wendson Substation Site, Parcel B (fee)

1. Is Seller single or married? Married

2. Spouse's name? Barbara

3. (If property is in Washington or Idaho.) Were Seller and present spouse married at time of acquiring property, and have they remained married to each other at all times since? Yes

4. (In Washington or Idaho) Is this community property? No

5. Is property occupied, by owner, or tenant? Owner

6. Term of tenancy:

7. Is property being sold under contract, and if so, who is the purchaser?

None

8. List rights-of-way or easements crossing our survey, i.e., roads, power lines, telephone lines, irrigation ditches, etc., and owner if not owned by the owner of the fee.

Per title

9. Remarks: (Other information of value to Title Section.)

NOTE: Give addresses of all persons concerned where address does not otherwise appear in the file.

March 12, 1970

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

Wendson Substation Site,
Parcel B (Fee)

Dear Sir:

We, the owner(s) of the following-described land, for ourselves, our heirs, executors and administrators hereby offer to convey to the United States of America the unencumbered fee title to the following-described tract of land * consisting of approximately 29.25 acres, for the sum of Six Thousand & No/100 dollars ($6,000.00).

* as described on Schedule "A" attached hereto and by this reference made a part hereof.

It is hereby agreed that the United States of America will be granted the right of immediate possession and occupancy of the above-described tract of land for the purpose of clearing the timber and brush and for construction purposes upon written notification by the Administrator to us at the above address of his approval of the consideration set forth above. It is understood that care will be exercised by the Government, or its agents, in entering upon the tract of land with regard to the protection of the adjoining land, fences for stock, crops and all structures.

The abstract or certificate of title required in this transaction will be furnished by the Government at its expense. The owner(s) agree(s) to satisfy all taxes or encumbrances which are liens against the land being conveyed and agree(s) that if we should fail to do so the United States may satisfy the liens and deduct the amount from the consideration stated above. The owner(s) agree(s) to obtain and record such other evidences of title as may be required by the United States, and to pay the stamp tax incidental to the conveyance of title.

If, notwithstanding the prior acceptance of this offer, it is determined to be to the best interests of the United States to acquire immediate title and possession of this property through condemnation proceedings, the owner(s) agree(s to cooperate with the United States in the prosecution of such proceedings, and the consideration hereinabove set forth shall be the basis of a settlement of said proceedings as the same apply to said land, and the owner(s) thereby agree(s) that this offer may be filed in such judicial proceedings as final and binding evidence of the true value of said land in such proceedings.

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 therefrom unless it be made with a corporation for its general benefit.

Accepted:

[illegible] 1976, 19__

[illegible]
Bonneville Power Administration.

Ray G Page
Barbara Page

BPA COPY

BPA 341
Rev. Sept. 1966

Wendson Substation Site,
Parcel B

Schedule "A"

A parcel of land in Section 16, T. 18 S., R. 11 W., W.M., Lane County, Oregon, containing 29.25 acres, more or less, and described as follows:

"Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East 1/4 corner of said Section 16; thence South 36° 47' East 442.5 feet; thence South 50° 22' East 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills, and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Recorder's Reception No. 08204, Lane County Oregon Deed Records; thence South 48° 57' East 102.56 feet; thence South 37° 50' East 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence West along said South line to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 1320 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence West 570 feet to a point North of the place of beginning; thence South 1320 feet to the place of beginning, in Lane County, Oregon."

Subject to easements of record.

Wendson Substation Site,
Parcel B

BPA 420-B
2-14-57
(C/T)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
OPTION FOR ELECTRIC TRANSMISSION LINE EASEMENT

TRACT NO. Wendson Substation Site, Parcel B (FEE) Wendson Tap to Tahkenitch #1, Parcel 1 Wendson Loop to Tahkenitch #2, Parcel 1

The undersigned (hereinafter called "the undersigned," whether one or more than one),
Ray C. Page and Barbara Page, husband and wife,

for and in consideration of the payment of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the sum of
Dollars ($), a perpetual easement and right of way, as now surveyed and staked in, over, upon and across that certain tract of land located as described on Schedules "A", Wendson Tap to Tahkenitch #1, Parcel 1, and "B", Wendson Loop to Tahkenitch #2, Parcel 1, attached hereto and by this reference made a part hereof.

Also, the unencumbered fee title to Wendson Substation Site, Parcel B, as described on Schedule "C" attached hereto and by this reference made a part hereof.

County of Lane , State of Oregon ,

, together with the present and future right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the undersigned, adjacent to the above-described right of way, which could fall within 1/ (See reverse) of the centerline or centerlines of the electric transmission facilities hereinafter described; provided, however, it is understood and agreed that (1) compensation for trees or snags within strips of land 2/ (See reverse.)

and contiguous to said right of way that (a) are danger trees at the date of exercise of this option (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future danger trees"), is included in the purchase price herein agreed upon; and (2) the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within a period of 3 years after all present danger trees have been cut from the strip adjacent to such additional danger trees, and the Government shall pay the person who is the owner thereof at the date of their cutting (in addition to the purchase price herein agreed to) the market value of such additional danger trees prevailing at the date of their cutting under authority of the Government, such payment to be made within a reasonable period of time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

If the Administrator shall elect to exercise this option and unless otherwise specified herein, (1) title to all brush, timber, or structures existing upon the right of way at the date of exercise of this option and to all present danger trees shall vest immediately in the Government at said date; (2) all future danger trees cut pursuant to the terms hereof shall remain the property of the owner thereof on the date of their cutting, and (3) title to any additional danger trees shall vest in the Government upon their being cut pursuant to the terms hereof.

It is understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of any of said easements and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the Government as provided hereinabove.

This option shall continue in force for a period of six (6) months from the date hereof, and at any time within said period the Administrator shall have the right to exercise said option by giving the undersigned written notice of his determination so to do, such notice to be delivered to the undersigned either in person or by United States mail to the address (or addresses) given above, at any time within said period or at any time after having exercised this option, the Administrator, his representatives, agents, assigns, or contractors, may enter upon the land of the undersigned for the purposes of exercising any of the rights above-described, it being understood that in the event any of such rights are exercised prior to written acceptance of this option the Administration shall be deemed to have thereby finally exercised this option; PROVIDED, HOWEVER, that the Administrator, his representatives, agents, assigns or contractors, may enter upon the land of the undersigned without being deemed to have exercised this option.

The Government shall have the right, in connection with the maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

This option shall be binding upon the undersigned, and heirs, successors and assigns hereof, and upon the Government and its assigns and the easement rights may be exercised by the Government or its assigns through their respective employees, agents or contractors.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above-described easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easement and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement and danger tree rights, if any.

The rights to be acquired by the Government shall include all necessary and convenient access over, along and across existing roads on premises owned by the undersigned within existing Bonneville Power Administration's easements.

No verbal agreements, express or implied, not specifically made a part of this option shall be binding upon either party.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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 therefrom, unless made with a corporation for its general benefit.

Dated this _____ day of _____, 195____.

WITNESSES:

_____ _____

_____ _____

_____ _____

PAYMENT APPROVED: $_____ _____

_____ _____

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

1/ 30 feet, Wendson Tap to Tahkenitch #1, Parcel 1
40 feet, Wendson Loop to Tahkenitch #2, Parcel 1

2/ DANGER TREE STRIPS:

Width in Feet	Side of R/W	From	To
Wendson Tap to Tahkenitch #1, Parcel 1			
50	Southeasterly and Southerly	Across tract.	
Wendson Loop to Tahkenitch #2, Parcel 1			
50	Southeasterly	Across tract.	
50	Northwesterly	Across tract.	

Wendson Tap to Tahkenitch
No. 1, Parcel No. 1 Schedule "A"

A right of way 100 feet wide lying within the following-described tract of land:

"Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East 1/4 corner of said Section 16; thence South 36° 47' East 442.5 feet; thence South 50° 22' East 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills, and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Recorder's Reception No. 08204, Lane County Oregon Deed Records; thence South 48° 57' East 102.56 feet; thence South 37° 50' East 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence West along said South line to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 1320 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence West 570 feet along the East-West centerline of said Section 16; thence South 1320 feet to the place of beginning, in Lane County, Oregon."

The boundaries of the 100-foot right of way are located 50 feet on each side of the survey line of the Bonneville Power Administration Wendson Tap to Lane-Tahkenitch No. 1 transmission line. The survey line is described as follows:

Beginning in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, at survey station 101+05.0, which is S70°27'50"E 221 feet from a point which is N66°43'50"W 1148.6 feet from the west quarter section corner of Section 16. The corner is referenced by a sandstone. Thence S19°32'10"W 328.8 feet to 104+33.8 back = 103+17.6 ahead. Thence N87°20'50"W 768.8 feet to a point in Government Lot 2 of Section 16 at 110+86.4 which is N36°29'20"W 1728.1 feet from the west quarter section corner of Section 16.

The 100-foot right of way is shown on drawing 146252, dated October 24, 1968, rev. Sheet 3, dated September 9, 1969, of the Bonneville Power Administration Wendson Substation Site and Entrance Road. The bearings of the survey line refer to the Oregon Coordinate System-South Zone.

Wendson Loop to Tahkenitch Schedule "B"
No. 2

That portion of a strip of land 125 feet in width which lies within the following-described property:

> "Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East quarter corner of said Section 16; thence S. 36°47' E. 442.5 feet; thence S. 50°22' E. 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Clerk's File No. 08204, Lane County Oregon Deed Records; thence S. 48°57' E. 102.56 feet; thence S 37°50' E 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line of the Southwest corner of said SE¼NE¼ of said Section 16; thence West along said South line to the Southwest corner of said SE¼NE¼ thence North 1320 feet to the Northwest corner of said SE¼NE¼; thence West 570 feet along the East-West centerline of said Section 16; thence South 1320 feet to the place of beginning, in Lane County, Oregon."

The boundaries of said 125-foot strip of land lies 62.5 feet from, on each side of, and parallel with the survey line of the United States of America for its Bonneville Power Administration's Wendson Loop to Lane Tahkenitch No. 2 transmission line, said survey line being described as follows:

> Beginning at a point which is N70°27'50"W 164.0 feet from a point which is N66°43'50"W 1148.6 feet from the east quarter section corner of Section 16, Township 18 South, Range 11 West, Willamette Meridian; thence S19°32'10"W 370.0 feet to survey station 104+10.0; thence S24°16'00"W 735.8 feet to a point which is S72°39'50"W 1713.8 feet from the east quarter section corner of said Section 16, which ending point is designated as survey station 111+45.8.

The bearings refer to the Oregon Coordinate System-South Zone.

MAR 1970

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site

PARCEL NO. B

WORK ORDER 134-24

TO: BRANCH OF LAND

FROM: BRANCH OF TRANSMISSION DESIGN

DATE MAR 5 1970

The acquisition of appropriate land rights as described below is hereby requested.

OWNER

Ray G. Page et ux

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated October 24, 1968, revision 6 of the "Wendson Substation Site and Entrance Road".

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE

RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	29.3 ~~26.25~~ RRW	

PURPOSE: Land for the Wendson Substation Site.

REMARKS This request cancels and supersedes requests dated August 15, 1969, for Wendson Substation Site, Parcel B, dated November 18, 1969, for Wendson Tap to Tahkenitch No. 1, Parcel 1, and November 21, 1969, for Wendson Loop to Tahkenitch No. 2, Parcel 1 in accordance with Memorandum dated January 28, 1970, from Lester L. Moser to Kirk Williams.

Prepared by: RRoper-Witt:bw

Verified by: 2/5/70

Checked by:

CHIEF, BRANCH OF TRANSMISSION DESIGN

BPA 390 Rev. Mar. 1969

INTERIOR - BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

Wendson Substation Site,
Parcel B

A parcel of land in Section 16, T. 18 S., R. 11 W., W.M., Lane County, Oregon, containing 29.25 acres, more or less, and described as follows:

> "Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East 1/4 corner of said Section 16; thence South 36° 47' East 442.5 feet; thence South 50° 22' East 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills, and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Recorder's Reception No. 08204, Lane County Oregon Deed Records; thence South 48° 57' East 102.56 feet; thence South 37° 50' East 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence West along said South line to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 1320 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence West 570 feet to a point North of the place of beginning; thence South 1320 feet to the place of beginning, in Lane County, Oregon."

Subject to easements of record.

Wendson Substation Site,
Parcel B

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site

PARCEL NO. B

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE FEB 18 1970

The acquisition of appropriate land rights as described below is hereby requested.

OWNER

Ray G. Page et ux

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 dated October 24, 1968, revision 6, of the "Wendson Substation Site and Entrance Road."

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE
RIGHT OF WAY WIDTH	**ACRES**	**NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY**
	26.25	

PURPOSE: Land for the Wendson Substation Site and Corridors.

REMARKS This request cancels and supersedes requests dated August 15, 1969, for Wendson Substation Site, Parcel B, dated November 18, 1969, for Wendson Tap to Tahkenitch No. 1, Parcel 1, and November 21, 1969, for Wendson Loop to Tahkenitch No. 2, Parcel 1, in accordance with Memorandum dated January 28, 1970, from Lester L. Moser to Kirk Williams.

VOID

SUPERSEDED BY REVISED REQUEST DATED 3-5-70

Prepared by: RHoper-Witt:bw

Verified by:

Checked by:

CHIEF BRANCH OF TRANSMISSION DESIGN

M. Marjerrison

BPA 390 Rev. Mar. 1969

Wendson Substation
Site, Parcel B

A parcel of land in Section 16, T. 18 S, R. 11 W, W.M., Lane County, Oregon, containing 26.25 acres, more or less, and as described in reel 297D, Recorder's No. 65549, county records, as follows:

> "Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East 1/4 corner of said Section 16; thence South 36° 47' East 442.5 feet; thence South 50° 22' East 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Clerk's File No. 08204, Lane County Oregon Deed Records; thence South 48°57' East 102.56 feet; thence South 37° 58' East 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence West along said South line to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 1320 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence West 570 feet along the East-West centerline of said Section 16; thence South 1320 feet to the place of beginning, in Lane County, Oregon."

The above-described property is shown on BPA Drawing 146252, dated October 24, 1968, revision 6.

Wendson Substation
Site, Parcel B

VOID
SUPERSEDED BY
REVISED REQUEST
DATED_____

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site

PARCEL NO. B

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE AUG 15 1969

The acquisition of appropriate land rights as described below is hereby requested.

OWNER
Ray G. Page et ux

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252, revision 3, of the "Wendson Substation Site and Entrance Road."

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE
RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	8.14	

PURPOSE: Land for the Wendson Substation Site.

REMARKS This request cancels and supersedes request dated November 26, 1968 for Wendson Substation Site, Parcel B, in accordance with revision 3 of said drawing 146252.

VOID

SUPERSEDED BY
REVISED REQUEST
DATED 2-18-70

CHIEF, BRANCH OF TRANSMISSION DESIGN

M. Marjerrison

BPA 390 Rev. Mar. 1969

Wendson Substation Site, Parcel B | Ray G. Page et ux | 18S-11W-16

A parcel of land in the SW1/4NE1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 8.14 acres, more or less, and described as follows:

Commencing at the east quarter section corner of said Section 16; thence N39°05'10"W, 816.0 feet; thence N70°27'50"W, 812.7 feet, more or less, to the east line of said SW1/4NE1/4 of Section 16 and the true point of beginning; thence N70°27'50"W, 334.7 feet to a point in the westerly right of way line of the existing right of way of the United States of America for its Bonneville Power Administration's Mapleton-Reedsport transmission line, said right of way being described in volume 402 of deeds, page 65, county records; thence along said westerly line S48°25'00"W, 141.7 feet; thence along said westerly line S3°23'00"W, 771.2 feet, more or less, to the south line of said SW1/4NE1/4 of Section 16; thence along said south line Easterly 434 feet, more or less, to the southeast corner of said SW1/4NE1/4 of Section 16; thence along the east line of said SW1/4NE1/4 of Section 16; Northerly 791 feet, more or less, to the point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

Subject to easements of record.

Prepared by: RRoper-Witt:jj

Verified by:

Checked by:

REVISED REQUEST

DATED

NOV 26 1968

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. WENDSON SUB-STATION SITE

PARCEL NO. B

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: TRANSMISSION DESIGN SECTION

DATE NOV 26 1968

The acquisition of appropriate land rights as described below is hereby requested.

OWNER

Ray G. Page et ux

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION The property is described in the attached description and is shown on drawing 146252 of the "Wendson Substation Site and Entrance Road"

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE

RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	8.14	

PURPOSE: Land for the Wendson Substation Site.

REMARKS

VOID
SUPERSEDED
REVISED REQ
DATED 8-15-69

F. W. Farr

F. W. Farr, *Head Transmission Design Section*

BPA 390
Rev. Nov. 1966

Wendson Substation Site Ray G. Page et ux 18S-11W-16

A parcel of land in the SW¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 8.14 acres, more or less, and described as follows:

Commencing at the east quarter section corner of said Section 16; thence N39°05'10"W. 816.0 feet; thence N70°27'50"W. 812.7 feet, more or less, to the east line of said SW¼NE¼ of Section 16 and the true point of beginning; thence N70°27'50"E. 334.7 feet to a point in the westerly right of way line of the existing right of way of the United States of America for its Bonneville Power Administration's Mapleton-Reedsport transmission line, said right of way being described in volume 402 of deeds, page 65, county records; thence along said westerly line S48°25'00"W. 141.7 feet; thence along said westerly line S3°23'00"W. 771.2 feet, more or less, to the south line of said SW¼NE¼ of Section 16; thence along said south line Easterly ~~569~~ 434 RRW feet, more or less, to the southeast corner of said SW¼NE¼ of Section 16; thence along the east line of said SW¼NE¼ of Section 16; Northerly 791 feet, more or less, to the point of beginning.

The bearings refer to the Oregon Coordinate System-South Zone.

Subject to easements of record.

Prepared by: RRoper-Witt:bw

Checked by:

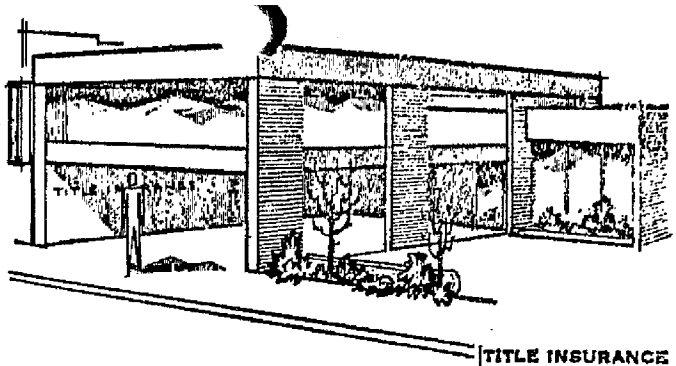
VOID

SUPERSEDED F
REVISED REQU
DATED.....

"DEPENDABLE TITLE SERVICE"

TITLE ABSTRACT COMPANY OF EUGENE

845 EAST PARK, EUGENE, OREGON 97401 TELEPHONE 342-5557 AREA 503



TITLE INSURANCE
ESCROWS

OFFICIAL FILE COPY

No. Date 10-24-69

Class.

Referred To:

Action Taken:
☐ ANS. ☐ NO REPLY

By Date

October 23, 1969

Bonneville Power Administration
Portland, Oregon

Gentlemen: Re: Our No. 86723

Enclosed herewith, please find in duplicate, revised Page 3 of Policy No. 107305-86723, pursuant to our phone conversation of this date.

Please insert this into your policy and destroy the original page 3.

Very truly yours,
TITLE ABSTRACT COMPANY OF EUGENE
By June Walker

June Walker, Title Officer

jw
encl.

SCHEDULE A - Continued

Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East 1/4 corner of said Section 16; thence South 36° 47' East 442.5 feet; thence South 50° 22' East 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills, and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Recorder's Reception No. 08204, Lane County Oregon Deed Records; thence South 48° 57' East 102.56 feet; thence South 37° 50' East 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 16; thence West along said South line to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 1320 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence West 570 feet to a point North of the place of beginning; thence South 1320 feet to the place of beginning, in Lane County, Oregon.

SCHEDULE B -Continued

4. Transmission line Easement, including the terms and provisions thereof, dated March 4, 1963 and recorded April 12, 1963, as Recorder's Reception No. 6658, Lane County Oregon Deed Records, executed by Donald Lee Morris, a single man, and Carrie E. Morris Johnston, surviving spouse of Herbert H. Morris, deceased, to the United States of America and its assigns.

BPA 41 Rev. May 1956
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. T-T-W-(La)-163.2

TRACT OWNERSHIP DATA

FILE NO. Wendson Substation Site, Parcel B

COUNTY Lane SECTION 16 TOWNSHIP 18So RANGE 11W WM
OWNER Ray G. & Barbara Page ASSESSOR'S TAX LOT 600
ADDRESS 7 Fairview Pl. Millbrae, Cal ASSESSED ACREAGE 3.25 26.0
C/P ASSESSED VALUE 30 130
ADDRESS ASSESSOR'S DESCRIPTION:
ASSESSED TO
ADDRESS
TAXES PAID BY
ADDRESS

Warranty DEED

GRANTOR Formerly Carrie E. Morris
Carrie E. Johnston, a ~~sidn~~ single woman and
Donald Lee Morris, a single man

TO

GRANTEE Ray G. Page and Barbara
Page, H & W

DATED Oct. 29, 1966
RECORDED Nov 2, 1966
VOLUME R297/65549
RECORDER'S FILE NO.
CONSIDERATION none shown
STAMPS 40 (-4000)

Description of land conveyed, including reservations and exceptions:

Beginning at a point on the East-West centerline of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, 1890 feet West of the East quarter corner of said Section 16; thence S. 36°47' E. 442.5 feet; thence S. 50°22' E. 360.2 feet to the Northeast corner of that tract conveyed to Scott Wills and Joanne Wills, husband and wife, by deed recorded April 25, 1963, Clerk's File No. 08204, Lane County Oregon Deed Records; thence S 48°57' E 102.56 feet; thence S 37°50' E 142.34 feet to the Northerly right of way line of the Southern Pacific Railroad; thence Northeasterly along said Northerly right of way line to its intersection with the South line ~~to~~ the Southwest ~~corner~~ East Quarter of said $SE\frac{1}{4}NE\frac{1}{4}$ of said Section 16; thence West along said South line to the Southwest corner of said $SE\frac{1}{4}NE\frac{1}{4}$; ~~t~~thence North 1320 feet to the Northwest corner of said $SE\frac{1}{4}NE\frac{1}{4}$; thence West 570 feet along the East-West centerline of said Section 16; thence South 1320 feet to the place of beginning, in Lane County, Oregon

INITIALS VL:LC
DATE 8-1-67

(Prepare original and 5 copies. If additional space is needed use reverse side.)

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

accession 305-78-00.3

Loc 133164

Box 59

WENDSS

SUP.

General

BPA 303
Rev. Feb. 1970

BONNEVILLE POWER ADMINISTRATION
INTEROFFICE MESSAGE

Date: March 16, 1979

TO
Name: J. R. Wathey
Routing symbol and address: Substation Operations Supt. - OPO

☐ Portland ☐ Ross
☐ Seattle ☐ Spokane
☐ Walla Walla ☐ Idaho Falls
☐

Fold here for return

FROM
Name: Sue Anderson
Routing symbol and address: Land Management Unit - ELMC

☐ Portland ☐ Ross
☐ Seattle ☐ Spokane
☐ Walla Walla ☐ Idaho Falls
☐

Attached is the billing from State of Oregon-Department of Forestry for Forest Protection Assessments for period 7-1-78 to 6-30-79 that I discussed with you over the phone.

I called Lee Lafferty - Salem 8-530-2153 (direct dial) and told him you had said that you can't pay in advance, that this bill will be paid after 7-1-79. He said they would note their records.

If you have any problems regarding this, you can call Mr. Lafferty or George Schopfer at the above number. I guess the attached is really a second notice. The first one apparently was sent out around Nov. 17, 1978, the date of the billing.

I asked that future billings be sent to the attention of: Portland Area Substation Operations Auperintendent - OPO.

Re: Wendson Substation - Frac. Part $S\frac{1}{2}NE\frac{1}{4}$, Sec. 16, T18S, R11W, W.M., Lane County.

November 17 19 78

STATE OF OREGON — DEPARTMENT OF FORESTRY
2600 STATE STREET
SALEM, OREGON 97310

U. S. Dept. of Interior
Bonneville Power Admin.
P.O. Box 3621
Portland, Oregon 97208

FOR DEPT. USE ONLY
CHARGE 7112833-02 114
CREDIT 71630

MAKE ALL CHECKS PAYABLE TO STATE FORESTER

CODE	DESCRIPTION	UNIT PRICE	TOTAL
	FOREST PROTECTION ASSESSMENTS FOR THE U. S. DEPT. OF INTERIOR FOR THE PERIOD July 1, 1978 to June 30, 1979		
	43.53 acres @ $ .3773 per acre		16.42
	DETAIL OF LANDS ATTACHED Wand[illegible] - Frac. Part S½ NE¼ Sec. 16, T18S, R11W, Rene County		

F D	P G	A Y	A	B	C	D	E	F	OBJECT	DEBIT AMOUNT	CREDIT AMOUNT

DISTRIBUTION
WHITE — INVOICE
BLUE — INVOICE
GREEN — ACCOUNTING
YELLOW — ACCOUNTING
GOLD — FILE
PINK — CREDIT
WHITE — INVOICE

TOTAL 16.42

WEND-SS-PB
SUP 2

u ND-55-PC

1-800-836-6619

JUL 28 1994

MMLC
Tract No. Wendson Substation, P.B, C
and N. Corridor

Ms. Wanda Feehely
Century 21 Gold
1790 Highway 101
Florence, OR 97439

Dear Ms. Feehely:

Your request to Richard Teiper for permission to use a private water line located within Bonneville Power Administration's (BPA) fee-owned property has been referred to me for response.

BPA is not the owner of this water line. Therefore, we are unable to grant or deny continued use of the water system by any subsequent owner of the Waite Estate. Our records reveal the following sequence of events which leads us to believe the private water system is owned and operated by Coast Marina and RV Park. If we are correct, you need to contact them for permission to continue to use this water system.

- On June 13, 1956, Edwin J. Lyons received a permit from the State of Oregon to appropriate water for a domestic water line to serve a trailer court.

- A portion of this water line is located over property BPA acquired for a substation site in 1970. As there were no recorded easements for this water line, we were unaware of its existence.

- In 1972, during construction, the water line was damaged. BPA repaired the water line and issued a 5-year License to the then owners, Daniel and Alice Hayman, for the water line to remain on BPA property

- On October 30, 1986, BPA issued a 5-foot-wide perpetual easement for maintenance and use of a water pipeline to Mid River Corporation. We also issued an agreement to Mid River covering their use of our easement-held access road.

- In October 1992 we received a request from Coast Marina & RV Park to improve their private water system to meet the Clean Water Act requirements by locating a well on BPA property. This request was denied.

OFFICIAL FILE COPY

For your information, I have enclosed copies of the pertinent permits and easements mentioned above. If you have other questions, please contact me at the toll free number listed above, or directly at (503) 230-3291.

Sincerely,

Julie Rose

Julie K. Rose
Realty Specialist
Land Management Section

4 Enclosures

JRose:jkr:dd:3291:07/22/94 (MMLC-8989:P:\MMLC:Rose:wendss)

cc:
R. Teiper - EFBJ
Official File - MMLA

OFFICIAL FILE COPY

Tracts: Wendson Substation Site, Parcel C (fee)
Wendson Substation Entrance Road,
Parcel 1.1 (easement)

WARRANTY DEED AND ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED DOLLARS ($200.00), in hand paid, receipt of which is hereby acknowledged, INTERNATIONAL PAPER COMPANY, a New York corporation, has granted, bargained and sold and by these presents does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the following-described parcel of land in the County of Lane, in the State of Oregon, to-wit:

Wendson Substation Site, Parcel C:

All that portion of the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, lying northwest of Wendson Substation, North Corridor, as described in deed dated June 19, 1970, recorded June 29, 1970, in Reel 485, Recorder's No. 10832, records of Lane County, Oregon.

GRANTOR also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right-of-way for the construction, operation, use and maintenance of a road on, over, and across the land of the Grantor as follows:

Wendson Substation Site Entrance Road, Parcel 1.1:

A parcel of land in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 0.1 acre, more or less, and is particularly described with bearings referenced to the Oregon Coordinate System, South Zone, as follows:

Commencing at the East quarter corner of Section 16. This corner is evidenced by a sandstone corner monument. Thence N39°05'10"W 816.0 feet to the most easterly northeast corner of the Wendson Substation Site Parcel A. Thence N70°27'50"W along the northerly line of said Parcel A, 414.5 feet to the southeast corner of the Wendson Substation Site North Corridor. Thence N12°53'20"E along the easterly line of said North Corridor 4.0 feet to its intersection with the northerly right-of-way line of the Wendson Substation Site Entrance Road Parcel 1, which is also the true point of beginning of this description. Thence continuing N12°53'20"E along said easterly line 46.6 feet. Thence S65°47'00"E 32.4 feet. Thence S79°53'50"E 86.8 feet to a point on the said northerly right-of-way line. Thence S82°21'00"W along said northerly right-of-way line 126.5 feet to the point of beginning.

The descriptions of the Wendson Substation Site Parcel A, North Corridor, and Entrance Road Parcel 1 are described in an instrument recorded June 29, 1970, under Auditor's File No. 10832, Records of Lane County, Oregon;

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain,

surface, maintain, use, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the above-described land.

The Grantor reserves the right of ingress and egress over and across said road and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the UNITED STATES OF AMERICA, its employees, contractors, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantor may erect or maintain fences across such road, provided adequate gates of not less than 16 feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

The above-listed access road may be used for ingress and egress to and from the Bonneville Power Administration's Toledo-Wendson No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The above-described easement tract shall automatically revert to the Grantor, its successors and assigns within six months of receipt of a notice from the UNITED STATES OF AMERICA or its assigns that the easement over the said tract of land is no longer being used for electric power operations. Upon request said notice given by the UNITED STATES OF AMERICA or its assigns will be in the form of a recordable instrument. The UNITED STATES or its assigns may at its election remove any salvageable material from said tract within six months after notice of non-use for electric power operations has been given to the Grantor, its successors or assigns.

TO HAVE AND TO HOLD said parcel of land and access road rights unto the UNITED STATES OF AMERICA and its assigns, forever.

73 4435

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of any of the rights above described.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except easements, reservations and restrictions of record; and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever, except as hereinabove stated.

IN WITNESS WHEREOF, INTERNATIONAL PAPER COMPANY has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 25th day of January , 1973.

INTERNATIONAL PAPER COMPANY

ATTEST:

By _____
Vice President

_____
Assistant Secretary

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 25th day of January , 1973, before me personally appeared Eliot H. Jenkins and L. E. LaBerge, to me known to be the Vice President and Assistant Scretary, respectively, of International Paper Company, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

_____
Notary Public in and for the State of Washington, residing at Longview

State of Oregon,
County of Lane — ss.

I, D. M. Penland, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1973 JAN 31 PM 12 55

Book 623 R

73 4435

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of any of the rights above described.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except easements, reservations and restrictions of record; and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever, except as hereinabove stated.

IN WITNESS WHEREOF, INTERNATIONAL PAPER COMPANY has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 25th day of January , 1973.

INTERNATIONAL PAPER COMPANY

ATTEST:

Assistant Secretary

By Eliot H Jenkins RM
Vice President

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this 25th day of January , 1973, before me personally appeared Eliot H. Jenkins and L. E. LaBerge, to me known to be the Vice President and Assistant Secretary, respectively, of International Paper Company, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington, residing at Longview

State of Oregon,
County of Lane ss.

I, [illegible] Director of the Department of Records and Elections, [illegible] the said County, do hereby certify that the within instrument was [illegible] for record at

1973 JAN 31 PM 12 55

623 R

[illegible] County OFFICIAL Records.

[illegible], Director of the Department of Records & Elections.

By [illegible]

AMERICAN LAND TITLE ASSOCIATION
U. S. POLICY INDORSEMENT, 1963

INDORSEMENT

Attached to Policy No. 56-3120

Issued by

TRANSAMERICA TITLE INSURANCE COMPANY

1. Schedule A of the above policy is hereby amended in the following particulars:

(a) Paragraph 1 of Schedule A is hereby deleted and the following is substituted:

1. The estate or interest in the land described or referred to in this Schedule covered by this policy is: Fee title to Parcel C as shown in instrument recorded January 31, 1973 as Reception No. 73-4435, deed records, Lane County, Oregon.
An access road easement to Parcel 1.1, as shown in easement recorded January 31, Reception No. 73-4435, deed records, Lane County, Oregon.

(b) Paragraph 2 of Schedule A is hereby deleted and the following is substituted:

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE UNITED STATES OF AMERICA

(c) Paragraph 3 of Schedule A is hereby deleted and the following is substituted:

3. The land referred to in this policy is situated in the County of Lane, State of Oregon, and is described as follows:

All that portion of the SE1/4 NE 1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, lying northwest of Wendson Substation, North Corridor, as described in deed dated June 19, 1970, recorded June 29, 1970, in Reel 485, Recorder's No. 10832, records of Lane County, Oregon.

A permanent easement and right of way as set forth in instrument recorded January 31, 1973, Recorder's Reception No. 73-4435, Official Records, Lane County, Oregon.

APPR[illegible] 2-12-73
Edith C. Gudgel

PF 14 - 11-70

AMERICAN LAND TITLE ASSOCIATION
U. S. POLICY INDORSEMENT, 1963
OREGON, WASHINGTON & ALASKA

Indorsement Continued

2. Schedule B of the above policy is hereby amended in the following particulars:

(a) Paragraphs numbered 1,2,3,4 and 5 of Schedule B are hereby deleted.

(b) Schedule B of the above policy is amended by adding the following paragraphs numbered 6 to , inclusive.

6. The terms and provisions of that Easement created by instrument, dated January 25, 1973 recorded January 31, 1973 as Recorder's Reception No. 73-4435, Lane County Official Records, in favor of the United States of America.

3. Subparagraph 2(d) of the General Exceptions of the above policy is hereby deleted.

4. The effective date of the above policy is hereby extended to January 31, 1973 at 12:56 P.M.

The total liability of the Company under said policy and this indorsement thereto shall not exceed, in the aggregate, the sum of $ 6,000.00 and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the Schedules, General Exceptions and the Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated: February 2, 1973

Transamerica Title Insurance Company

By _____
President

By _____
Secretary.

PF 15 - 11-70

AMERICAN LAND TITLE ASSOCIATION
U. S. POLICY FORM, 1963
OREGON, WASHINGTON & ALASKA

POLICY OF TITLE INSURANCE

Issued by

Transamerica Title Insurance Co

Policy Number 56-3120 Amount

Premium $ 6,000.00 $ 45.00

Transamerica Title Insurance Company, a California corporation, herein called the Company, for a valuable consideration.

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding

- - - - - - - -SIX THOUSAND AND NO/100s- - - - - - - - - - - - - - - - -

Dollars, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedule A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the 13th day of November 1972, the effective date of this policy.

In Witness Whereof, TRANSAMERICA TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Transamerica Title Insurance Company

By _____
President

By _____
Secretary

PF 10 - 11-70

AMERICAN LAND TITLE ASSOCIATION
U. S. POLICY FORM, 1963
OREGON, WASHINGTON & ALASKA

Tr: america
Po[illegible]y No. 56-3120

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

An estate in fee simple

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

INTERNATIONAL PAPER COMPANY, a New York Corportion

3. The land referred to in this policy is situated in the County of Lane
State of Oregon , and is described as follows:

Southeast quarter of the Northeast quarter of Section 16, Township 18 South, Range 11 West of the Willamette Meridian;

EXCEPT: that tract deeded to Willamette Pacific Railroad at volume 95, page 565, Lane County Oregon Deed Records.

ALSO EXCEPT: that tract deeded to Southern Pacific Railroad at volume 95, page 522, Lane County Oregon Deed Records.

ALSO EXCEPT: that tract deeded to the United States of America June 29, 1970 as Recorder's Reception No. 10832, Lane County Deed Records.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessments as follows:

Taxes, 1971-72 in the amount of $3.80 paid in full.
Taxes, 1972-73 in the amount of $3.80 unpaid, account no. 18 11 16 700 97-02.

As disclosed by Lane County Tax Records, the premises herein described have been specially assessed for forest land. If the land becomes disqualified for this special assessment under the statute, an additional tax may be levied for the last five or lesser number of years in which the land was subject to the special land use assessment.

THE LAND(S) IN SCHEDULE A INCLUDE(S) ALL THE LAND DESCRIBED IN LAND ACQUISITION REQUEST(S) FOR TRACT(S): KENDON SS P.C & ENT RD P.I.
DATED: 4/21/72 & 4/3/73
DATE: 11/16/73
ENGINEER BPA

PF 11 - 11-70

SCHEDULE "B" CONT'D

2. The rights of the public in and to that portion of the above described property lying within the limits of County Roads or Highways.

3. The terms and provisions of that Easement created by instrument, recorded November 3, 1950 in Book 426, page 518, Lane County Official Records, in favor of the United States of America.

4. The terms and provisions of that Easement created by instrument, dated May 10, 1963, recorded May 29, 1963, as Recorder's Reception No. 12426, Lane County Official Records, in favor of the United States of America.

5. The terms and provisions of that Easement created by instrument dated June 19, 1970 recorded June 29, 1970 as Recorder's Reception No. 10832, Lane County Official Records, in favor of the United States of America, for Wendson Substation Entrance Road.

American Land Title Association
U. S. Policy Form, 1963

POLICY OF TITLE INSURANCE

Issued by

TRANSAMERICA TITLE INSURANCE COMPANY

Policy Number 107304-86721 **Amount**

Premium $ 25.00 $1,000.00

TRANSAMERICA TITLE INSURANCE COMPANY

a California corporation, herein called the Company, for a valuable consideration

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding

---ONE THOUSAND DOLLARS AND 00/100---

Dollars, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the 29 day of July 1969, the effective date of this policy.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

TRANSAMERICA TITLE INSURANCE COMPANY

By David S. Leavitt President

Attest Robert A. Elmore Secretary

jg

American Land Title Association
U. S. Policy Form, 1963
OTI-185-2
REV 4-65

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

An Estate in Fee Simple.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

INTERNATIONAL PAPER COMPANY, a New York Corporation

3. The land referred to in this policy is situated in the County of Lane, State of Oregon and is described as follows:

DESCRIPTION ATTACHED

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessments as follows:

Taxes for the fiscal year 1969-70 which are now a lien, but not yet due or payable. NOTE: Taxes 18 11 16 700 5-1 97-02, 1968-69 $3.80 PAID.

2. Rights of the public in and to any portion lying within bounds of County Road.

3. Easement, including terms and provisions thereof, granted by E. O. Immel and France K. Immel, by E. O. Immel, her attorney in fact, to the United States of America, by instrument recorded November 3, 1950 in volume 426, page 518, Lane County Oregon Deed Records.

4. Easement, including terms and provisions thereof, as granted to the United States of America, by instrument dated May 10, 1963, recorded May 29, 1963, Recorder's Reception No. 12426, Lane County Oregon Deed Records.

SCHEDULE A - Continued
Description Sheet

The Southeast 1/4 of Northeast 1/4 of Section 16 Township 18 South Range 11 West of the Willamette Meridian; EXCEPT tract deeded to Willamette Pacific Railroad at volume 95, page 565, Lane County Oregon Deed Records, and EXCEPT tract deeded to Southern Pacific Railroad, at volume 95, page 522, Lane County Oregon Deed Records.

THE LAND(S) IN SCHEDULE A [illegible] (S) ALL THE LAND DESCRIBED IN LAND [illegible] IN REQUEST(S) FOR
TRACT(S): WENDSON SS, PA; N. CORR.; ENT. RD, P.1
DATED: 11-26-68; 11-17-69; 11-27-68
DATE: 3-4-70 HRStaats
ENGINEER BPA DM

SCHEDULE B - Continued

5. Classification of the within property as reforestation land requiring payment of yield tax when timber is cut.

UNITED STATES GOVERNMENT

Memorandum

TO : **Bonneville Power Administration**
Branch of Land, EL

DATE: **February 14, 1973**

FROM : Office of the Regional Solicitor, Portland

Final Opinion of Title

SUBJECT: Tract No.: **Wendson SS Site, P. C & Wendson SS Ent. Rd., P. 1.1**
Vendor: **International Paper Company**
County: **Lane** State: **Oregon**

A re-examination has been made of the title data relating to the above tract. Under existing legislation, a perpetual easement for **access road and fee title to 0.18 acres of land** ~~were~~ conveyed to the United States of America by **International Paper Company** by deed dated **January 25, 1973,** and recorded in the public records of said county on **January 31, 1973,** in **Reel 623R, No. 73 4435.**

The easement **and land are** described in the aforesaid ~~easement~~ deed, which recites a consideration of $ **200.00.**

The policy of title insurance No. **56-3120, dated November 13, 1972, extended to January 31, 1973, was issued by Transamerica Title Insurance Company.**

The title evidence, recorded deed, and accompanying data disclose valid title, as indicated above, to be vested in the United States of America, subject to:

1. Provisions contained in the deed to the United States.

You have determined that the above objection will not interfere with the proposed use of the land and is therefore waived.

For the Regional Solicitor

Thomas A. Kennedy

Thomas A. Kennedy
Attorney

133164 - B01 '56

WEND-SS

PS

BPA OFFICIAL RECORD FILE
RETURN TO
M&F LAND FILES

DISBURSEMENT VOUCHER

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621, PORTLAND, OREGON 97208

PREP DATE January 29, 1973

VOU. NO. 3M12128

SCH NO. 3M 1128

AMOUNT $ 200.00

EXAM/AUD BY eg

APPROP: 14x0326

01-045

PAYEE

International Paper Company

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA		REMARKS
GROSS AMOUNT	$	
DEDUCTIONS:		
Discount		
Retained percentage		
Corrections (explain below)		
Other		
NET AMOUNT TO BE PAID	$	

STATEMENTS

To purchase fee and easement rights in accordance with evidence in the files for Wendson SSS, Parcel C, and Wendson SS Entrance Road, Parcel 1.1.

JAN 30 1973

ACCOUNT CLASSIFICATION

ORG	OBJ	ACCT	W.O.	LOCATION	WDFO	PURCHASE ORDER NO.	RECEIVING REPORT NO.	MISCELLANEOUS DESCRIPTION	AMOUNT
3 16	17 18	19 23	24 29	30 35	36 39	45 50	51 56	57 69	70 80
~~ELX~~	~~32~~	~~11740~~	~~134-24~~						
	24110					EN3245			200.00

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 360 Rev. July 1971

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

VOUCHER CERTIFICATE

TRACT NO. Wendson SSS, Par. C. and Wendson SS Entrance Road, Par. 1.1

CONTRACT PRICE ..... $ 200.00

FOR: Warranty Deed and Access Road Easement

LIST OF CHECKS TO BE ISSUED:

DESCRIPTION	NAME OF PAYEE	AMOUNT
Grantor:	International Paper Company	$200.00

TOTAL DISBURSEMENTS ON THIS VOUCHER ..... $ 200.00

Head, Title Section

CERTIFICATE:

~~(I)(We)~~, The undersigned, grantor(s) in the instrument described above, hereby authorize the disbursements above shown.

DATED this 25th day of January , 19 73.

INTERNATIONAL PAPER COMPANY

By: (Title)
Land Agent

eg 11-20-72

BPA 404
Rev. Nov. 1970

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. Wendson SSS,P.C & Wendson SS Entrance Road, Par. 1.1

LAND OBLIGATION NOTIFICATION

DATE January 29, 1973

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF International Paper Company

REQUEST IS MADE FOR ☐ INCREASE IN ☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

Ella C. Gudgell
Conveyances Examiner (Signed)

DESCRIPTION	ORG	OBJ	ACCT	W.O.	LOCATION	AMOUNT
EN3	ELX	32	11740	134-24		$200.00

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

BRANCH OF LAND

TITLE PROGRESS SHEET

Amount $ 200.00

File No. Wendson SS, P. C and Wendson SS Entrance Rd., P. 1.1

ROUTING ACTION	DATE
Option Unit DEED IN LIEU	
Optioned	
Accepted	
Released (No._____)	
Obligation prepared	
Land Register Clerk	
Posted in records	
Land Files	
Arrange file	
Title Desc. Examiner	
Preliminary C/T ordered	
Preliminary C/T received	(Rev.) 11-13-72
Preliminary C/T OK'd	11-17-72
Title Unit	
Received in Unit	11-7-72
Supplemental C/T ordered	
Supplemental C/T received	
Instruments to Attorney	11-20-72
Instruments approved	11 20 72
To A/Gen for preliminary opin.	
Preliminary opinion received	

REMARKS: Sent record data when [illegible]

ROUTING ACTION	DATE
Title Unit Cont.	
Deed mailed for execution	1-21-72
(or) Deed to field representative	
Deed signed	1-25-73
Other instruments:	
_____ signed	
_____ recorded	
_____ signed	
_____ recorded	
Voucher certificate signed	1-25-73
Disbursement voucher prepared	1-29-73
Land Register Clerk	
Voucher date posted and fwded to Disbursement Audit	1-29-73
Title Unit	
Check received	2-5-73
Check mailed	2-15-73
Deed mailed for recording	1-29-73
Deed recorded	1-31-73
Recorded deed received	2-12-73
Final C/T ordered	1-29-73
Final C/T received	2-12-73
Final opinion requested	2-12-73
Final opinion received	2-15-73
Case closed	2-28-73
Land Register Clerk	
Voucher No. posted & closed in Land register	[illegible]

BPA 861

Tract: Wendson Substation Site,
Parcel C

I hereby certify that I have examined the above-numbered tract of land and have found no evidence that the character of the use of the land has changed within the past five years immediately preceding this date.

Signed: _____

Title: _____

Date: 1/1/72

Date 11-10-72

TO: Head, Right of Way Group – ETIN

FROM: Head, Title Section – ELF

SUBJECT: Wendson SSS, Parcel C and Entrance Road, Parcel 1.1

Land file(s) for subject case (is) (are) forwarded herewith for examination and approval of legal description(s) in title policy(ies) and land acquisition request(s). In connection therewith, please review the following items in Schedule B:

NOTE: The North Corridor is not being acquired. The file was with the transaction and I thought it was included.

Please furnish seven prints each (8" x 14" size) of the following map(s) not now available in the Branch of Land:

Ella Gudgel

TO: Head, Title Section – ELF

Date 11/16/72

FROM: Head, Right of Way Group – ETIN

Subject file(s) (has) (have) been examined. The legal description in Schedule A of title policy(ies)

No. 56-3120 (Revised 11-13-72)

Note: Item 5 now appears as an exception in Sch. A. 11-16-72 eg

includes all land covered by the following land acquisition requests:

TRACT NO.	DATE
Wendson SSS, Parcel C	4-7-72
Wendson SS Entrance Road, Parcel 1.1	4-3-72

Title policy(ies) stamped.
Remarks:

THE LAND(S) IN SCHEDULE A INCLUDE(S) ALL THE LAND DESCRIBED IN LAND ACQUISITION REQUEST(S) FOR TRACT(S): WENDSON SS (NR C & ENT RD) 1.1
DATED: 4/7/72 & 4/3/72
DATE: 11/16/72

ENGINEER BPA

11-17-72

TO: Head, Title Section – ELF

Date 11/10/72

FROM: Head, Right of Way Group – ETIN

~~Coverage is needed for the following property:~~

Title Cert Item 5 Schedule B is shown as easement but our records indicate that North Corridor & Parcel A are in fee, and if so should appear as exceptions in schedule A

See note above 11/16

~~TO: Head, Office Engineering Unit - ETIN~~ Date Nov. 7, 1972

TO: Head, Right of Way Group – ETIN

FROM: Head, Title Section – ELF

SUBJECT: Wendson SSS, Parcel C; ~~North Corridor~~; and Entrance Road, Par. 1.1

Land file(s) for subject case (~~is~~) (are) forwarded herewith for examination and approval of legal description(s) in title policy(~~ies~~) and land acquisition request(s). In connection therewith, please review the following items in Schedule B:

Please furnish seven prints each (8" x 14" size) of the following map(s) not now available in the Branch of Land:

Ella Gudgel

TO: Head, Title Section – ELF Date

FROM: Head, Right of Way Group – ETIN

Subject file(s) (~~has~~) (have) been examined. The legal description in Schedule A of title policy(~~ies~~) No. 56-3120

includes all land covered by the following land acquisition requests:

TRACT NO.	DATE
Wendson SSS, Parcel C	4-7-72
~~Wendson SSS, No. Corridor~~	~~11-17-69~~
Wendson SSS Entrance Road, Par. 1.1	4-3-72

Title policy(ies) stamped.
Remarks:

TO: Head, Title Section – ELF Date 11/7/72

FROM: Head, Right of Way Group – ETIN

No. Corridor is not being acquired. I don't know why the file was with this acquisition. cg 11-8-72

Coverage is needed for the following property:

I believe Wendson SSS No. Corridor has already been acquired in Fee & and should not be included with this cert. If not coverage is needed for NE/4 NE/4 Sec 16 not needed

William L Young

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 145
Rev. May 1971

D E E D. 9704

Harriett S.Sharpe et vir.)
to
Southern Pacific Co.

Filed For record May 13 1912 at 11:45 A.M.
Stacy M.Russell County Clerk.

95/5

THIS INDENTURE WITNESSETH:- That Harriett S.Sharpe and Montroyd Sharpe, her husband, for and in consideration of the sum of Ten (10) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby bargain, sell and convey unto the Southern Pacific Company, a corporation created and existing under the laws of the State of Kentucky, the following described premises, to wit:

Commencing at a point on the east line of the Southeast quarter of the Northeast quarter of Section Sixteen (16), Township Eighteen (18) South, Range Eleven (11) West, Willamette Meridian, that is 50 feet distant measured at right angles Southeasterly from the located center line of the proposed construction of the Willamette Pacific Railroad Company's railway; thence South along the said east line to a point that is the Southeast corner of the Northeast quarter of said Section Sixteen (16);

thence West along the South line of the Northeast quarter of said Section Sixteen (16) to a point that is 50 feet distant measured at right angles Southeasterly from the located center line of the proposed construction of the said Willamette Pacific Railroad Company's railway; thence northerly and easterly parallel to the said center line and at an uniform distance of 50 feet therefrom, to the place of beginning, and containing an area of 0.37 acres of land, more or less, in Lane County, Oregon.

EXCEPTING AND EXCEPTING however unto said parties of the first part, their heirs and assigns forever, as an appurtenance to the lands of said parties of the first part hereinafter described, a free and unobstructed right of way for a road over and across the land hereby conveyed, by the most practicable route to the lands of said parties of the first part described as that portion of the S.E.¼ of the N.E.¼ of Section 16, T.18 S.R. 11 W., Willamette Meridian, which lies North Westerly of the land hereby conveyed and of the land conveyed by said parties of the first part to the Willamette Pacific Railroad Company, by deed of even date herewith.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Southern Pacific Company, and to its successors and assigns, forever.

AND the said grantors do hereby covenant to and with the said Southern Pacific Company, and its successors and assigns, that they are the owners in fee simple of said premises; and that they are free from all incumbrances, and that they will, and their heirs, executors and administrators shall, warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 4th day of April A.D. 1912.

Done in the Presence of
Hugh S.Gordon
A.H.Boston

Harriett S.Sharpe (SEAL)
Montroyd Sharpe (SEAL)

State of California,)
County of Santa Cruz,) SS.

On this 4th day of April, in the year one thousand nine hundred and twelve, before me, Hugh S.Gordon, a Notary Public, in and for said County of Santa Cruz, personally appeared Harriett S.Sharpe and Montroyd Sharpe, her husband, personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same, for the purposes and uses therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the City of Santa Cruz, in said County of Santa Cruz, the day and year in this certificate first above written.

Hugh S.Gordon
Notary Public in and for the County of Santa Cruz, State of California.

Notarial Seal.

95/565

Harriett S. Sharpe et vir,) D E E D 10045
to) Filed for record June 3 1912 at 3 P. M.
Willamette Pacific Co.) Stacy M. Russell, County Clerk.

THIS INDENTURE WITNESSETH: That Harriett S. Sharpe and Montroyd Sharpe, her husband, for and in consideration of the sum of Ten (10) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby bargain, sell and convey unto the Willamette Pacific Rail-Road Company, a corporation created and existing under the laws of the State of Oregon, the following described premises, to-wit:

Commencing at a point on the east line of the south-east quarter of the northeast quarter of section Sixteen (16), Township Eighteen (18) South, Range Eleven (11) West, Willamette Meridian, where the located center line of the proposed construction of the Willamette Pacific Railroad Company's railway crosses the said east line, said point being 240.9 feet distant measured north along the said east line from a point that is the southeast corner of the northeast quarter of said Section Sixteen (16); thence south along the said east line to a point that is 50 feet distant measured at right angles southeasterly from the said center line; thence southerly and westerly parallel to the said center line and at an uniform distance of 50 feet therefrom, to a point on the south line of the southeast quarter of the northeast quarter of said Section Sixteen (16) that is 50 feet distant measured at right angles southeasterly from the said center line; thence west along the said south line and crossing the said center line to a point that is 75 feet distant measured at right angles northwesterly from the said center line; thence northerly and easterly parallel to the said center line and at an uniform distance of 75 feet therefrom, to a point on the east line of the southeast quarter of the northeast quarter of said Section Sixteen (16) that is 75 feet distant measured at right angles Northwesterly from the said center line; thence South along said east line to place of beginning; and containing an area of 1.22 acres of land, more or less, in Lane County, Oregon.

RESERVING AND EXCEPTING however unto said parties of the first part, their heirs and assigns forever, as an appurtenance to the lands of said parties of the first part hereinafter described, a free and unobstructed right of way for a road over and across the land hereby conveyed, by the most practicable route to the lands of said parties of the first part described as that portion of the S. E. ¼ of the N. E. ¼ of Section 16, T. 18 S. R. 11 W., Willamette Meridian, which lies North Westerly of the land hereby conveyed.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Willamette Pacific Railroad Company, and to its successors and assigns, forever.

SAID COMPANY, in consideration of the premises, covenants and agrees to fence the Northwesterly side of the above described strip or parcel of land as soon as practicable after said railroad is constructed on said land.

And the said grantors do hereby covenant to and with the said Willamette Pacific Railroad Company, and its successors and assigns, that they are the owners in fee simple of said premises; and that they are free from all incumbrances, and that they will, and their heirs, executors and administrators shall, warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 4th day of April, A. D. 1912.

Harriett S. Sharpe (Seal)

Montroyd Sharpe (Seal)

Done in the Presence of

Hugh S. Gordon
A H. Boston

State of California,) ss.
County of Santa Cruz,)

On this 4th day of April, in the year one thousand nine hundred and twelve, before me, Hugh S. Gordon, a Notary Public, in and for said County of Santa Cruz, personally appeared Harriett S. Sharpe and Montroyd Sharpe, her husband, personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same, for the purposes and uses therein expressed.

IN WITNESS whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the City of Santa Cruz, in said county of Santa Cruz, the day and year in this certificate first above written.

Hugh S. Gordon
Notary Public
In and for the County of Santa Cruz, State

Notarial Seal

E. J.

ITEM NOS.	ORG.	OBJ.	ACCT.		LOCATION	AMOUNT		REQUISITION NOS.	REQ. SUPP. NO.
	ELX	25	11730	134-24		$45.00			

ISSUING OFFICE

ORDER FOR SUPPLIES OR SERVICES

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. Box 3621
PORTLAND, OREGON 97208

14 X 0325 CONSTRUCTION, OPERATION & MAINTENANCE BONNEVILLE POWER ADM

MARK ALL PACKAGES AND PAPERS WITH ORDER AND/OR CONTRACT NUMBERS

PAGE 1 OF

DATE OF ORDER	CONTRACT NO. (If any)	ORDER NO.
August 11, 1972	14-03-2434A	2434A-07

CONTRACTOR (Name and address, including ZIP code)

TO →

Transamerica Title Insurance Company
1040 Oak Street
Eugene, Oregon 97401

SHIP TO (Consignee and address, including ZIP code)

Head, Title Section ELF
P. O. Box 3621
Portland, Oregon 97208

VIA

TYPE OF ORDER

PURCHASE ☐ REFERENCE YOUR PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS ORDER AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY AS INDICATED. THIS PURCHASE IS NEGOTIATED UNDER AUTHORITY OF

DELIVERY ☐ EXCEPT FOR THE BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS SUBJECT TO INSTRUCTIONS CONTAINED ON THIS SIDE ONLY OF THIS FORM AND IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE NUMBERED CONTRACT.

F.O.B. POINT	GOVERNMENT B. L. NO.	DELIVERY TO F.O.B. POINT ON OR BEFORE	DISCOUNT TERMS
Portland, Oregon		30 days	NET

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
	Please furnish a preliminary title policy in duplicate, on approved forms covering part of SE¼NE¼ Sec 16, T18S, R11W, WM, Lane County, Or as described on the attached sheet and as shown in color on Map No. 146252 also attached.				
	TITLE POLICY - $6,000. Liability Tract Nos. Wendson Substation Site, P.3 & Ent Road, P.1.1 Apparent Record Owner: International Paper Co (Long Bell Division)	1	each	$45.00	$45.00
	COVERAGE IS NEEDED ON THE ENTIRE CONTIGUOUS OWNERSHIP WITHIN EACH CHAIN OF TITLE.				
	Please invoice in duplicate showing tract, purchase order and policy numbers.				
	We propose to use this property for our Wendson Substation Site and access thereto.				

FW 10-11-72
Promised for 10-16-72

TOTAL → $45.00

BY (Signature)

/s/ Dorothy L. Sullivan

NAME (Typed)

Dorothy L. Sullivan
Conveyances Examiner ELF

CHECK ONE ☐ SMALL BUSINESS ☐ OTHER

CONTROL ☐ EXPED ☐ D.A. SEC

R.R. RESP

FOR GOV'T USE ONLY

DATE REC	VIA
NO. PIECES	LOCATION
WT	FOR

Items rec'd as indicated: RECEIVING OFFICER DATE

Items comply with specs. INSPECTOR DATE

BPA 4 Rev. July 1971

BPA 4 Reverse side

TERMS AND CONDITIONS OF PURCHASE ORDER

1. INSPECTION AND ACCEPTANCE.—Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of the Government.

2. VARIATION IN QUANTITY.—No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere on this order.

3. DISCOUNTS.—Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the Government, whichever is later. Payment is made, for discount purposes, when check is mailed.

4. DISPUTES.—(a)Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting officer a written appeal addressed to the Head of the Agency. The decision of the Head of the Agency or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (b) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

5. FOREIGN SUPPLIES.—This contract is subject to the Buy American Act (41 U.S.C. 10 a-d) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

6. CONVICT LABOR.—The Contractor agrees not to employ for work under this contract any person undergoing sentence of imprisonment at hard labor.

7. OFFICIALS NOT TO BENEFIT.—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 therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. FEDERAL, STATE, AND LOCAL TAXES.—Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties in effect on the date of this contract but does not include any taxes from which the Government, the Contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the contractor's quotation or, if no quotation, the date of this purchase order.

10. RIGHTS AND REMEDIES. Except as otherwise provided, the rights and remedies of the parties to this purchase order shall be governed by the applicable provisions of the Uniform Commercial Code. Any action taken thereunder by the Government shall be subject to the provisions of Clause 4, Disputes. In the event that the Contracting Officer erroneously terminates this purchase order for default, the termination shall be converted to one for the convenience of the Government under the provisions of 41 CFR 1-8.2 and 1-8.3, as applicable.

PAYMENTS AND BILLING INSTRUCTIONS

THE FOLLOWING PROVISIONS COMPRISE A PART OF THE PURCHASE ORDER. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY DELAY PAYMENT TO YOUR COMPANY.

ACKNOWLEDGMENT. Please acknowledge this order immediately. As soon as shipment has been made, this office should be notified of the exact date of shipment.

PAYMENT. Unless otherwise specified on this order, one payment in full will be made upon complete delivery and final acceptance of all items by the Government at designated delivery point(s). No allowance will be made for packing, cartage, crating or transportation charges unless provided for in the purchase order. Where transportation charges are authorized as a separate item on the purchase order they must be supported by a receipted freight bill if in excess of $25.00.

INVOICING. Invoices shall be prepared on vendor's invoice form in the firm name as shown on the bid or quotation and addressed to the Bonneville Power Administration, P. O. Box 3621, Portland, Oregon 97208; Attention: Disbursement Audit Section; MFDG.

Prepare invoices handwritten in ink or in typewritten form. Submit the ORIGINAL and one copy. If invoices ordinarily are prepared by a duplicating process in which the original or master copy is not usable for payment purposes, one copy should be conspicuously identified as the payment document by marking it "ORIGINAL INVOICE", "PAYMENT COPY", etc.

Show the purchase order number on all invoices.

Number each item on the invoice just as it appears on the purchase order. Show units and unit prices on the invoice exactly as on the original quotation and purchase order. The terms of payment also should be stated on the face of the invoice.

PLEASE SHOW ZIP CODE ON ALL INVOICES AND CORRESPONDENCE.

Wendson Substation Site Entrance Road
Parcel 1.1

A parcel of land in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 0.1 acre, more or less, and is particularly described with bearings referenced to the Oregon Coordinate System, South Zone as follows:

> Commencing at the East quarter corner of Section 16. This corner is evidenced by a sandstone corner monument. Thence N. 39° 05' 10" W., 816.0 feet to the most easterly northeast corner of the Wendson Substation Site Parcel A. Thence N. 70° 27' 50" W., along the northerly line of said Parcel A. 414.5 feet to the southeast corner of the Wendson Substation Site North Corridor. Thence N. 12° 55' 20" E., along the easterly line of said North Corridor 4.0 feet to its intersection with the northerly right-of-way line of the Wendson Substation Site Entrance Road Parcel 1, which is also the true POINT OF BEGINNING of this description. Thence continuing N. 12° 55' 20" E., along said easterly line 46.6 feet. Thence S. 69° 47' 00" E., 32.4 feet. Thence S. 79° 53' 50" E., 66.8 feet to a point on the said northerly right-of-way line. Thence S. 82° 21' 00" W., along said northerly right-of-way line 126.5 feet to the point of beginning.

The descriptions of the Wendson Substation Site Parcel A, North Corridor, and Entrance Road Parcel 1 are described in an instrument recorded June 29, 1970, under Auditors File No. 10832 records of [illegible]

Wendson Substation Site, Parcel C

All that portion of the SE¼NE¼ of sec. 16, T. 18 S., R. 11 W., W.M., Lane County Oregon, lying northwest of Wendson Substation, North Corridor, as described in deed dated June 19, 1970, recorded June 29, 1970, in reel 485, Recorder's No. 10832.

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

TO: Disbursement Audit Section – MFDG
Attention: Land Voucher Auditor

Date Febr. 28, 1973

FROM: Branch of Land – ~~KKX~~ ELF

Bur. Vou. No. 3M 12128

SUBJECT: Tract No.(s) Wendson SSS, P.C and
Wendson SSS Entrance Road, Parcel 1.1

Certified for payment 1-30-73
(Date)

We transmit herewith the subject land file(s) for final audit.

EGudgel

Head, Title Section

Audit completed 3/22/73
(Date)

(Land Voucher Auditor)

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 382
Rev. July 1968

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date February 15, 1973

In reply refer to:
Tract No.(s) Wendson SS, Par. C;
Wendson SS Entrance Road,
Parcel 1.1

International Paper Company
Long-Bell Division
Box 579
Longview, Washington 98632

Attention: Mr. R. A. Green
Land Agent

Gentlemen:

We enclose herewith United States Treasurer's check No. 63,076,799, drawn to the order of the Company

in the amount of $ 200.00 . This is in payment for the right acquired across the above-mentioned tract(s).

The payee's copy of the voucher is also attached for your records. This shows the distribution of the voucher and the nature and purpose of the acquisition.

We believe that completes the transaction and wish to thank you for the cooperation you have given us.

The warranty deed and access road easement was recorded January 31, 1973 in Reel 623R, Recorder's File No. 73 4435.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

2 Enclosures

cc:
Official File - ELA-10

EGudgi

BPA 379

U. S. DEPT OF THE INTERIOR – BONNEVILLE POWER INISTRATION

CHECK SHEET

Entrance Road,

TRACT NO.(s) Wendson SS, P.c & SS,/Par. 1.1 GRANTORS International Paper Company

KEEP ON TOP OF FILE

For use of ORS:

(✓) GRANTORS (✓) OPTION PROVISIONS (✓) MORTGAGES & OTHER LIENS

(✓) CONSIDERATION ( ) TAXES & ASSESSMENTS ( ) CERTIFICATE OF INSPECTION

Mail Case

11-20-72 Forwarded for preliminary review of title. eg
Objections to title appearing in Schedule B of the title policy will be resolved as follows:

Item 1: The 1972-73 taxes on the fee portion will be paid in full.
Item 1, 2nd par.: This will be out by appraiser's certification.
Item 2.: There are no county roads or highways within this acquisition.
Items 3,4: Off-line from our present acquisition.
Item 5: The easement rights formerly acquired will merge with our fee and reference to this item should be out of the final indorsement.

12-1-72
C. L.

2-12-73: For final opinion. eg

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date: January 29, 1973

Preliminary Title No. 56-3120

Transamerica Title Insurance Co.
Overpark Arcade
1040 Oak Street
Eugene, Oregon 97401

Gentlemen:

Subject: **Wendson Substation Site, Parcel C (fee) & Wendson Substation Entrance Road, Parcel 1.1 (easement)**

Please do the following:

(X) 1. Record the enclosed deed; however, please advise us if there has been an adverse change in title since the time of the preliminary title policy.

(X) 2. Issue in duplicate a final indorsement insuring title to the (easement & (fee) acquired by the United States of America and covered by your preliminary report(s) and our file number(s) listed above.

(X) 3. Show the amount of liability under said final report at $ **6,000.00.**

( ) 4. Record the enclosed ( ) subordination agreement(s) ( ) partial release of mortgage ( ) quitclaim deed(s) ( )

(X) 5. Withhold issuance of the final indorsement if all taxes for the year(s) **1972-73** have not been paid and notify this office immediately.

(X) 6. Bill us in duplicate for the above recording fees.

(X) 7. Eliminate the following items from Schedule B:

Item 1: Taxes--see Par. 5 above.
The paragraph regarding special assessment of premises for forest land--a certification is enclosed which will enable you to delete this paragraph.
Item 2: There are no county roads orhighways within this acquisition.
Items 3,4: These easements are off-line from our present acquisition.
Item 5: The easement rights set out in Item 5 will merge with our fee acquisition and this item should be deleted in the final indorsement.

Sincerely yours,

Head, Title Section
Branch of Land

Enclosure(s)
EGudgel

INTERNATIONAL PAPER COMPANY

LONG-BELL DIVISION

January 25, 1973

OFFICIAL FILE COPY	
No.	Date JAN 26 1973
Referred To:	
Action Taken: ☐ ANS. ☐ NO REPLY	
By	Date

Mr. Max L. McMillin, Head
Title Section, Branch of Land
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

ELF
Wendson SS, Par. G and
Wendson SS Ent. Road, P.1.1

Dear Mr. McMillin:

Enclosed is executed and acknowledged Warranty Deed and Access Road Easement, dated January 25, 1973, from International Paper Company to United States of America for your records.

Also enclosed is Voucher Certificate in the amount of $200. Please forward this amount to the undersigned.

I would also appreciate your forwarding the recording information to complete our file.

Very truly yours,

R. A. Green
Land Agent

RAG:el
Encls (2)

ELP
Wendson SS, Par. C and
Wendson SS Ent. Road, P.1.1

January 12, 1973

International Paper Company
Attention: Mr. R. A. Green
Land Agent
Box 579
Longview, Washington 98632

Gentlemen:

In reply to your letter of January 9, 1973, we are enclosing a copy of Schedule B of our preliminary title policy covering the property in which the Wendson Substation, Parcel C and Wendson Substation Entrance Road, Parcel 1.1, are located. If we can be of further assistance, please let us know.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

Enclosure

cc:
Official File - ELA-10

EGudgel

INTERNATIONAL PAPER COMPANY

LONG-BELL DIVISION

BOX 579, LONGVIEW, WASHINGTON 98632, PHONE (206) 423-2110

OFFICIAL FILE COPY
No. Date JAN 10 1973
Referred To:
Action Taken:
ANS. NO REPLY
By Date

January 9, 1973

Mr. Max L. McMillin, Head
Title Section, Branch of Land
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

ELF
Wenson SS, Parcel C and
Entrance Road, Parcel 1.1

Dear Mr. Millin:

With reference to your letter of November 21 on above subject, if International Paper Company is to issue Bonneville Power Administration a warranty deed, we would appreciate a preliminary title report on parcel C.

Very truly yours,

R. A. Green
Land Agent

RAG:el

CALL

TO:

Mrs. McMillin

☒ YOU WERE CALLED BY— ☐ YOU WERE VISITED BY—

Ray Green

OF (Organization)

Int. Paper Co.

☐ PLEASE CALL → PHONE NO. CODE/EXT. 423-2110

☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU

☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

206-943-7200

It was agreed between Mr. Green of IPCo. and Mr. McMillin that the company will revise the warranty clause in our deed; i.e., except easements . . . of record . . . claims and demands of all persons whomsoever except as above indicated. (or similar) RJ

RECEIVED BY	DATE	TIME
BAS	12-13	10:50

STANDARD FORM 63 REVISED AUGUST 1967 GSA FPMR (41 CFR) 101-11.6

GPO : 1969—c48—16—80541-1 332-369

63-108

ELF
Wendson SS, Parcel C and
Entrance Road, Parcel 1.1

November 21, 1972

International Paper Company
Attention: Mr. Ray Green
P.O. Box 1079
Longview, Washington 98632

Gentlemen:

In accordance with the agreement between you and our Mr. R. E. Schaefer, we have prepared a warranty deed and access road easement to cover the acquisition of Tract C of the Wendson Substation Site and easement over the Entrance Road, Parcel 1.1. The deed was drawn, wherever applicable, the same as the instrument by which we obtained the original Wendson Substation Site, Parcel A and Entrance Road, Parcel 1.

If the enclosed deed and easement is satisfactory, please have it executed on behalf of the Company and the enclosed voucher certificate dated and signed and both instruments returned to this office. The copy of the deed is furnished for your records.

We appreciate your cooperation in this transaction and shall expect to receive the executed instruments in due course.

Sincerely,

Max L. McMillin
Head, Title Section
Branch of Land

3 Enclosures

cc:
Official File - ELA-10

EGudgel

Title Ord
8-11-72
dlw

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

OPTION SECURED REPORT

Tract No. Wendson SS Parcel C & Ent Rd p 1-1 Date 8-9-72

NAME International Paper Company

ADDRESS Longview, Washington

NAME

ADDRESS

LOCATION OF LAND Lane County, Oregon

Option secured: Remarks Deed in-lieu $200.00

VP 4/9/72

1. Was option read to grantors? Papers to be same as used on original acquisition.
2. With whom was copy of option left?
3. What date payment promised? None
4. What type of structures and guys and anchors were discussed? None
5. What stations were given for structure locations? None
6. Is domestic water supply involved? Comment: yes – part of system being built to serve substation and Daniel Hayman.
7. What was said relative to danger trees and clearing of right of way? —
8. When and where can grantors be seen? At Longview
9. What papers other than copy of option were left?

AUG 1972

For further comment use reverse side and refer to corresponding item by number.
Use reverse if option not secured.

R E Schaefer
LAND BUYER

BPA 397
Rev. Aug. 1963

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Windsor SSPC & AR-1.1 Date _____

NAME International Paper Co

ADDRESS

NAME

ADDRESS

LOCATION OF LAND

Option not secured: Remarks

7-31-72 Discussed need for Parcel C fee ~~acquisition~~ acquisition and AR-1.1 easement. No problem. Offered $ 200 for values and cost to company. BPA to prepare papers as deed-in-lieu. Doing business with Ray Green.

Tentative follow-up date _____

R E Schaefer
LAND BUYER

Complete reverse if option secured.

CERTIFICATE OF INSPECTION AND POSSESSION

Tract No. Wendson Substation Site Parcel C(Fee
Wendson Substation Site Entrance Road, Parcel 1.1

I, the undersigned, state and certify:

1. That on the 31st day of July, 1972, I made diligent inquiry of the owners and conducted a personal examination of that certain tract of land situated in the County of Lane, State of Oregon designated as Tract No. as above, Bonneville Power Administration, containing 0.18 acres, over which an easement is being acquired by the United States of America for the use of the Bonneville Power Administration, together with the acquisition in fee of Wendson Substation Site, Parcel C.

2. That I found no evidence of any labor having been performed or of any material having been furnished, placed, or used thereon, within the past six months in connection with the making of any repairs or improvements, except as follows: Survey stakes of the Bonneville Power Administration's Wendson Substation Site, Parcel C, and Wendson ~~transmission line~~ Substation Site Entrance Road, Parcel 1.1.

3. That the following are the only persons, firms, or corporations found to be in possession of said premises or any part thereof:

Owners in possession, doing business elsewhere;
BPA in possession by right of easement.

4. That International Paper Company
P.O. Box 1079
whose address is Longview, Washington 98632,

is reputed to be the owner of said land:

5. I further certify that, to the best of my knowledge and belief, based upon actual and diligent inquiry made, and from a physical inspection of the premises, except as disclosed and evidenced by the public records, there are no vested or accrued water rights for mining, agricultural, manufacturing or other purposes; that there are no ditches or canals constructed by or being used under authority of the United States; that there is no development nor are there any operations for the development of coal, oil, gas, or other minerals on said land; that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in the patent or patents heretofore issued by the United States of America for the land.

6. I further certify and state that, to the best of my knowledge and belief, there is outstanding no right whatsoever in anyone to the possession of a right, title, lien, or estate in or to said premises, except such as are disclosed and evidenced by the public records or by this certificate.

Dated at Portland, Oregon
this 9th day of August, 1972.

R E Hampton

TITLE: Realty Specialist
BONNEVILLE POWER ADMINISTRATION
Portland, Oregon

LAND BUYER'S PROGRESS REPORT

IN OFFICE

1. Tract No. Wenatchee 55 P & AR-1.1 Checked ✓
2. Owner's Name International Paper Company
   Address Longview, Washington
   Phone No. 423-3110 Checked ✓
   Name
   Address
   Phone No. Checked
3. Title Report 6/22/1969 Supplemental 7-14 Checked ✓
4. Legal Description Sec. 16 ; T 18S ; R 11E Checked ✓
5. Map No. 146252 Checked ✓
6. Map Colored - Tract - Access Roads - Danger Trees Checked ✓
7. Area of Easement to be acquired - L.A.H. .18 Ac. Checked ✓
8. Total Area of Property unknown Ac. Checked ✓
9. Area of Remainder " Ac. Checked ✓
10. Tower Information Available — Twrs. Checked —
11. Permission to Survey / / None Checked —

IN FIELD

12. Physical Inspection of Parcel Date 4-18-72

COMPLETION OF ASSIGNMENT

13. Delivered Summary of Appraisal to Raytheon $100.00 Date 7-31-72
    First Contact When Price Was Discussed Date 7-31-72
14. Explained Entry Rights to Grantor; Option Initialed Date —
15. Owner's Clearing Preference Statement in File Type —
16. Secured Title Information by Inquiry Date 7-31-72
17. Completed Form 391, with Addresses, Zip Codes Date 8-~~07~~-72
18. Completed Form 342 Date 8-9-72
19. Obtained Initials as Required on Option Date —
20. Spell Out Provisions for Release Not In Option; Plus Special Information to Closer Date —
21. Offer and Counteroffer, Listing all Contacts on Form 397 -- Completed Date —
22. Option Secured Deed-in-Lieu Copy to Owner —
23. Obtain and Complete Information Where Buildings Involved —

CASES GOING TO CONDEMNATION

24. Highest Offer $ Counter Offer $
25. List Owners, Contract Purchasers, Lessees, Life Estate and Mortgagees by Name, Spouse's Name, Addresses, Zip Codes
26. Complete Condemnation Inspection Report Date

ADDITIONAL DETAIL

BPA 342
Rev. 6-23-52

BONNEVILLE POWER ADMINISTRAT[redacted]

REPORT OF LAND BUYER TO TITLE SECTION ON INFORMATION FURNISHED BY OWNERS

Wendson Substation Site, Parcel C (Fee)
Wendson Substation Site Entrance Road, Parcel 1.1

TRACT NO.

1. Is Seller single or married? Corporation

2. Spouse's name? —

3. (If property is in Washington or Idaho.) Were Seller and present spouse married at time of acquiring property, and have they remained married to each other at all times since? —

4. (In Washington or Idaho) Is this community property? —

5. Is property occupied, by owner, or tenant? Owner in possession
Doing business elsewhere.

6. Term of tenancy: —

7. Is property being sold under contract, and if so, who is the purchaser?
No

8. List rights-of-way or easements crossing our survey, i.e., roads, power lines, telephone lines, irrigation ditches, etc., and owner if not owned by the owner of the fee.
BPA Trans. Lines

9. Remarks: (Other information of value to Title Section.) —

NOTE: Give addresses of all persons concerned where address does not otherwise appear in the file.

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

OPTION FOR ACCESS ROAD EASEMENT

Wendson Substation Site, Parcel C (Fee)

Tract No. Wendson Substation Site Entrance Road, Parcel 1.1

The undersigned, (whether one person or more than one person) for and in consideration of the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, hereby grants to the Bonneville Power Administrator (hereinafter called "the Administrator") the option to purchase in the name of the United States of America (hereinafter called "the Government"), for the sum of

Dollars ($), a

permanent easement and right of way for the construction, use and maintenance of a road ~~approximately 14 feet in width with such additional widths as are necessary to provide for cuts, fills and turn-outs and for curves at angle points~~ over and across the lands of the undersigned in that part of the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, described as follows:

> Commencing at the east quarter corner of Section 16. This corner is evidenced by a sandstone corner monument. Thence N. 39° 05' 10" W., 816.0 feet to the most easterly northeast corner of the Wendson Substation Site Parcel A. Thence N. 70° 27' 50" W., along the northerly line of said Parcel A 414.5 feet to the southeast corner of the Wendson Substation Site North Corridor. Thence N. 12° 53' 20" E., along the easterly line of said North Corridor 4.0 feet to its intersection with the northerly right-of-way line of the Wendson Substation Site Entrance Road Parcel 1, which is also the true point of beginning of this description. Thence continuing N. 12° 53' 20" E., along said easterly line 46.6 feet. Thence S. 65° 47' 00" E., 32.4 feet. Thence S. 79° 53' 50" E., 86.8 feet to a point on the said northerly right-of-way line. Thence S. 82° 21' 00" W., along said northerly right-of-way line 126.5 feet to the point of beginning.

Wendson Substation Site, Parcel C. (Fee)

Also, the unencumbered fee title to Wendson Substation Site, Parcel C, described as follows:

> All that portion of the SE¼NE¼, Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, lying northwest of Wendson Substation, North Corridor, as described in deed dated June 19, 1970, recorded June 29, 1970, in reel 485, Recorder's File No. 10832, deed records of said county.

~~The location of the centerline of the said road right of way is as now located and staked on the ground or approximately located as delineated on the map prepared by the United States Department of the Interior, Bonneville Power Administration, Serial No.~~

~~Road No.~~

~~to which reference is hereby made~~

The easement and right of way will be granted for the following purposes, namely: the right to enter and to clear of timber and brush, (title to which shall vest in the Government at the date of acceptance of this option); the right to grade, level, cut, fill, drain, build, surface, maintain, repair, and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary; and the right to use said road on, over and across the land embraced within said right of way.

The undersigned will retain the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the Government, its employees, contractors, or assigns.

It is understood and agreed that if said road is damaged by the Government, its employees, contractors, or assigns, the Government, subject to the availability of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that the undersigned may erect or maintain fences across said road, provided adequate gates of not less than 16 feet in width are installed, which may be kept locked provided the Administrator is also permitted to install his own lock thereon.

Option for Access Road (Continued)

Upon notification by the Administrator to the undersigned at the above address of his acceptance of this Option the Government, its employees, contractors, or assigns, may enter into immediate possession and occupancy of said right of way for the purposes of the easement to be conveyed by the undersigned. Cure shall be exercised, however, in regard to the protection of adjoining land and crops and in regard to the maintenance of all existing structures, including fences for stock.

If the Administrator shall accept this option, he shall have a reasonable time to examine and approve title to the land affected and to prepare a conveyancy of the easement for road right of way, as herein provided for. The undersigned agrees that at such time as the Administrator may name thereafter, the undersigned shall execute and deliver to the Administrator a properly executed instrument of conveyance containing covenants of warranties whereby the above described easement is conveyed to the Government free from encumbrances, including current or past due taxes; provided, that the Government shall pay inspection and recording costs incidental to the release or subordination of mortgages or similar security in respect to the easement rights to be acquired, and shall pay the recording costs of said instrument of conveyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of internal revenue stamps, will be paid upon the delivery and recordation of such conveyance. The abstract or certificate of title required in this transaction will be furnished by the Government at its expense.

It is further agreed that in the event the Administrator determines for any reason to acquire title to the above described easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned for said easement and the award to be made therefor in said proceedings shall be the amount of the purchase price herein agreed upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement.

It is further understood and agreed that the purchase price named herein shall be accepted by the undersigned as full compensation for all damages incidental to the exercise of said easement rights.

No verbal agreements, express or implied, not specifically made a part of this agreement shall be binding upon either party hereto.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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 therefrom unless it be made with a corporation for its general benefit.

This agreement shall be binding upon, and the rights herein reserved shall inure to the benefit of, the heirs, administrators, executors, successors or assigns of the undersigned.

Dated this day of 196

WITNESS:
ATTEST:

INTERNATIONAL PAPER COMPANY

By:

PAYMENT APPROVED: $

APR 17 1972

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation Site

PARCEL NO. C

TO: BRANCH OF LAND

WORK ORDER 134-24

FROM: BRANCH OF TRANSMISSION DESIGN

DATE Apr . 1972

The acquisition of appropriate land rights as described below is hereby requested.

OWNER

International Paper Company (Long Bell Division)

STATE	COUNTY	SEC	TWP	RGE	M
Oregon	Lane	16	18S	11W	WM

DESCRIPTION 146252 DTM-D Revision 10

SURVEY STATION	TO SURVEY STATION	LENGTH ALONG SURVEY LINE

RIGHT OF WAY WIDTH	ACRES	NO. OF LINE(S) OF STRUCTURES TO BE ERECTED ON THIS RIGHT OF WAY
	0.18	

PURPOSE:

REMARKS

Prepared by:RCGudmestad:cs

Verified by: RCG 4-7-72

Checked by: BGJ 4-7-72

M. Marjerrison
CHIEF, BRANCH OF TRANSMISSION DESIGN

By: Vern S. Williams

BPA 390 Rev. Mar. 1969

Wendson Substation Site, Parcel C

All that portion of the SE¼NE¼ of sec. 16, T. 18 S., R. 11 W., W.M., Lane County Oregin, lying northwest of Wendson Substation,North Corridor, as described in deed dated June 19, 1970, recorded June 29, 1970, in reel 485, Recorder's No. 10832.

Wendson Substation Site, Parcel C

BPA 390
Rev. 2-1-51

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

LAND ACQUISITION REQUEST

TRACT NO. Wendson Substation South Corridor

~~PARCEL NO.~~

TO: CHIEF OF LAND SECTION

DATE August 25, 1959

FROM: CHIEF OF TRANSMISSION DESIGN SECTION

The acquisition of ~~tract~~ easement on appropriate standard BPA Form is hereby requested as described below, and ycu are hereby authorized to acquire same.

OWNER~~S~~: W. C. & W. H. Waite

STATE: Oregon COUNTY: Lane SEC: 21 TWP: 18S RGE: 11W W. M.

DESCRIPTION: The property is described in the attached description.

~~SURVEY STATION:~~ ~~TO SURVEY STATION:~~

~~LENGTH ALONG CENTER LINE RIGHT OF WAY~~

~~RIGHT OF WAY WIDTH~~

ACRES: 10.6, more or less

PURPOSE: Right of way for the Wendson Substation South Corridor.

AUTHORITY: W.O. 167-11

REMARKS:

VOID
SUPERSEDED BY
REVISED REQUEST
DATED 11-6-59

for F. W. Farr, Chief of Transmission Design Section

Wendson Substation
South Corridor W. C. & W. H. Waite 18S-11W-21

A parcel of land in Government Lots 5 and 7 of Section 21, Township 18 South, Range 11 West of the Willamette Meridian, Lane County, Oregon, more particularly described as follows: Commencing at a point on the southeasterly boundary line of the right of way for Primary State Highway No. 36 in Government Lot 4 of Section 21, Township 18 South, Range 11 West, Willamette Meridian, said point being S. 81°51'40" W. a distance of 4101.4 feet from the northeast corner of said Section 21; thence northeasterly along said highway right of way a distance of 484.1 feet; thence S. 7°50'10" E. a distance of 1037.7 feet to the true point of beginning; thence S. 82°09'50" W. a distance of 650 feet; thence S. 7°50'10" E. to the Siuslaw River; thence northeasterly along said River to a point which bears S. 7°50'10" E from the true point of beginning; thence N. 7°50'10" W. to the true point of beginning.

Prepared by: WVRamis:gh Checked by: 8-22-57

Accession
305-78-0023

LOC 133225

Box
59

ACC # 305-81-0029

TRACT ID NTE 50 SPACES

BOX # 59

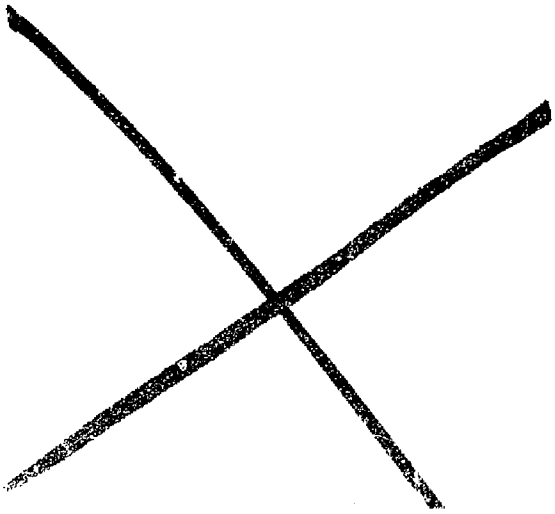
WEND-55

KF NONE

WATTE WH FLAG

NAME

BIA OFFICIAL RECORD FILE
RETURN TO
M&F LAND FILES



May 20, 1968

EDTC

Mr. John E. Esch
P. O. Box 65
Florence, Oregon 97439

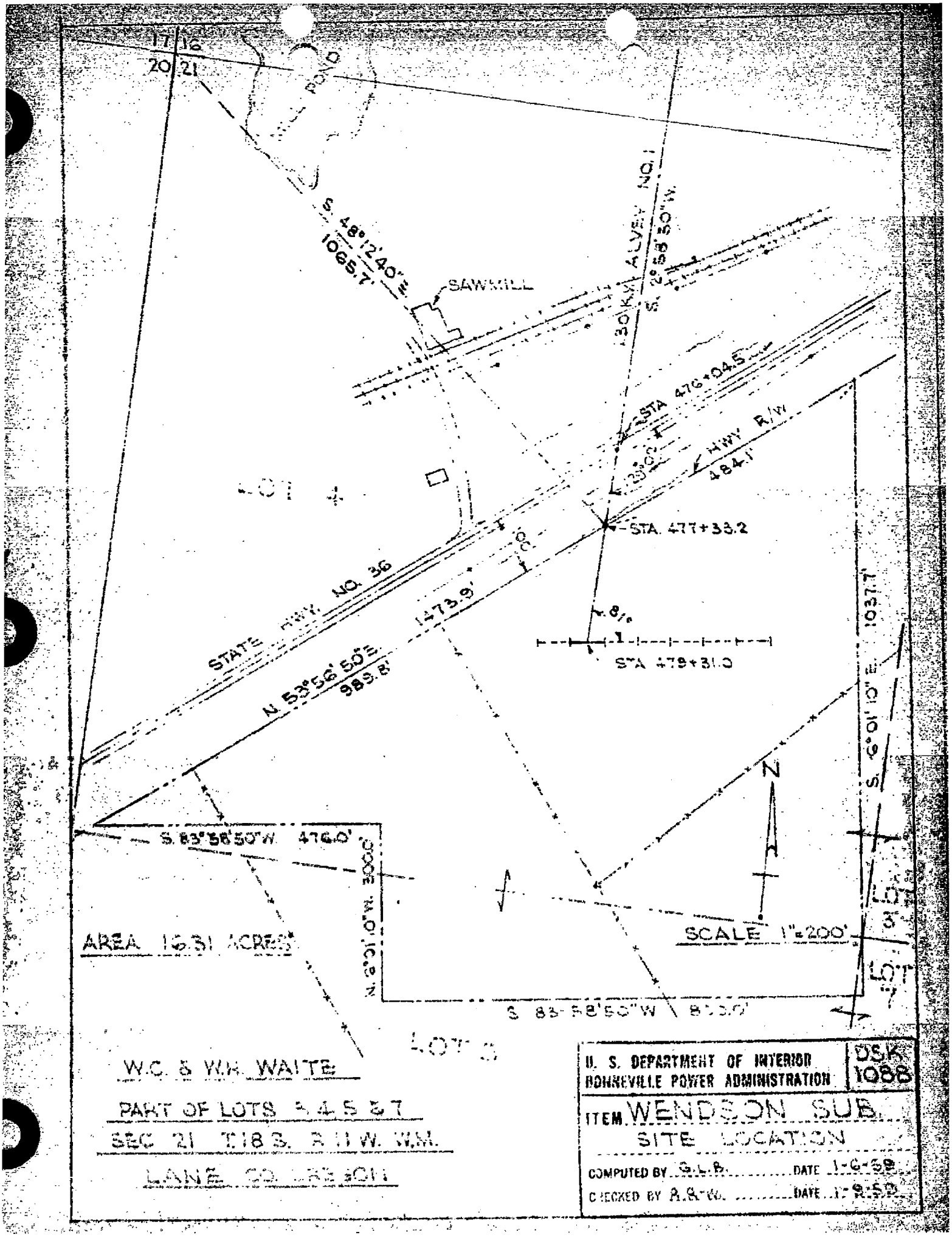
Dear Mr. Esch:

We have your letter of May 14 to Mr. Vern S. Williams of the Transmission Design Section.

We appreciate your offer to waste excavated material on your tracts near Wendson Substation site, but we cannot specify that the grading contract places waste material on your tracts. We would not object to a private agreement between you and the contractor for disposal of waste material, if any is available, but the Government would not be responsible for such an agreement in any way.

Sincerely yours,

John V. Mulcahy
Chief, Branch of Land


17
16
20
21
POND
S. 48°12'40" E.
1065.7'
SAWMILL
30 K.V. ALVEY NO. 1
S. 2°58'50" W.
STA 476+04.5
HWY R/W
484.1'
STA. 477+38.2
LOT 4
STATE HWY. NO. 36
N. 53°56'50" E.
989.8'
1473.9'
STA 479+31.0
S. 6°01'10" E. 1037.7'
S. 83°58'50" W. 474.0'
N. 6°01'0" W. 300.0'
AREA 16.31 ACRES
SCALE 1"=200'
S. 83°58'50" W. 870.0'
LOT 3
W.C. & W.R. WAITE
PART OF LOTS 3, 4, 5 & 7
SEC. 21 T. 18 S. R. 1 W. W.M.
LANE CO. OREGON
U. S. DEPARTMENT OF INTERIOR
BONNEVILLE POWER ADMINISTRATION
DSK 1088
ITEM WENDSON SUB.
SITE LOCATION
COMPUTED BY G.L.B. DATE 1-6-58
CHECKED BY A.B.W. DATE 1-9-58

Sutton,Crystal E - TRT

From: Martin-Owen,Ranee N - TRT
Sent: Monday, May 23, 2005 6:31 AM
To: Sutton,Crystal E - TRT; DeJesus,Marsha - TRT
Subject: RE: scan

No fiche

From: Sutton,Crystal E - TRT
Sent: Monday, May 23, 2005 6:28 AM
To: DeJesus,Marsha - TRT; Martin-Owen,Ranee N - TRT
Subject: scan

ok...one more...is there no fishe at all for WEND-T-1-A-P1 ?? (canc)

fyi

Case No.	Case Type	Case Stat	Contact Name	Tract ID
19860231	LUAG	EX	LANE C[illegible]R	WEND-SAR-P
19890002	LUAG	A	REMBERT EDWARD	WEND-SAR-P1
19920845	DFEE	N	COAST MARINA & RV PARK	WEND-SAR-P1
[redacted]	DFEE	N	BROCKMAN KEN	WEND-SAR-P1
19930755	LUAG	EX	WILLS SCOTT	WEND-SAR-P1
19970282	DEGF	EX	SCOTT TBR	WEND-SAR-P1
19980362	LUAG	N	SHELTON RON	WEND-SAR-P1
20000606	LUAG	A	LANE COUNTY PUBLIC WORKS OPEN	WEND-SAR-P1
[redacted]	LUAG	EX	LANE CO ENGR	WEND-SAR-P1.1
[redacted]	LUAG	A	REMBERT EDWARD	WEND-SAR-P1.1
[redacted]	DFEE	N	COAST MARINA & RV PARK	WEND-SAR-P1.1
[redacted]	DFEE	N	BROCKMAN KEN	WEND-SAR-P1.1
[redacted]	LUAG	EX	WILLS SCOTT	WEND-SAR-P1.1
[redacted]	DEGF	EX	SCOTT TBR	WEND-SAR-P1.1
[redacted]	LUAG	N	SHELTON RON	WEND-SAR-P1.1
[redacted]	LUAG	A	LANE COUNTY PUBLIC WORKS	WEND-SAR-P1.1
[redacted]	LUAG	EX	LANE CO ENGR	WEND-SAR-P2
[redacted]	LUAG	A	REMBERT EDWARD	WEND-SAR-P2
[redacted]	LUAG	EX	WILLS SCOTT	WEND-SAR-P2
[redacted]	DEGF	EX	SCOTT TBR	WEND-SAR-P2
[redacted]	LUAG	N	SHELTON RON	WEND-SAR-P2
[redacted]	LUAG	A	LANE COUNTY PUBLIC WORKS	WEND-SAR-P2
[redacted]	LUAG	EX	LANE CO ENGR	WEND-SAR-P2A
[redacted]	LUAG	A	REMBERT EDWARD	WEND-SAR-P2A
[redacted]	LUAG	N	SHELTON RON	WEND-SAR-P2A
[redacted]	LUAG	A	LANE COUNTY PUBLIC WORKS	WEND-SAR-P2A
[redacted]	LUAG	EX	LANE CO ENGR	WEND-SAR-P2B
[redacted]	LUAG	N	SHELTON RON	WEND-SAR-P2B
[redacted]	LUAG	EX	WILLS SCOTT	WEND-SS
19720239	LUAG	C	HAYMAN DANIEL H	WEND-SS-NC
19870150	DEGF	PD	MID RIVER CORP	WEND-SS-NC
19920281	UTIL	N	WENDSON SS	WEND-SS-NC
19960090	TIMB	EX	GARY FOGLIO TRUCKING	WEND-SS-NC
[redacted]	DEGF	EX	SCOTT TBR	WEND-SS-NC
[redacted]	LUAG	A	LANE COUNTY PUBLIC WORKS	WEND-SS-NC
20020470	INFO	N	ST OF OREGON DEPT OF FORESTRY	WEND-SS-NC
[redacted]	INFO	N	HOLLEN DEBBIE	WEND-SS-NC
[redacted]	UTIL	N	WENDSON SS	WEND-SS-PA
[redacted]	DFEE	N	COAST MARINA & RV PARK	WEND-SS-PA
[redacted]	DFEE	N	BROCKMAN KEN	WEND-SS-PA
[redacted]	TIMB	EX	GARY FOGLIO TRUCKING	WEND-SS-PA
[redacted]	DEGF	EX	SCOTT TBR	WEND-SS-PA
20020013	DEFB	D	CENTRAL LINCOLN PUD	WEND-SS-PA
20020310	LEAS	A	PREFERRED CONNECTIONS INC NW	WEND-SS-PA
[redacted]	LEAS	A	FIBER SOUTH CONSORTIUM, MILO MEE	WEND-SS-PA
[redacted]	INFO	N	ST OF OREGON DEPT OF FORESTRY	WEND-SS-PA
[redacted]	INFO	N	HOLLEN DEBBIE	WEND-SS-PA
[redacted]	LUAG	C	HAYMAN DANIEL H	WEND-SS-PB
[redacted]	DEGF	PD	MID RIVER CORP	WEND-SS-PB
[redacted]	UTIL	N	WENDSON SS	WEND-SS-PB
[redacted]	TIMB	EX	GARY FOGLIO TRUCKING	WEND-SS-PB
[redacted]	LUAG	A	LANE COUNTY PUBLIC WORKS	WEND-SS-PB

Case No.	Case Type	Case Stat	Contact Name	Tract ID
[redacted]	DEFB	D	CENTRAL OLN PUD	WEND-SS-PE
[redacted]	LEAS	A	PREFERRED CONNECTIONS INC NW	WEND-SS-PB
[redacted]	LEAS	A	FIBER SOUTH CONSORTIUM, MILO MEE	WEND-SS-PB
[redacted]	INFO	N	ST OF OREGON DEPT OF FORESTRY	WEND-SS-PB
[redacted]	INFO	N	HOLLEN DEBBIE	WEND-SS-PB
20030066	LUAG	A	CENTRAL LINCOLN PUD	WEND-SS-PB
[redacted]	LUAG	A	BECK RON	WEND-SS-PB
[redacted]	LUAG	C	HAYMAN DANIEL H	WEND-SS-PC
[redacted]	DEGF	PD	MID RIVER CORP	WEND-SS-PC
[redacted]	UTIL	N	WENDSON SS	WEND-SS-PC
[redacted]	INFO	N	ST OF OREGON DEPT OF FORESTRY	WEND-SS-PC
[redacted]	INFO	N	HOLLEN DEBBIE	WEND-SS-PC

WEND-SAR- P1, P1.1
P2, P2A, P2B
K#86078 (CANC 6/30/86)
LUAG
LANE CO

FEB 5 1987

19860231

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
LAND BRANCH

TO: Land Register Clerk Date: NOV 5 1986

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files, Land Branch.

Tract Number:
Wendson Substation Site Entrance Road, Parcels 1, 1.1, 2, 2A, and 2B

County and State: Lane County, Oregon

Grantor: BPA

Grantee: Lane County

LAND USE No.: 86078

Date of instrument: Issued 2-27-86; accepted 3-3-86

Rights or privileges conveyed: Letter Agreement for emergency use of above entrance road to accommodate residents' access to their homes while County repairs washed out road; letter agreement terminated June 30, 1986.

Kaye Lewis
KLewis
Realty Specialist

KLewis:jd

WEND-5AR-P1 T3
P1.1 T2
P2 T2
P2A T2
P2B T2

To: Land Files, Land Branch

The Land Branch has completed work on the above case. Please prepare

1. Index cards(s)
2. Permanent folder(s)
3. Cross reference, as necessary

12/3/86
Land Register Clerk

VSR 12-10-86

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

FEB 27 1986

In reply refer to: EVLS

Wendson Substation Site Entrance Road, Parcels 1, 1.1, 2, 2A, and 2B
LAND USE No. 86078

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Ollie Snowden
Lane County Engineer
3040 North Delta Highway
Eugene, OR 97401

Dear Mr. Snowden:

You recently requested permission for the property owners living southerly of the Bonneville Power Administration's (BPA) Wendson Substation Site to use the entrance road to the substation site on a temporary basis. As you explained, the County road has washed out, and the residents have been left without access to their homes. The location of the substation site entrance road is in portions of Lot 6 ($SW\frac{1}{4}NW\frac{1}{4}$) of Section 15 and the $SE\frac{1}{4}NE\frac{1}{4}$ and Lot 1 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, as shown by heavy black line on the enclosed segment of BPA Drawing No. 146252.

BPA acquired permission to use the portion of the entrance road over the railroad property from the Southern Pacific Transportation Company by instrument entitled Private Road Crossing Tracks at Grade, dated May 18, 1971, BPA Contract No. 14-03-19749. This permission allowed BPA "to use and maintain an existing access road encroachment on the railroad right-of-way and to use and maintain an existing access road crossing over Railroad tracks. . . . for entrance to the Wendson Substation . . . ." Also included in the permit is the condition that BPA ". . . shall not permit said crossing to be used by the public . . . it being expressly understood and agreed that said crossing is a private one and is not intended for public use." Further, BPA "shall not assign or transfer this agreement in whole or in part without the written consent of Railroad first had and obtained." We, therefore, do not have the right to grant others the use of the road over the Railroad property. Our only interest in this is that BPA's rights are not compromised.

Please be advised that our issuance of this letter agreement is contingent on the County obtaining approval from the Southern Pacific Transportation Company for that portion of the entrance road on railroad property. It will also be necessary for the County to obtain approval from the legal owners of the property over which the remaining portions of the entrance road cross for which BPA holds only easement rights.

We understand that it will take two months to repair and make the County road usable. As you stated in a recent telephone conversation with Kaye Lewis of this office, the County cannot immediately commence the road repair work due to prevailing weather conditions. To allow the County sufficient time to complete the road repair work, the termination date of this letter agreement will be June 30, 1986.

Insofar as BPA's interests are concerned, we have no objection to your use of the entrance road subject to the stipulations set out in paragraph 3 and subject also to the following conditions:

1. It is understood and agreed that the County shall be responsible for placing its lock on the existing gate, and the County and/or property owners shall be responsible for locking the gate. If at any time the gate is left unlocked, then BPA will remove the County's lock, and this agreement will be terminated.

2. Any damage to the entrance road resulting from the County and/or property owners' use of the entrance road shall be repaired promptly at the expense of the County.

3. The County and/or property owners' use of the entrance road shall not interfere with BPA's use of the entrance road for access to its Wendson Substation Site, and the substation site entrance road shall not be blocked at any time.

4. The use of the entrance road by the County and/or property owners shall be for private use only for access to the residents' property and shall not be used for commercial/logging purposes or parking.

You, of course, will have to assume all risk of loss, damage, or injury which may result from the County and/or property owners' use of the entrance road, except for such loss, damage, or injury as BPA may be responsible for 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 County and/or property owners' use of the entrance road may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by the County.

This letter agreement will become effective upon your returning it with your approving signature to the Bonneville Power Administration, P.O. Box 3621 - EVLS, Portland, Oregon 97208. The copy is for you to retain for your records.

2/27/86

2/3

If you have any questions or concerns, please notify us. You may direct any communication to this office at the above address or by telephoning Kaye Lewis at (503) 230-3250.

Sincerely,

Renee M. Ferrera

Renee M. Ferrera
Acting Chief
Title and Land Management Section

The above letter agreement is accepted and its terms agreed to on this 7th day of March, 1986.

By _____
Lane County

Title County Administrator

Enclosure

cc:
Mr. G.A. Greblo
Superintendent
Room 251-N Union Station
800 Northwest Sixth Avenue
Portland, OR 97209

3/7/86.

3/7/86
3/3

END ENTRANCE ROAD ON RR PROPERTY
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1
PARCEL A
PARCEL B
PARCEL 2A
PARCEL 2B
SE NE
LOT 1
LOT 6
NORTH-SOUTH BASE LINE
WENDSON LOOP
SOUTHERN PACIFIC RR CO
STATE PRIMARY HWY
SIUSLAW
RIVER
Lot 6 (SW¼NW¼) Section 15
SE¼NE¼ & Lot 1, Section 16
T. 18 S., R. 11 W., W.M.
Lane County, Oregon
LAND USE No. 86078
Segment
WENDSON SUBSTATION SITE
AND ENTRANCE ROAD
146252
Attm't 2/27/86

CHECK LIST - LAND MANAGEMENT UNIT

APPLICANT:

Lane County

APPLICATION FOR:

Use of Wendson SS Entrance Road, P 2A -- emergency use only for residents to use pending repair of County road which washed out.

LINES

HANGING MAP NO(S):

SSS hanging maps 0-2

MAP SERIAL NO.	ORDERED	RECEIVED
146252	already had	

TRACT NOS.:

Wendson Substation Site Entrance Road, Parcel 2A

and Pa. 1, 1.1, + 2. 2B

TRACT FILE	ORDERED	RECEIVED

BPA HAS [ ] EASEMENT [ ] FEE

[✓] OTHER (SPECIFIY)

PERMITS GRANTED:

None.

RIGHTS GIVEN OR RETAINED:

RIGHT	RECORDING DATA
Rights granted by Southern Pacific Transportation Co. for use & maintenance of existing u/r encroaching on RR r/w & for xing RR tracks, under Cont. #19749, dtd 5-18-71	

INSTRUMENT ISSUED BY LMU

PRELIMINARY CARD AND TEMPORARY FILE UPDATED

TYPE: Letter Agreement

DATE _____ INITIALS _____

DATE: 2-27-86 NO. (IF ANY) 86078

CROSS REFERENCE CARDS

REQUESTED (DATE)	DONE (DATE)
2-14-86	11-5-86

Bonneville Power Administration
U.S. Department of Energy

BPA

DATE October 31, 1986

In reply refer to OPD

UNITED STATES GOVERNMENT

Memorandum

TO June Swanson - EVLS
Realty Specialist, Land Management Unit

FROM C.W. Spiker - OPD M L McNally for
Asst. Area Manager for Operations and Maintenance

SUBJECT Wendson Substation Access Road

As you requested, we inquired into the condition of the access road at Wendson Substation, following it's use by others under permit to Lane County. I have been assured that the road was restored to better than original condition, and is entirely satisfactory. The Lane County use of the road ceased on June 30,1986, and their lock was removed from the access road gate also on tha date. Prior to June 30, 1986, Lane County hauled several loads of "3/4 minus" rock onto the lower portion of the road, and rolled it thoroughly. No damage was done to the upper, paved, section of the road.

cc file OPD
M.McNally- OPO

M.McNally:OPO:4565

RECEIVED
TITLE & LAND
MANAGEMENT SECTION

Wendson SSS Entrance Road, Parcel 2A kl

PS Form 3811, July 1983

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.

2. ☒ Restricted Delivery.

3. Article Addressed to:

Mr. Ollie Snowden
Lane County Engineer
3040 North Delta Highway
Eugene, OR 97401

4. Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P 617 624 774

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee

X Ollie Snowden

6. Signature – Agent

X

7. Date of Delivery

3-3-86

8. Addressee's Address *(ONLY if requested and fee paid)*

DOMESTIC RETURN R

And Use No. 95072

Lane County

October 23, 1986

Marie Richardson
Chief, Land Management Unit
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

RE: Wendson Substation Site Entrance Road

Dear Ms. Richardson:

Reconstruction work on Bernhardt Heights Road has been completed. Neither Lane County nor the local property owners require use of the Substation Road at this time. The gate to the substation road has been closed to prevent public access since June. I apologize for my oversight in not notifying you sooner.

I would like to take this opportunity to thank both you and Mr. Greblo of Southern Pacific for your attention to this issue and the quickness with which you responded. Without your timely grant of access, a difficult situation for the property owners could have continued for an extended period.

I hope we will not need to use the substation road again. However, due to the nature of Bernhardt Heights Road, it is possible that further sliding may occur. If that does happen, Lane County may again have to request a right-of-access for the substation road. Based on our experience with the most recent slide and road closure, though, I am confident that any future emergency can be handled in the same swift and cooperative manner as this past one.

Sincerely,

Oliver P. Snowden
County Engineer

cc: Mr. G.A. Greblo

RECEIVED
OCT 27 1986
TITLE & LAND
MANAGEMENT SECTION

OCT 1 1986

EVLS

Wendson Substation Site Entrance Road,
Parcels 1, 1.1, 2, 2A, and 2B
LAND USE No. 86078

Mr. Ollie Snowden
Lane County Engineer
3040 North Delta Highway
Eugene, OR 97401

Dear Mr. Snowden:

On February 27, 1986, we sent you a Land Use Agreement stating that insofar as the Bonneville Power Administration's (BPA) interests were concerned we had no objection to your use of the property owners' (south of the substation site) use of the Wendson Substation entrance road until June 30, 1986. A copy of this letter is enclosed for your ready reference.

When the signed agreement was returned to this office transmitted by your letter dated March 10, 1986 (copy enclosed), you stated that you would notify us upon completion of your work.

Since it is now beyond the termination date of this agreement and we have not heard from you, we assume that you or the property owners are no longer using this road. If this is not the case, please let us know.

However, if we do not hear from you within 30 days from the date of this letter, we will close the file on this transaction.

Please contact Kaye Lewis of this office, telephone number 230-3249, if you wish to discuss this matter.

Sincerely,

Marie H. Richardson

Marie H. Richardson
Chief, Land Management Unit

2 Enclosures

cc:
Mr. G.A. Greblo
Superintendent
Room 251-N Union Station
800 Northwest Sixth Avenue
Portland, OR 97209

JESwanson:jd:3247 (WP-EVLS-5001V)

J. Kohn (Aerial Patrol) - OC
M. Johns - ETJ
Official File - EVLR

M. McNally - OPO
D. Kittrell - OPON
W. Stupfel - OPT

bcc:
E. Wirtz - ENO
C. Spiker - OPD
L. Sutton - OPG

ROUTING AND TRANSMITTAL SLIP Date OCT 17 1986

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. C. Spiker – OPD		
2.		
3.		
4.		
5.		

✓	Action		File		Note and Return
	Approval		For Clearance		Per Conversation
	As Requested		For Correction		Prepare Reply
	Circulate	✓	For Your Information		See Me
✓	Comment	✓	Investigate		Signature
	Coordination		Justify		

REMARKS

Please have the Hendson SS Entrance Road checked to see if any damage has been done, (See Item 2 on Page 2 of LUA # 86078 attached to letter to Lane Co.) and then let me know so that I can close this case.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)
June Swanson
10-6-86

Room No.—Bldg. EVLS
Phone No. X 3250

M 41 (Rev. 7-76)
-11.206

Joe Johnson said road no longer being used.

June

EVLS - Kaye

Lane County

March 10, 1986

Renee M. Ferrera
Bonneville Power Administration
P.O. Box 3621-EVLS
Portland, Oregon 97208

RE: Wendson Substation Site Entrance Road Lane Use No. 86078

Dear Ms. Ferrera:

Enclosed is one copy of the executed letter agreement permitting Lane County use of BPA Wendson Substation Road. The County will begin repairs to Bernhardt Heights Road just as soon as weather and soil conditions permit. I will notify you upon completion of our work.

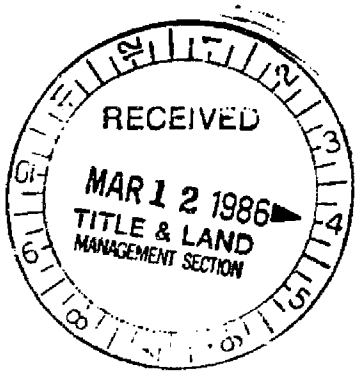
Thank you for your cooperation in this matter.

Sincerely,

Oliver P. Snowden

Oliver P. Snowden
County Engineer

OPS:ss



Southern Pacific Transportation Company

Room 251-N Union Station • 800 Northwest Sixth Avenue • Portland, Oregon 97209

G. A. GREBLO
SUPERINTENDENT
R. I. MEISO
ASSISTANT SUPERINTENDENT
L. M. LAWSON
DIVISION MECHANICAL OFFICER
J. K. YOUNG
REGIONAL ENGINEER

February 25, 1986

IN REPLY PLEASE REFER TO
L-166484-Wendson
CO-714.22-X

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

RE: Sections 15 & 16, Twp. 18S, Rge. 11W,
W.M. Tract No. WEND-3S-AR-P.2

Gentlemen:

Referring to recent conversation, with your office, concerning use of your private roadway crossing at Milepost CO-714.22-X, Wendson, Oregon, on our Coos Bay Branch, by several homeowners due to County Road being closed.

Railroad will allow these homeowners to use your crossing so access is available to their property for a period of 90-days from date of this letter. This, should allow Lane County sufficient time to make repairs.

This is a goodwill gesture as Railroad is not obligated to do this per the agreement.

Youre truly,

R. L. Jones

cc: Mr. Ollie Snowden, Engineer
Lane County
3040 N. Delta Highway
Eugene, OR. 97401

RLJ/nlg

2-25-86

Advised Dave Littrell - OPOM, that our temp letter permit went out to Lane County yesterday. Dave will send me copies of the newspaper articles that he has re this matter.

Also called Ladd Sutton (OPY); he is out of office til this afternoon. Left message that the Lane County letter went out yesterday

KL

2-27-86

Talked w/ Mack McNally (4565) as to why we have a locked gate to the Wendson SS & if we could have the gate open during the time of the temporary letter agreement.

Mack advised that the primary reason for the lock was for the security of the SS and also for protection to the railroad property.

Apparently the road is fragile due to rocks falling off the hillside and blocking the road. We did not want the general public using the road because of the possibility of being injured by falling rocks or causing any problems to us or the railroad property.

Mack thought we should continue to have the gate locked.

kl

Left message w/ Ollie Snowden & Chuck Spiker that our letter agreement is being mailed out this p.m. Dave Kittrell was not in.

2-26-86

Discussed my letter to Lane county w/Elmer.

She thought we should clarify w/the county how much of the entrance road it would be using. I called Ollie Snowden who advised that they also wanted to use the entrance road that left the L.F. property and ran westerly to the SIS where it connected w/an old logging road.

2-27-86

I contacted Bob Bourn (5010) in 83 & Control Eng. (Elmer Wirty was out of office today) as to any specific ~~&~~ conditions they might want in the permit to Lane County. Bob suggested that we include "BPA can revoke this permit for any reason at any time with an 8-hour notice". He also mentioned the need of the residents to get oil delivered ~~the~~ to their homes for heating purposes. He agreed w/the other 4 conditions in the permit. As to "revoking" clause as set out above, it was Bob's feeling that there should be a time frame in Cond. #1, i.e., that the agreement would be terminated upon so many hours (8, 12, 24) notice. He also stated that if we had a problem w/this he did not care if it was not included.

- bl

Southern Pacific Transportation Company

Room 251-N Union Station • 800 Northwest Sixth Avenue • Portland, Oregon 97209

G. A. GREBLO
SUPERINTENDENT
R. I. HELBO
ASSISTANT SUPERINTENDENT
L. M. LAWSON
DIVISION MECHANICAL OFFICER
J. K. YOUNG
REGIONAL ENGINEER

February 25, 1986

IN REPLY PLEASE REFER TO
L-166484-Wendson
CO-714.22-X

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

RE: Sections 15 & 16, Twp. 18S, Rge. 11W,
W.M. Tract No. WEND-SS-AR-P.2

Gentlemen:

Referring to recent conversation, with your office, concerning use of your private roadway crossing at Milepost CO-714.22-X, Wendson, Oregon, on our Coos Bay Branch, by several homeowners due to County Road being closed.

Railroad will allow these homeowners to use your crossing so access is available to their property for a period of 90-days from date of this letter. This, should allow Lane County sufficient time to make repairs.

This is a goodwill gesture as Railroad is not obligated to do this per the agreement.

Yours truly,

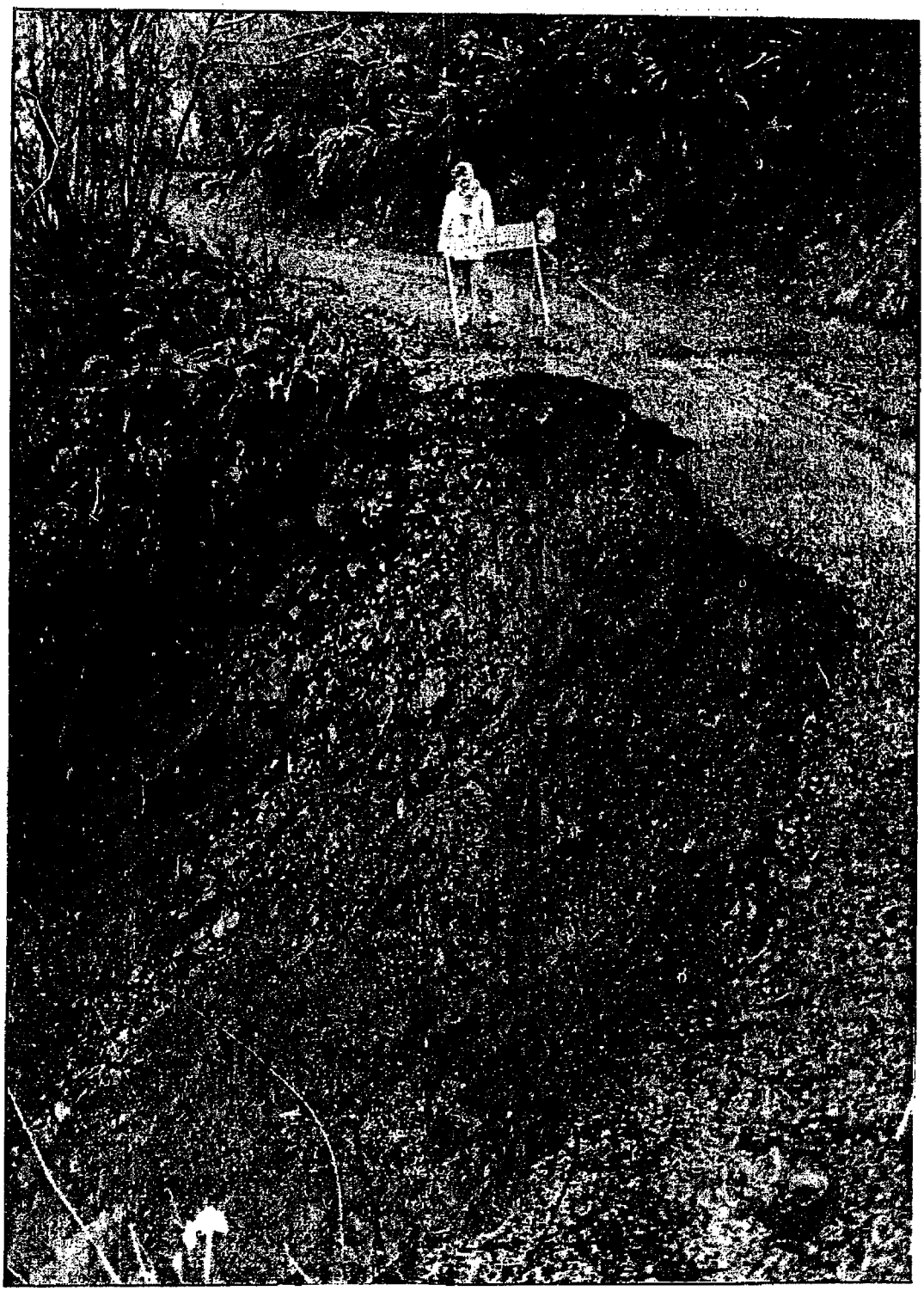
R A Trebb

cc: Mr. Ollie Snowden, Engineer
Lane County
3040 N. Delta Highway
Eugene, OR. 97401

RLJ/nlg

RECEIVED
FEB 27 1986
TITLE & LAND
MANAGEMENT SECTION

Hillsiae washout leaves fa



Bernhardt Heights resident Nancy Gray surveys the washout that has nearly stranded several families on a hill east of Florence.

RECEIVED
FEB 25 1986
TITLE & LAND
MANAGEMENT SECTION

FEBRUARY
COUPON SPECIAL
BORDERLESS 8"x10"
COLOR ENLARGEMENT
$1 99

There are a
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Residents seek access to BPA road

By GREG BOLT
Of The Siuslaw News

Residents of the Bernhardt Heights area were left almost stranded last week when heavy rains washed out a section of the only road leading to several homes perched on a hilltop overlooking the Siuslaw River.

Tom and Nancy Gray, who live on the hilltop along with about four other families, said the road was there when they drove into town Tuesday night (Feb. 11) after a particularly heavy downpour. About an hour later, a substantial part of it was missing.

The rain washed out a section of road about 10 yards long near the top of the long, steep road leading to their home, leaving behind a narrow path about a half of a lane wide. What's left of the road sits at the top of a near-vertical debris slide created when the part of the road that isn't there anymore went tumbling down a 900-foot cliff.

"It just slid away," said Tom Gray.

What remains of the road is just barely wide enough for a small car, driven by someone not afraid of heights, to negotiate. But there is very little keeping that piece of road in place and few Bernhardt Heights residents are willing to take the chance.

Instead, the Grays and other hilltop residents have taken to either staying home, or parking their cars at the bottom of the road and walking up and down the hill. That means a good half-mile walk on a very steep road in less than ideal weather conditions carrying groceries or packages or other encumbrances, sometimes in the dark.

The slide also left the area cut off from emergency vehicles. This causes the Grays particular concern because their 87-year-old grandmother also lives on the hill.

Bernhardt Heights Road, off Highway 126 about five miles east of Florence, is owned and maintained by Lane County. There have been problems with the road in the past and the county has always come out and fixed them, but this time there is little left to fix. Even if something could be done, it would have to wait until drier weather arrives.

The only other route to the hilltop is over a road owned by the Bonneville Power Administration that leads to a power substation in the area. In the past, BPA has refused to allow Bernhardt Heights residents access to the road, citing insurance and liability problems, and installed a locked gate to discourage unauthorized use.

But Bob Heile, acting supervisor at the county road maintenance shop in Florence, said that road could be the only way to get to Bernhardt Heights now. The washout took the road and everything under it, leaving nothing behind and no way to lay a new roadbed except by blasting deeper into the cliff.

The only problem with that is a house built at the top of the cliff. Cutting any deeper into the rock could threaten the home. Heile said the existing road is too dangerous to maintain anyway and a new route should be considered.

"It's just not a good road at all," Heile said of Bernhardt Heights Road.

Heile said the Lane County Public Works Department started negotiating with BPA to get temporary use of their road until something can be done about the county's road, and at one point BPA appeared to go along with the plan and the immediate problem seemed solved.

However, Heile said the liability question and the concern of other landowners along the road, Southern Pacific Railroad and International Paper, apparently caused BPA some second thoughts. Heile was ready to go to work building a road to connect the homes with the BPA road Tuesday morning, but had to hold off when told that BPA was reconsidering.

As of Tuesday afternoon, no word had been received but Heile said the three landowners were apparently in a meeting in Portland trying to work something out.

Bernhardt Heights residents were frustrated by the delay and Tom and Nancy Gray were making plans to move in with relatives in Florence until the situation is resolved. Other residents continued to use what is left of the old road despite the danger it could collapse while someone is crossing. Still others, including some older residents, make daily walks up and down the hill to get from home to car.

Heile said the county continues to look for other ways to provide access to the homes but wasn't sure how long it will be until a new route could be found, the old road repaired or access to the BPA road granted.

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RECEIVED
FEB 25 1986
TITLE & LAND
MANAGEMENT SECTION

2-19-86

Per my Telecon w/ Ollie Snowden, Lane County Eng., the County has a problem with our termination date of 4-30-86. Because the County cannot commence the road work until the weather is drier, Ollie asked if we could put in a June 30 or July 1 date.

I proposed that perhaps we could include language stating that at such time as the weather permits, the County could notify BPA personnel & the permit would terminate 2 months from the starting date.

KL

Ollie Snowden
County Engineer
Lane County, ~~OR~~ Eugene, OR 97041
Phone: 687-3895

2-18-86

Talked w/Chuck Spiker as to the conditions I planned on including in the permit to Lane County. He agreed that we do not own the entrance road & that the County would need to get permission from the RR for use of the entrance road on its property. He concurred in the other conditions & asked that I include that the road would not be used for commercial or logging purposes.

bl

2-14-86

Per my telecon w/ Dick Johnson, Southern Pacific, 220-4610, he did not seem too agreeable to permitting residents to use the Wendson SS Entrance Road, P.2A. He advised that SPR would be responsible for any damage; would need to know what is happening in the area & how many users there would be. He thought a letter request to Southern Pacific would be appropriate, & he also stated that if Lane County is seeking use of the road for the residents, then it seems that the County should be making the request rather than SPR. Any letter to the RR should be directed to:

Mr. J.K. Young, Division Engineer
Room 330 Union Station
Portland, OR 97209

Johnson also stated that a letter request of this kind may have to go to the RR's legal department.

Advised McNally of my telecon w/ Johnson. Mack said to wait until Tuesday & he will talk w/ Spiker & get some more direction on this.

KL

INFORMATION SHEET

LAND MANAGEMENT UNIT

Regarding:
Permit _____
To Build _____
Encroachment _____
Complaint _____
Other _____

DATE: 13 Feb 86 Who took the call? ~~Harris~~ Referred to K Lewis

Person Calling Mack McNally Phone X 4565

Address _____ Zip _____

TYPE OF REQUEST: temp use of access road.

NAME OF LINE Windsor SS WOOD _____ STEEL _____

Tower Markings _____

LEGAL DESCRIPTION: _____

Sec. _____ Twp. _____ Range _____ County _____

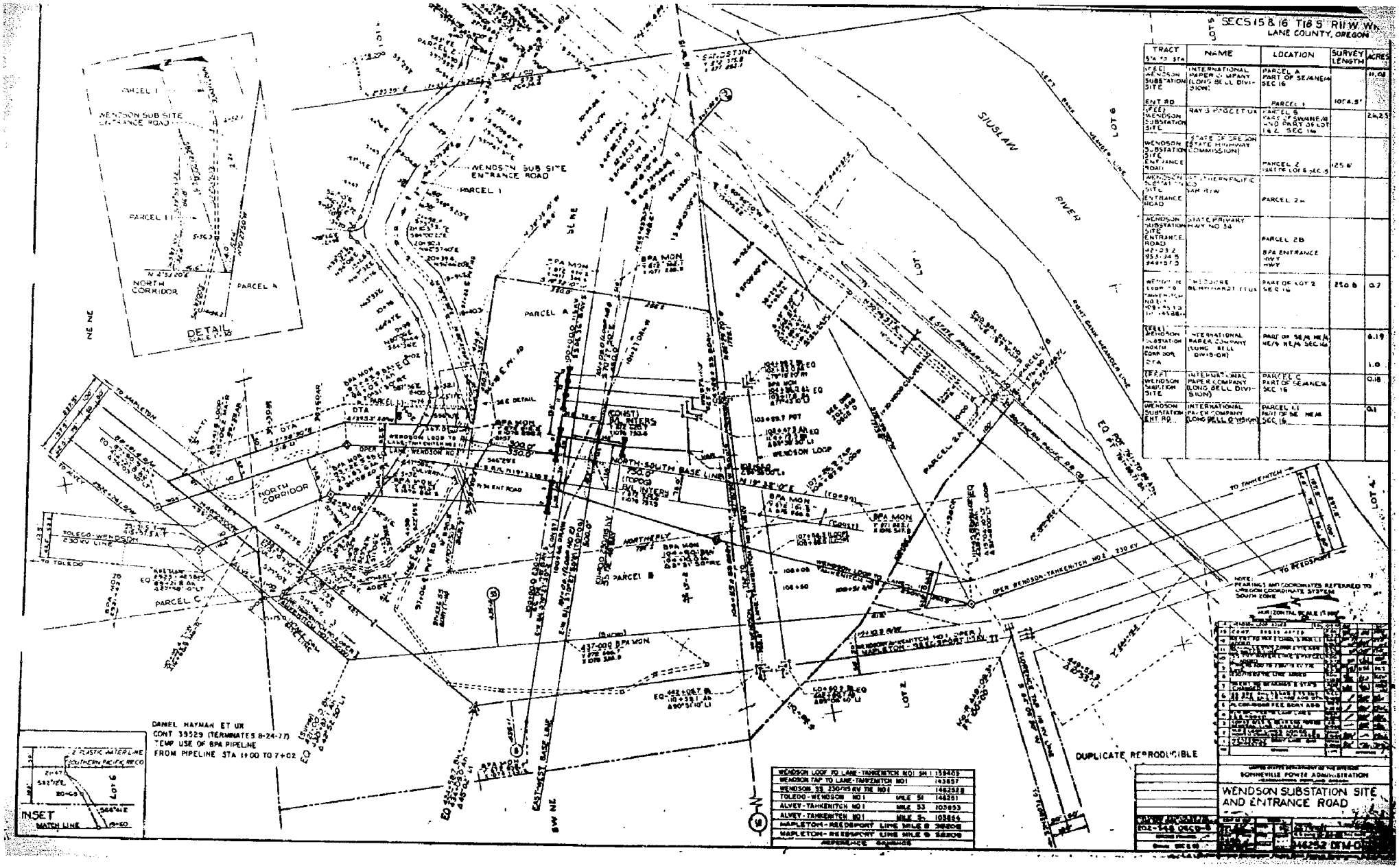
If property was recently platted, ask for copy of PLAT. _____

Date Map ordered _____ File ordered _____ Map in _____ File in _____

Remarks: _____

Case Closed: _____

Tract No. _____ NAME


SECS 15 & 16 T18 S R11 W W
LANE COUNTY, OREGON
TRACT
NAME
LOCATION
SURVEY LENGTH
ACRES
WENDSON SUBSTATION SITE
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL A PART OF SE/4 NE/4 SEC 16
ENT RD
PARCEL 1
RAY'S PAGE ET UX
PARCEL 6 PART OF SW/4 NE/4 AND PART OF LOT 1 & 2 SEC 16
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE OF OREGON (STATE HIGHWAY COMMISSION)
PARCEL 2 PART OF LOT 6 SEC 15
WENDSON SUBSTATION SITE ENTRANCE ROAD
SOUTHERN PACIFIC CO
PARCEL 2A
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE PRIMARY HWY NO 34
PARCEL 2B
BPA ENTRANCE HWY
WENDSON LOOP TO TAHKENITCH NO 1
THEODORE BERNHARDT ET UX
PART OF LOT 2 SEC 16
250 B
0.7
WENDSON SUBSTATION NORTH CORRIDOR
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PART OF SE/4 NE/4 NE/4 NE/4 SEC 16
6.19
1.0
WENDSON SUBSTATION SITE
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL C PART OF SE/4 NE/4 SEC 16
0.18
WENDSON SUBSTATION ENT RD
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL 1.1 PART OF SE NE/4 SEC 16
0.1
DETAIL
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1
PARCEL 1.1
NORTH CORRIDOR
PARCEL A
PARCEL B
PARCEL C
SIUSLAW RIVER
LEFT BANK MEANDER LINE
RIGHT BANK MEANDER LINE
SOUTHERN PACIFIC RR CO
NORTH-SOUTH BASE LINE
WENDSON LOOP
OPER WENDSON-TAHKENITCH NO 2 230 KV
TO TAHKENITCH
TO REEDSPORT
TO MAPLETON
TO TOLEDO
TOLEDO-WENDSON 230 KV LINE
EAST-WEST BASE LINE
DANIEL HAYMAN ET UX
CONT 39529 (TERMINATES 8-24-77)
TEMP USE OF BPA PIPELINE
FROM PIPELINE STA 1+00 TO 7+02
INSET
MATCH LINE
DUPLICATE REPRODUCIBLE
WENDSON LOOP TO LANE-TAHKENITCH NO1 SH 1 159403
WENDSON TAP TO LANE-TAHKENITCH NO1 143657
WENDSON SS 230/115 KV TIE NO1 146252B
TOLEDO-WENDSON NO1 MILE 51 146251
ALVEY-TAHKENITCH NO1 MILE 53 103653
ALVEY-TAHKENITCH NO1 MILE 54 103654
MAPLETON-REEDSPORT LINE MILE 8 38208
MAPLETON-REEDSPORT LINE MILE 9 38209
REFERENCE DRAWINGS
NOTE: BEARINGS AND COORDINATES REFERRED TO OREGON COORDINATE SYSTEM SOUTH ZONE
HORIZONTAL SCALE 1" = 100'
SONNEVILLE POWER ADMINISTRATION
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
146252 DFM-0

WEND-SAR-P1; P1.1; P2A

CASE #890002

K#86181

LUAG

REMBERT EDWARD ET UX

MAR 2 1 1989

OFFICIAL LAND FILE

U.S. DEPARTMENT OF ENERGY

BONNEVILLE POWER ADMINISTRATION

10/12/88

K#86181

CASE #890002

19890002

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
Branch of Land

TO: Land Register Clerk

Date NOV 21 1986

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files, Branch of Land.

Tract number: Wendson Substation Entrance Road P1, 1.1, 2 and 2A

County and State: Lane County, Oregon

Grantor: Bonneville Power Administration

Grantee: Edward and Kathy Rembert

~~Contract Number~~ Land Use No.: 86181

Date of instrument: 8-15-86

Rights or privileges conveyed: Right to use substation entrance road to maintain a private water system.

Land Use No. 86168 was never mapped or finalized. A correction to the agreement was made after it was mailed to the Remberts and new agreement issued.

Kelly Binninger
~~Contracting Officer~~
Realty Assistant

SBinninger:daw

TO: Land Files, Branch of Land

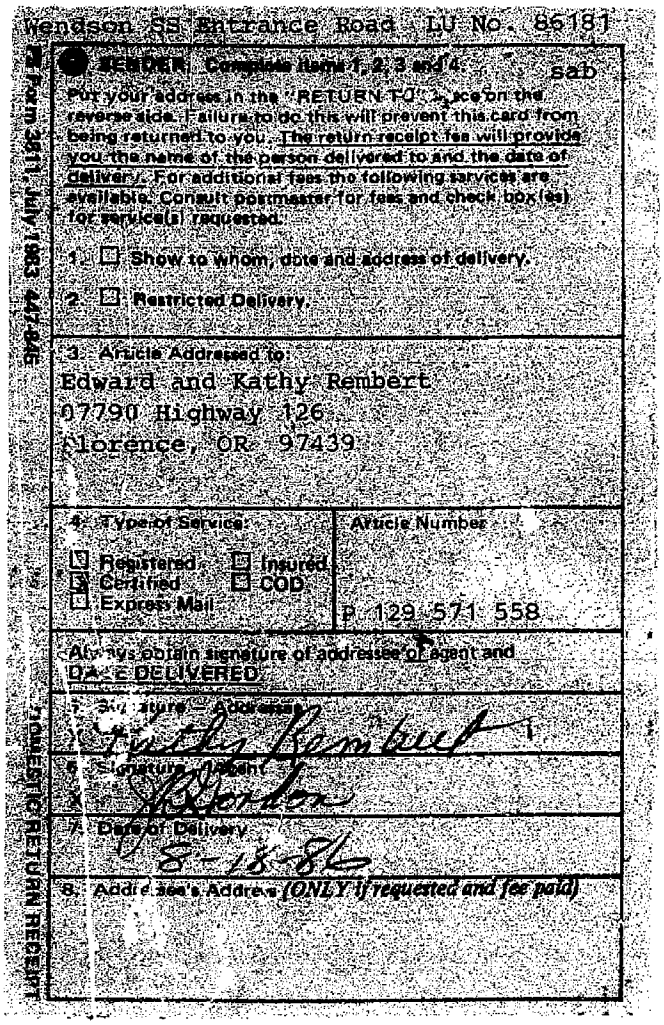
Case #890002

The Branch of Land has completed work on the above case. Please prepare

1. Index cards(s)
2. Permanent folder(s)
3. Cross references, as necessary.

Land Register Clerk 12-6-86
10-6-88

Wendson SS Entrance Road LU No. 86181



PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4. sab

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.

2. ☐ Restricted Delivery.

3. Article Addressed to:

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

4. Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P 129 571 558

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee

X Kathy Rembert

6. Signature — Agent

X J R Gordon

7. Date of Delivery

8-18-86

8. Addressee's Address *(ONLY if requested and fee paid)*

DOMESTIC RETURN RECEIPT

AUG 15 1986

EVLS
Wendson Substation Entrance Road,
Parcels 1, 1.1, 2, and 2A
LAND USE No. 86181 CANCELS AND SUPERSEDES LAND USE NO. 86168

CERTIFIED - RETURN RECEIPT REQUESTED

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

Subject: Use of Bonneville Power Administration's (BPA) Wendson Substation Entrance Road for maintenance of a private water system beginning in State Highway No. 34 located in Lot 1 of Section 16, extending across Lot 1 and the SE¼NE¼ of Section 16, Lot 6 of Section 15, to a point on the easterly boundary of BPA's Wendson Substation, North Corridor located in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

The above-described use of this access road has been determined not to be a hazard to nor an interference with BPA's present use of this road for access to its facilities and substation property. 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 BPA, 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 road, you will be required to remove such hazard or interference at no expense to BPA.

You, of course, will have to assume all risk of loss, damage, or injury which may result from your use of the access road, except for such loss, damage, or injury as BPA may be responsible for 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 road may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

1. Permission is granted for use of this road only to maintain the private water system located in Wendson Substation. No other use of this road will be permitted.

2. Your use and maintenance of the road shall be without cost to BPA.

Land Use Agreement with Edward and Kathy Rembert, Florence, OR,
dated AUG 15 1996 ; Subject: Use of Wendson Substation Entrance Road,
Parcels 1, 1.1, 2, and 2A

3. Your use of the road shall not interfere or obstruct BPA's use of the road.

4. You may place a lock in series with BPA's on the entrance gate to the road. If you have questions on placement of the lock, you may contact BPA's Lower Columbia Area O&M Manager, Chuck Spiker, at (503) 230-3048. You shall close and lock the gate after passing through to prevent general access by the public to the road.

5. You shall maintain BPA's access road in as good or better condition than when your use commenced. You shall immediately repair any damage resulting from your use of the road.

6. The location of the access road is shown shaded on a reduced copy of BPA Drawing No. 146252 attached hereto as Exhibit A and by this reference made a part hereof.

BPA has no objection to your use of the road as far as its rights are concerned; however, BPA is not the owner of this property. If you are not the owner of this property you must obtain the owners' permission to use this property.

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 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. IF NO RESPONSE IS RECEIVED 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, P.O. Box 3621, Portland, Oregon 97208, or by telephoning Sally Binninger at (503) 230-3293.

Sincerely,

/s/ RENEE M. FERRERA

Renee M. Ferrera
Chief, Title & Land Management Section

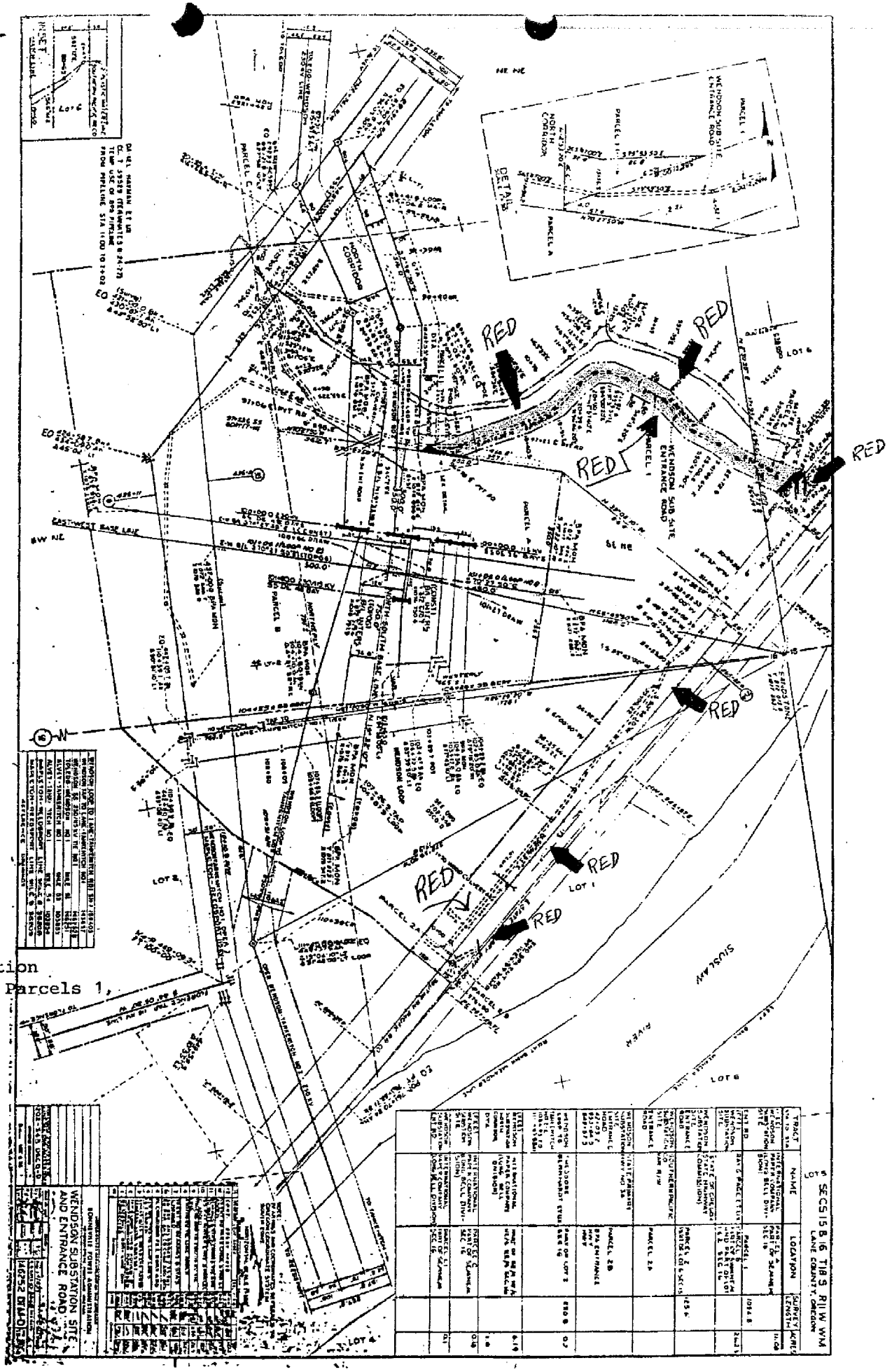
Attachment

SBinninger:sab:jd:3293 (WP-EVLS-6267V)

Wendson Substation Entrance Road
Parcels 1, 1.1, 2 and 2A
LAND USE No. 86181

cc:
Chief, AC&M Branch - ENO
Chief, Systems Planning Branch - EOF
Director, Division of Trans. Eng. - ET
Chief, Environmental Analysis Branch - EVH
Lower Columbia Area O&M Mgr. - OPD
Regional Operations Coordinator for Environment - O
Official File - EVLR

Certified Receipt No. P 129 571 558



Wendson Substation
Entrance Road, Parcels 1,
1.1, 2, and 2A
LAND USE
No. 86181

Ont 1 of 1

8-15-86

LAND USE NO. 86181

Transmitted are copies of BPA Grantor

Wendson Substation Entrance Road

TRACT NO. Pl, 1.1, 2 and 2A

	Routing	Copies
Puget Sound Area Office	OST	2
Bill Graber (Aerial Patrol)	OSTV/Covington	1
Lower Columbia Area Office	OPT	2
John Kohn (Aerial Patrol)	OC	1
Upper Columbia Area Office	OKT	3
Jim Jensen (Aerial Patrol)	BPA Hangar/Spokane	1
Snake River Area Office	OWT	3
Joe Tayles (Aerial Patrol)	OWTR/Redmond	1
Surveying and Mapping Section	ETRT (Clendenon)	1
Chief, Projects Engineering Branch	ETJ (Bordcosh)	1
Chief, Substation Maintenance Branch	OHS	1

Land Use No. 86168 was never mapped or finalized. A correction was made after the agreement went to Remberts.

Power line crossing only: (over) (under) BPA's line

cc:
Official File - EVLR

Title & Land Management Section
Division of Land Resources

SBinninger:daw: NOV 21 1986

CHECK LIST - LAND MANAGEMENT UNIT

APPLICANT:

Ed + Kathy Rembert

APPLICATION FOR:

Easement and LUA

LINES

wendson SS N Corridor
Parcel C
Parcel B
wendson SS Entrance Rd
Toledo - Wendson No1
Napelton - Reedsport
Alvey - Tahkenitch

TRACT NOS.:

HANGING MAP NO(S):

MAP SERIAL NO.	ORDERED	RECEIVED
146252	5-9-86	5-12-86
146251	5-9-86	5-12-86
38209	5-9-86	5-12-86
103854	5-9-86	5-12-86

TRACT FILE ORDERED RECEIVED

BPA HAS [X] EASEMENT (Entrance Rd) [X] FEE (SS) [ ] OTHER (SPECIFIY)

PERMITS GRANTED:

RIGHTS GIVEN OR RETAINED:

RIGHT	RECORDING DATA

COPY

PRELIMINARY CARD AND TEMPORARY FILE UPDATED

DATE INITIALS

CROSS REFERENCE CARDS

INSTRUMENT ISSUED BY LMU

TYPE: Land Use

DATE: 8-15-86 NO. (IF ANY) 8618/
Easement 10-30-86

REQUESTED (DATE) DONE (DATE)

AUG 15 1986

EVLS
Tract Nos. Wendson Substation Entrance Road
Parcels 1, 1.1, 2 and 2A

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

I have enclosed a new Land Use Agreement to replace the one sent you on August 14, 1986. Due to an oversight, we neglected to define the use to which the road was to be used. If you would be kind enough to return the previously submitted Agreement No. 86168 in the enclosed envelope, it will be greatly appreciated. In any event, this new agreement, No. 86181 is now the official agreement governing your use of this access road.

Thank you for your assistance with us in this matter.

Sincerely,

/s/ RENEE M. FERRERA

Renee M. Ferrera, Chief
Title and Land Management Section

Enclosure

SBinninger:sab:jd:3293 (WP-EVLS-6267V)

cc:
Official File - EVLR

Wendson SS/LU# 86181/sab

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:
Mr. Edward Rembert
2210 Academy Place
Suite 187
Colorado Springs, CO 80909

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number
P 129 571 987

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X Kathy Kiger

7. Date of Delivery

8. Addressee's Address *(ONLY if requested and fee paid)*

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

AUG 14 1986

superseded by 86181 returned 10-1-86

In reply refer to: EVLS

Wendson Substation Entrance Road,
Parcels 1, 1.1, 2, and 2A
LAND USE No. 86168

CERTIFIED - RETURN RECEIPT REQUESTED

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

Subject: Use of Bonneville Power Administration's (BPA) Wendson Substation Entrance Road beginning in State Highway No. 34 located in Lot 1 of Section 16, extending across Lot 1 and the SE¼NE¼ of Section 16, Lot 6 of Section 15, to a point on the easterly boundary of BPA's Wendson Substation, North Corridor located in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

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You, of course, will have to assume all risk of loss, damage, or injury which may result from your use of the access road, except for such loss, damage, or injury as BPA may be responsible for 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 road may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

1. The location of the access road is shown shaded on a reduced copy of BPA Drawing No. 146252 attached hereto as Exhibit A and by this reference made a part hereof.

Land Use Agreement with Edward and Kathy Rembert, Florence, OR, dated AUG 14 1986 ; Subject: Use of Wendson Substation Entrance Road, Parcels 1, 1.1, 2, and 2A

2. Your use and maintenance of the road shall be without cost to BPA.

3. Your use of the road shall not interfere or obstruct BPA's use of the road.

4. You may place a lock in series with BPA's on the entrance gate to the road. If you have questions on placement of the lock, you may contact BPA's Lower Columbia Area O&M Manager, Chuck Spiker, at (503) 230-3048. You shall close and lock the gate after passing through to prevent general access by the public to the road.

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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 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. IF NO RESPONSE IS RECEIVED 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 TITLE AND MAPPING SYSTEM.

You may direct any communication to this office, P.O. Box 3621, Portland, Oregon 97208, or by telephoning Sally Binninger at (503) 230-3293.

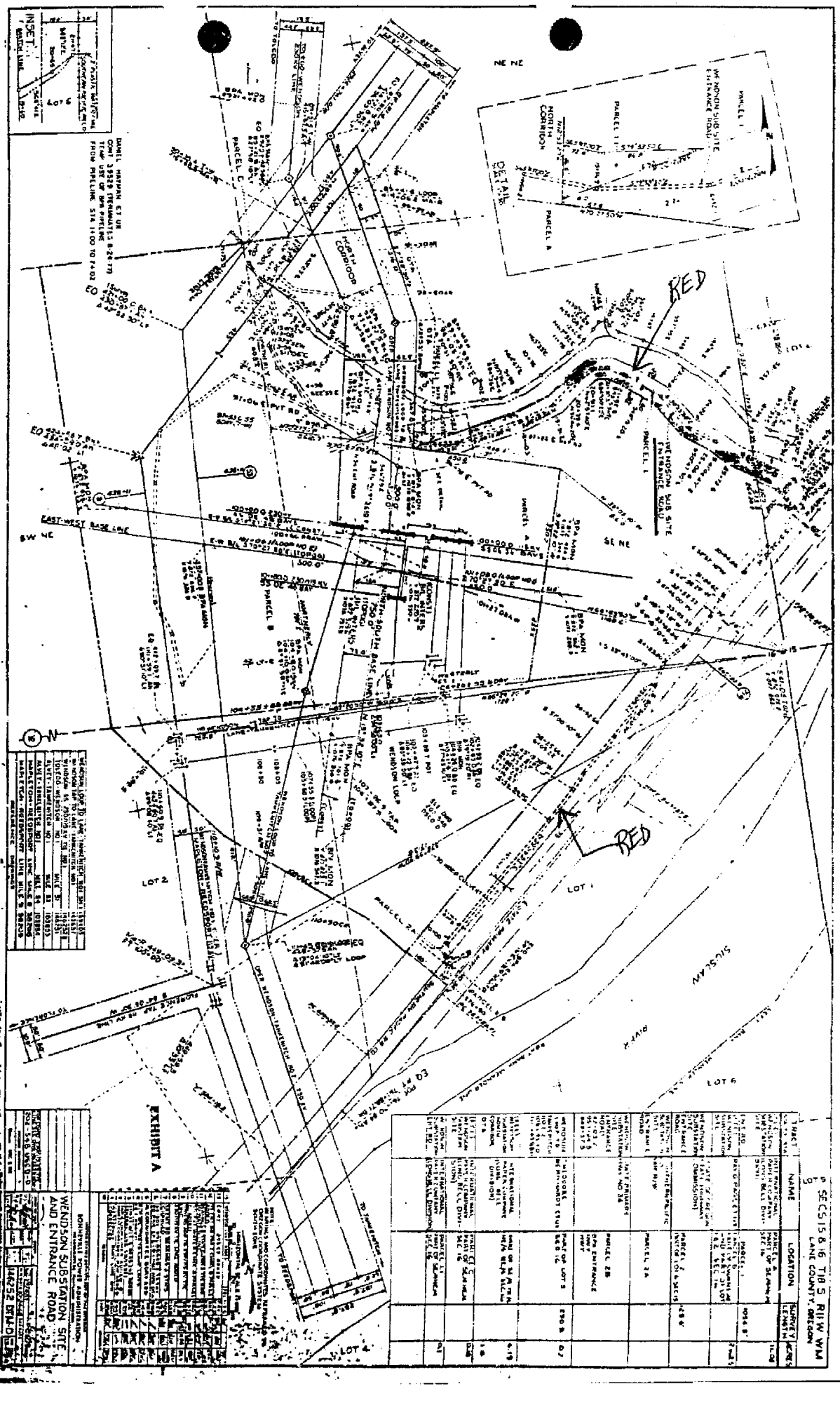
Sincerely,

Renee M. Ferrera

Renee M. Ferrera
Chief, Title & Land Management Section

Attachment

Wendson Substation Entrance Road
Parcels 1, 1.1, 2 and 2A
LAND USE No. 86168



Wendson
Substation
Entrance Road,
Parcels 1, 1.1
2, and 2A
LAND USE
No. 86168

AH 10'

8-14-86

Wendson Substation Entrance Road gab

LAND USE NO. 86168

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

RECEIVED
AUG 28 1986
TITLE & LAND MANAGEMENT SECTION

1. ☐ Show to whom, date and address of delivery
2. ☒ Restricted Delivery

3. Article Addressed to:
Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number
P 129 571 550

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X Kathy Rembert

6. Signature - Agent
X

7. Date of Delivery
8-14-86

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

AUG 14 1986

EVLS
Wendson Substation Entrance Road,
Parcels 1, 1.1, 2, and 2A
LAND USE No. 86168

CERTIFIED - RETURN RECEIPT REQUESTED

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

Subject: Use of Bonneville Power Administration's (BPA) Wendson Substation Entrance Road beginning in State Highway No. 34 located in Lot 1 of Section 16, extending across Lot 1 and the SE¼NE¼ of Section 16, Lot 6 of Section 15, to a point on the easterly boundary of BPA's Wendson Substation, North Corridor located in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

The above-described use of this access road has been determined not to be a hazard to nor an interference with BPA's present use of this road for access to its facilities and substation property. 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 BPA, 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 road, you will be required to remove such hazard or interference at no expense to BPA.

You, of course, will have to assume all risk of loss, damage, or injury which may result from your use of the access road, except for such loss, damage, or injury as BPA may be responsible for 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 road may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

1. The location of the access road is shown shaded on a reduced copy of BPA Drawing No. 146252 attached hereto as Exhibit A and by this reference made a part hereof.

2 of 2
8-14-86

Land Use Agreement with Edward and Kathy Rembert, Florence, OR, dated AUG 14 1986 ; Subject: Use of Wendson Substation Entrance Road, Parcels 1, 1.1, 2, and 2A

2. Your use and maintenance of the road shall be without cost to BPA.

3. Your use of the road shall not interfere or obstruct BPA's use of the road.

4. You may place a lock in series with BPA's on the entrance gate to the road. If you have questions on placement of the lock, you may contact BPA's Lower Columbia Area O&M Manager, Chuck Spiker, at (503) 230-3048. You shall close and lock the gate after passing through to prevent general access by the public to the road.

5. You shall maintain BPA's access road in as good or better condition than when your use commenced. You shall immediately repair any damage resulting from your use of the road.

BPA has no objection to your use of the road as far as its rights are concerned; however, BPA is not the owner of this property. If you are not the owner of this property you must obtain the owners' permission to use this property.

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 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. IF NO RESPONSE IS RECEIVED 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, P.O. Box 3621, Portland, Oregon 97208, or by telephoning Sally Binninger at (503) 230-3293.

Sincerely,

/s/ RENEE M. FERRERA

Renee M. Ferrera
Chief, Title & Land Management Section

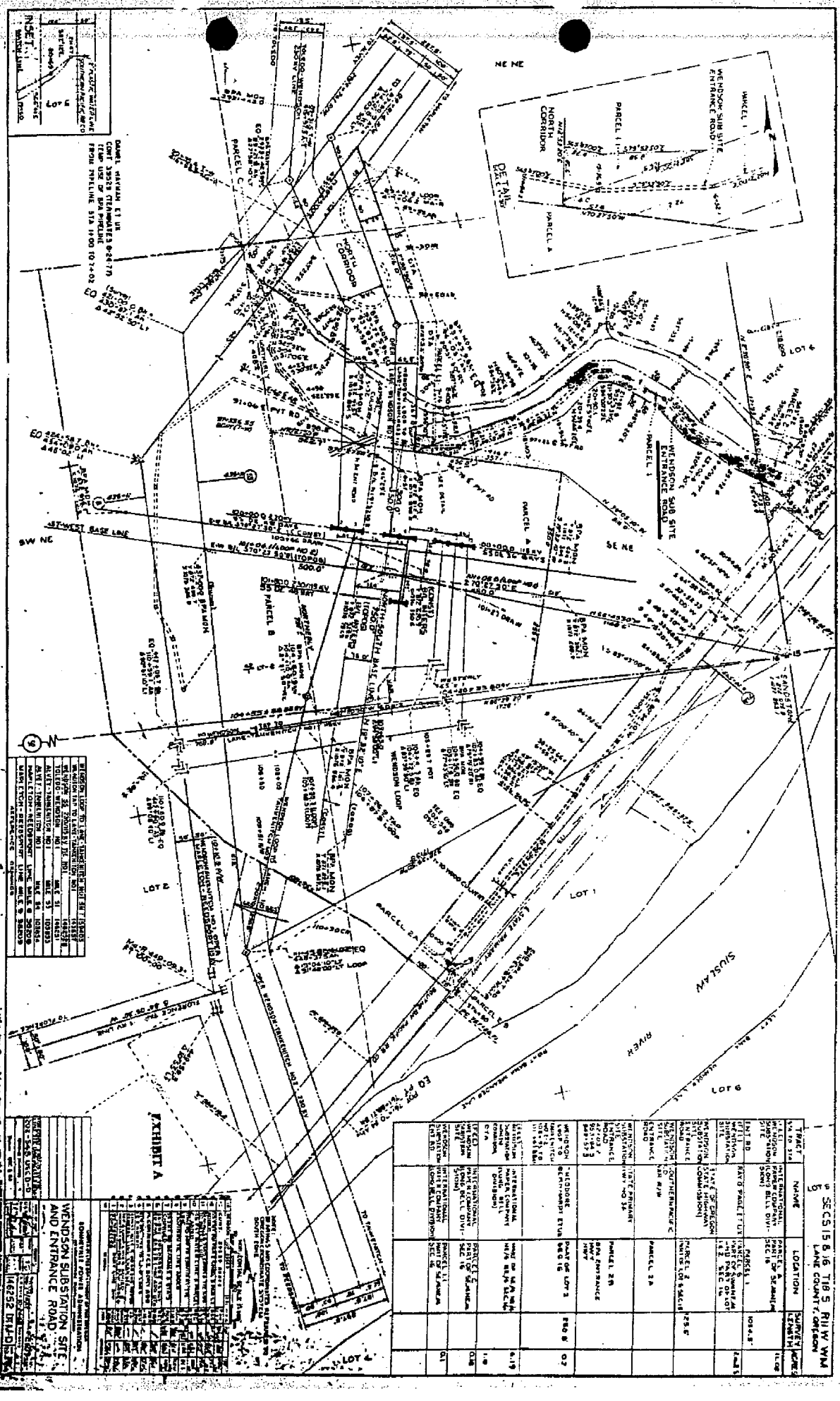
Attachment

SBinninger:sab:jd:3293 (WP-EVLS-6267V)

Wendson Substation Entrance Road
Parcels 1, 1.1, 2 and 2A
LAND USE No. 86168

cc:
Chief, AC&M Branch - ENO
Chief, Systems Planning Branch - EOP
Director, Division of Trans. Eng. - ET
Chief, Environmental Analysis Branch - EVA
Lower Columbia Area O&M Mgr. - OPD
Regional Operations Coordinator for Environment - O
Official File - EVLS

Certified Receipt No. P 129 571 550



Wendson
Substation
Entrance Road,
Parcels 1, 1.1,
2, and 2A
LAND USE
No. 86168

Att 1 of 1

8-14-86

CASE # 920845

COAST MARINA + RV PARK

BPA
OFFICIAL REAL PROPERTY RECORD
DO NOT REMOVE FROM PREMISES
FOR [illegible] CONTACT:
LAND INFORMATION SECTION - MMLA
(503) 230-4540
OFFICIAL LAND FILE

OCT 4 1993

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

Sub 9-20-93
Vol 9-21-93

TRACT Nos. WEND-SAR-P1
SAR-P1.1
SS-PA

Date: JUN 25 1993

LIS CASE No. 930745

To: Chief, Land Information Section - MMLA

- ☐ Disposal action has been completed on the above tract(s).
- ☐ Easement rights have been granted on the above tract(s).
- ☑ No Rights Issued.
- ☐ No Permit required as crossing is to be located within a public or county roadway.
- ☑ NO MAPPING NECESSARY.
- ☐ MAPPING NECESSARY - Send to EFBJ.
- ☑ 411 in file-send to EFDJ.
- ☐ Cancellation.

Julie Rose
~~Contract Realty Technician~~/Realty Specialist JKV

Note:

Request denied.

93 JUN 25 A7:31

LAND INFORMATION SECTION

SN 6-25-93
Sak 6-28-93

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: [X] Chief, Facilities Design Branch – EFD [X] Asst. Area Manager for Engineering-LE [XX] Chief, Transmission Planning Branch-EOF [X] Chief, Program Planning Sec.-MMPA

FROM: Chief, Land Management Section – MMLC

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marina and RV Park

[XX] This request is referred for evaluation and comments, including adverse effects on future plans.
[ ] Please advise current operating name and field structure numbers.

ATTACHMENTS:

[XX] Drawings BPA 146252, 146252B, 146251, 38208, 38209, 103853, 103854 [X] Other attachments and/or comments SS operator comments

[X] Letter of application

[X] BPA Form(s) 782, 1620, 859

Julie Rose
Land Management Section (Signature)

JKRose:jd

3291
(Extension)

TO: Chief, Land Management Section – MMLC

[ ] Recommended [ ] Location verified
[ ] With reservation [ ] Access roads checked
[X] Not recommended

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

Comments/Reservations:

Installation of a third party well on BPA property represents an environmental risk and is not recommended.

JAN 1993
LAND MANAGEMENT SECTION

DISTRIBUTION:

EFD : white – return to MMLC, blue – record copy
LE : green – return to MMLC, yellow – record copy
EOF : pink – return to MMLC, gold – record copy
MMPA: return one white copy

James R. Meyer
(Signature)

1/15/93
(Date)

BPA 411 AUG. 1988

NOV 12 1992

MMLC (Case No. 920845)
Tract No. WEND-SS-PA

Mr. Don McDougal
Coast Marina and RV Park
7790 Highway 126
Florence, OR 97439

Dear Mr. McDougal:

We are unable to grant your request to locate a well on Bonneville Power Administration's (BPA) fee-owned property in a portion of the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon. Because of environmental considerations and possible future yard expansion, it is BPA's current policy to not allow wells on its property.

To assist you in finding a suitable location, enclosed is a copy of BPA Drawing No. 146252 highlighted to show all of the property owned in fee by BPA.

If you have any questions or need further information call Julie Rose of this office at (503) 230-3291.

Sincerely,

/s/ Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

Enclosure

JKRose:jd:3291 (VS10-MMLC-1265y)

cc: (w/o enclosure)
D. Kauffman - LDTN
E. Peterson - LE
Official File - MMLA (Case No. 920845)

OFFICIAL FILE COPY

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: [X] Chief, Facilities Design Branch – EFD [X] Asst. Area Manager for Engineering-LE [X] Chief, Transmission Planning Branch-EOF

FROM: Chief, Land Management Section – MMLC [X] Chief, Program Planning Sec.-MMPA

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marina and RV Park

[X] This request is referred for evaluation and comments, including adverse effects on future plans.
[ ] Please advise current operating name and field structure numbers.

ATTACHMENTS:

[X] Drawings BPA 146252, 146252B, 146251, 38208, 38209, 103853, 103854

[X] Other attachments and/or comments SS operator comments

[X] Letter of application

[X] BPA Form(s) 782, 1620, 859

SEP 1992 FACILITIES DEVELOPMENT SECTION

JKRose:jd

Julie Rose — Land Management Section (Signature) — (Extension)

TO: Chief, Land Management Section – MMLC

[ ] Recommended
[ ] With reservation
[X] Not recommended

[ ] Location verified
[ ] Access roads checked

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.
2-221		

NOV 1992 LAND MANAGEMENT SECTION

Comments/Reservations:

OK-RAA-EFDJ-10/7/92

CLEARANCE OF 15' FROM DRILLING EQUIPMENT TO POWER LINES MUST BE MAINTAINED. NEVER MEASURE THIS DISTANCE DIRECTLY WITH TAPE MEASURES, POLES ETC. - DJK-EESE-10/9/92

SEE COMMENTS. GPG EFDJ 11/2/92 VSR RSW

DISTRIBUTION:

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MMPA: return one white copy

Walter C. Schroeder — (Signature)

11/5/92 — (Date)

BPA 411 AUG. 1988

23-Oct-1992

To : Julie Rose, Land Management Section - MMLC

From : Gregory Gilbert, Facilities Development Section - EFDJ

Subject: ENGINEERING REVIEW OF R/W USE PERMIT
Application for: Well on Wedson Substation
Line Name (design): Wedson substation
Case no: 920845
Applicant: Coast Marina and RV park
EFDJ log no: 2-221

Comments/Reservations:

Coast Marina and RV Park proposes to install a well on the Wedson Substation and run the water main from the well under the access road.

Dick Albrecht (EFDJ) stated that the entrance road to the substation is asphalted and that the applicant would be required to restore the road to original condition after construction. In addition, the road must remain open at all times for substation maintenance.

Gene DeVore (EFDJ) concurres with Don Kauffman (Line Foreman--North Bend) who recommends against the purchase of water from our well.

Facilities Engineering agrees with Don Kauffman's recommendation that Coast Marina drill a well in the vicinity of the existing water supply. This would not create any additional problems for line maintenance, and would avoid any potential contamination problems associated with drinking water wells on BPA substation property. In addition, the presence of the well would complicate possible future yard expansion.

Facilities Engineering therefore recommends against the issuance of the permit, and suggests an alternate location for the well be found.

Please call me at extension 3827 if you have any questions.

11/5/92
att Page 1 of 1

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: [X] Chief, Facilities Design Branch – EFD [X] Asst. Area Manager for Engineering-LE [X] Chief, Transmission Planning Branch-EOF [X] Chief, Program Planning Sec.-MMPA

FROM: Chief, Land Management Section – MMLC

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marine and RV Park

[X] This request is referred for evaluation and comments, including adverse effects on future plans.
[ ] Please advise current operating name and field structure numbers.

ATTACHMENTS:

[X] Drawings BPA 146252, 146252B, 146251, 38208, 38209, 103853, 103854

[X] Other attachments and/or comments SS operator comments

[X] Letter of application

[X] BPA Form(s) 782, 1620, 659

JKRose:jd

Julie Rose — Land Management Section (Signature)

3291 (Extension)

TO: Chief, Land Management Section – MMLC

[X] Recommended
[ ] With reservation
[X] Not recommended

[ ] Location verified
[ ] Access roads checked

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

OCT 1992 LAND MANAGEMENT SECTION

Comments/Reservations:

The Lower Columbia Area has the following comments:

Environmental feels BPA should not allow the installation of such wells; the risks far outweigh the benefits.

Also, see the attached not recommending comments from Don Kauffman of North Bend.

DISTRIBUTION:

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LE : green – return to MMLC, yellow – record copy
EOF : pink – return to MMLC, gold – record copy
MMPA: return one white copy

Edward A. Peterson — ~~Asst. Area Manager for Engineering~~ (Signature)

10/16/92 (Date)

BPA 411 AUG. 1988

BPA F 1325.01a
(01-89)
(Previously BPA 1100) Electronic Version of BPA F 1325.01 Approved by SSTD on 01-28-92

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

Memorandum

DATE : October 20, 1992

FROM : Frederick J. Walasavage
Area Environmental Manager - LD-5

SUBJECT: Drilling of Well at Wendson

TO : Edward A. Peterson
Assistant Area Manager, Engineering - LE

The following is in response to the Land Branch Case No. 920849, Installation of Drinking Water at Wendson Substation. From an environmental standpoint, it is my opinion that BPA should not allow the installation of such wells. The risks far out weigh the benefits. In fact, whenever possible, the LCA is converting over to public water supplies where opportunities allow.

For further discussion on this issue, please don't hesitate to contact me.

FJWalasavage:kdw:x3919:10/19/92 (WENDSON.DOC)

cc:
J. Rose - MMLC
C. Leiter - MMPB
Official File LD (EQ 17-13 Wendson)

10/16/92
Att 1 of 2

8/28/92

To: Lee Rose

From: Don Kauffman L.F. North Bend

Subject: Well at Wendson Sub.

Enclosed is a letter from Coast Marina Membership Association. I would recommend against their purchasing water from our well. If a well is drilled it should be in the same vicinity as the existing water supply , so they can use the existing waterline and easement. A well drilled in the vicinity of the existing water supply would not create any additional problems for line maintenance.

10/16/92
att 2 of 2

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: ☒ Chief, Facilities Design Branch – EFD ☐ Asst. Area Manager for Engineering-LE ☒ Chief, Transmission Planning Branch-EOF

FROM: Chief, Land Management Section – MMLC

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road ☒ Chief, Program Planning Sec.-MMPA

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 16 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marine and RV Park

☒ This request is referred for evaluation and comments, including adverse effects on future plans.
☐ Please advise current operating name and field structure numbers.

ATTACHMENTS:

☒ Drawings BPA 146252, 146252R, 146251, 38209, 38209, 103853, 103854

☒ Other attachments and/or comments SS operator comments

☒ Letter of application

JKRose:jd ☒ BPA Form(s) 782, 1620, 859

Julie Rose
Land Management Section (Signature)

3291
(Extension)

TO: Chief, Land Management Section – MMLC

☐ Recommended
☐ With reservation
☐ Not recommended

☐ Location verified
☐ Access roads checked

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

Comments/Reservations:

Any facilities installed on BPA property must be completely separated from substation ground grid.

OCT 1992
LAND MANAGEMENT SECTION

DISTRIBUTION:

EFD : white – return to MMLC, blue – record copy
LE : green – return to MMLC, yellow – record copy
EOF : pink – return to MMLC, gold – record copy
MMPA: return one white copy

[signature]
(Signature)

10-15-92
(Date)

BPA 411 AUG. 1988

LOG NUMBER: 885 Lo – LDT

DATE: 10/1/92 - Response 10/12/92

LINE: Wendson Sub. STATION

STRUCTURE #

TO: AREA ENGINEERING - LE

FROM: Jim Martin, TRANSMISSION LINE MAINTENANCE - LDT

DATE: 10-6-92

TIM RESPONSE/COMMENTS ON LAND ACTIVITIES

_____ RECOMMENDED _____ NOT RECOMMENDED _____ WITH RESERVATION

___ NO SPECIFIC COMMENTS TO OFFER AT THIS TIME ON THIS CASE.

___ A DISTANCE OF AT LEAST _____ FEET MUST BE MAINTAINED BETWEEN STRUCTURES AND _____.

(1) _X_ ACCESS TO ROW AND STRUCTURES MUST BE CLEAR AND AVAILABLE AT ALL TIMES FOR MAINTENANCE PURPOSES.

___ A DISTANCE OF AT LEAST ____ FEET MUST BE MAINTAINED BETWEEN CONDUCTORS AND _____.

___ A DISTANCE OF AT LEAST _____ FEET IN DIAMETER SURROUNDING THE STRUCTURES MUST BE KEPT CLEAR AT ALL TIMES.

(2) _X_ ROADS MUST BE LEFT IN THE SAME OR BETTER CONDITION.

___ GUARD-TYPE BARRIERS MAY NEED TO BE INSTALLED AROUND STRUCTURES FOR PROTECTION FROM _____.

___ BUSHES AND SHRUBS USED IN LANDSCAPING MUST NOT EXCEED ____ FEET IN HEIGHT.

___ CHRISTMAS TREES SHOULD NOT EXCEED ____ FEET IN HEIGHT.

___ ORCHARD TREES SHOULD NOT EXCEED ____ FEET IN HEIGHT.

___ 16' GATES WITH TLM LOCKS MUST BE INSTALLED IF ACCESS TO ROW/STRUCTURES IS FENCED.

___ _____ MUST BE BURIED AT LEAST _____ INCHES FOR PROTECTION FROM HEAVY MAINTENANCE VEHICLES WEIGHING UP TO 54,000 GVW.

ADDITIONAL COMMENTS AND/OR CONCERNS: See Comments From Don

(4) Kauffman of North Bend.

(3) When well is being drilled - access must be clear at all times

(6452E)

8/28/92

To: Lee Rose

From: Don Kauffman L.F. North Bend

Subject: Well at Wendson Sub.

Enclosed is a letter from Coast Marina Membership Association. I would recommend against their purchasing water from our well. If a well is drilled it should be in the same vicinity as the existing water supply , so they can use the existing waterline and easement. A well drilled in the vicinity of the existing water supply would not create any additional problems for line maintenance.

8-28-92 (Julie

Don Coffman from North Bend SS

Coast marnia has written them a letter stating that the oregon Clean water act will prohibit them from taking water from a spring on BPA property.

The use the water for a Recreation — mobile home park with about 50 spaces.

In the past they had a water line running down the draw from the spring for supply. This water & line were reserved rights in deeds [redacted] (if somewhat iffy). We damaged (so they said) their water line when we constructed the access road to the Sub station. We then installed them a new line accross SS property.

Don first called me about this in July when BPA needed to install a culvert on an access road for power lines comming into the Sub station. Al, he needed to know then is what rights we had to cross the water line (above ground)? He was however aware that the Coast Marina Park wanted to drill a well on SS property. He did not want a well on the property for various reason the most important to him was liability from possible ss polution.

He has now recieved a formal request from Coast Marina to drill a well

and requested of me how To handle iT.

I Told him That The request would have To be processed here in The land branch. He was afraid his Concerns would noT be addressed so I Told him To write Them out and Send Them along with The request.

I hope This is OK, if noT leT me Know

O L Rose

Coast Marina & RV Park
07790 Highway 126
Florence, Or. 97439

Bonneville Power
320 Viking Way
North Bend, Or. 97459

Attention: Don Kauffman

Subject: Letter of Intent

Dear Mr. Kauffman,

Coast Marina & RV Park, which is a private park for 46 coaches, has used an existing source of water located on your property for many years.

The new 1993 Clean Water Act states open water sources will no longer be permitted. They must be covered.

We wish an appointment with your proper management to request our drilling a new well on said property 75' - 100' east of the existing east fence or purchasing water from your well for our use. We expect to assume any financial responsibility.

A well is considered a covered source and therefore fulfills the requirements of this new 1993 Clean Water Act.

Don McDougal, Vice President of our Board of Directors, will be contacting you shortly for discussion.

Sincerely,

Ken Brockman
President,
Coast Marina Membership Association

CC: Don McDougal

CASE # 920845

COAST MARINA + RV PARK

BPA
OFFICIAL REAL PROPERTY RECORD
DO NOT REMOVE FROM PREMISES
FOR [illegible], CONTACT:
LAND INFORMATION SECTION - MMLA
(503) 230-4540
OFFICIAL LAND FILE

OCT 4 1993

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

Sale 9-20-93
Vol 9-21-93

TRACT Nos. WENO-SAR-P1
SAR-P1.1
SS-PA

Date: JUN 25 1993

LIS CASE No. 920845

To: Chief, Land Information Section - MMLA

- ☐ Disposal action has been completed on the above tract(s).
- ☐ Easement rights have been granted on the above tract(s).
- ☑ No Rights Issued.
- ☐ No Permit required as crossing is to be located within a public or county roadway.
- ☑ NO MAPPING NECESSARY.
- ☐ MAPPING NECESSARY - Send to EFBJ.
- ☑ 411 in file-send to EFDJ.
- ☐ Cancellation.

Julie Rose
~~Contract Realty Technician~~/Realty Specialist JKV

Note:
Request denied.

93 JUN 25 A7:31
LAND INFORMATION SECTION

DN 6-25-93
Sak 6-28-93

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: [X] Chief, Facilities Design Branch – EFD [X] Asst. Area Manager for Engineering-LE [XX] Chief, Transmission Planning Branch-EOF [X] Chief, Program Planning Sec.-MMPA

FROM: Chief, Land Management Section – MMLC

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marina and RV Park

[XX] This request is referred for evaluation and comments, including adverse effects on future plans.
[ ] Please advise current operating name and field structure numbers.

ATTACHMENTS:

[XX] Drawings BPA 146252, 146252B
146251, 38208
38209, 103853
103854

[X] Other attachments and/or comments
SS operator comments

[X] Letter of application

[X] BPA Form(s) 782, 1620, 859

Julie Rose
Land Management Section (Signature)

3291
(Extension)

JKRose:jd

TO: Chief, Land Management Section – MMLC

[ ] Recommended
[ ] With reservation
[X] Not recommended

[ ] Location verified
[ ] Access roads checked

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

Comments/Reservations:

Installation of a third party well on BPA property represents an environmental risk and is not recommended.

JAN 1993
LAND MANAGEMENT SECTION

DISTRIBUTION:

EFD : white – return to MMLC, blue – record copy
LE : green – return to MMLC, yellow – record copy
EOF : pink – return to MMLC, gold – record copy
MMPA: return one white copy

James K. Meyer
(Signature)

1/15/93
(Date)

BPA 411 AUG. 1988

NOV 12 1992

MMLC (Case No. 920845)
Tract No. WEND-SS-PA

Mr. Don McDougal
Coast Marina and RV Park
7790 Highway 126
Florence, OR 97439

Dear Mr. McDougal:

We are unable to grant your request to locate a well on Bonneville Power Administration's (BPA) fee-owned property in a portion of the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon. Because of environmental considerations and possible future yard expansion, it is BPA's current policy to not allow wells on its property.

To assist you in finding a suitable location, enclosed is a copy of BPA Drawing No. 146252 highlighted to show all of the property owned in fee by BPA.

If you have any questions or need further information call Julie Rose of this office at (503) 230-3291.

Sincerely,

/s/ Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

Enclosure

JKRose:jd:3291 (VS10-MMLC-1265y)

cc: (w/o enclosure)
D. Kauffman - LDTN
E. Peterson - LE
Official File - MMLA (Case No. 920845)

OFFICIAL FILE COPY

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM **DATE:** 9-30-92

TO: [X] Chief, Facilities Design Branch – EFD [X] Asst. Area Manager for Engineering-LE [XX] Chief, Transmission Planning Branch-EOF

FROM: Chief, Land Management Section – MMLC [/X/] Chief, Program Planning Sec.-MMPA

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marina and RV Park

[XX] This request is referred for evaluation and comments, including adverse effects on future plans.
[ ] Please advise current operating name and field structure numbers.

ATTACHMENTS:

[XX] Drawings BPA 146252, 146252B, 146251, 38208, 38209, 103853, 103854

[X] Other attachments and/or comments SS operator comments

[X] Letter of application

[X] BPA Form(s) 782, 1620, 859

SEP 1992 FACILITIES DEVELOPMENT SECTION

JKRose:jd — Julie Rose (Land Management Section (Signature)) — 1525 (Extension)

TO: Chief, Land Management Section – MMLC

[ ] Recommended [ ] Location verified
[ ] With reservation [ ] Access roads checked
[P] Not recommended

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

NOV 1992 LAND MANAGEMENT SECTION

2-221

Comments/Reservations:

OK-RAA-EFDJ-10/7/92

CLEARANCE OF 15' FROM DRILLING EQUIPMENT TO POWER LINES MUST BE MAINTAINED. NEVER MEASURE THIS DISTANCE DIRECTLY WITH TAPE MEASURES, RODS ETC. - DJK-EESC-10/9/92

SEE COMMENTS. GPG EFDJ 11/2/92 VSR RSW

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Walter C. Schwarz (Signature) — 11/5/92 (Date)

BPA 411 AUG. 1988

23-Oct-1992

To : Julie Rose, Land Management Section - MMLC

From : Gregory Gilbert, Facilities Development Section - EFDJ

Subject: ENGINEERING REVIEW OF R/W USE PERMIT
Application for: Well on Wedson Substation
Line Name (design): Wedson substation
Case no: 920845
Applicant: Coast Marina and RV park
EFDJ log no: 2-221

Comments/Reservations:

Coast Marina and RV Park proposes to install a well on the Wedson Substation and run the water main from the well under the access road.

Dick Albrecht (EFDJ) stated that the entrance road to the substation is asphalted and that the applicant would be required to restore the road to original condition after construction. In addition, the road must remain open at all times for substation maintenance.

Gene DeVore (EFDJ) concurres with Don Kauffman (Line Foreman--North Bend) who recommends against the purchase of water from our well.

Facilities Engineering agrees with Don Kauffman's recommendation that Coast Marina drill a well in the vicinity of the existing water supply. This would not create any additional problems for line maintenance, and would avoid any potential contamination problems associated with drinking water wells on BPA substation property. In addition, the presence of the well would complicate possible future yard expansion.

Facilities Engineering therefore recommends against the issuance of the permit, and suggests an alternate location for the well be found.

Please call me at extension 3827 if you have any questions.

11/5/92
att Page 1 of 1

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: [X] Chief, Facilities Design Branch – EFD [X] Asst. Area Manager for Engineering-LE [X] Chief, Transmission Planning Branch-EOF [X] Chief, Program Planning Sec.-MMPA

FROM: Chief, Land Management Section – MMLC

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marina and RV Park

[X] This request is referred for evaluation and comments, including adverse effects on future plans.
[ ] Please advise current operating name and field structure numbers.

ATTACHMENTS:

[X] Drawings BPA 146252, 146252B, 146251, 38208, 38209, 103853, 103854

[X] Other attachments and/or comments SS operator comments

[X] Letter of application

[X] BPA Form(s) 782, 1620, 659

JKRose:jd

Julie Rose — Land Management Section (Signature)

3291 (Extension)

TO: Chief, Land Management Section – MMLC

[X] Recommended
[ ] With reservation
[X] Not recommended

[ ] Location verified
[ ] Access roads checked

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

OCT 1992 LAND MANAGEMENT SECTION

Comments/Reservations:

The Lower Columbia Area has the following comments:

Environmental feels BPA should not allow the installation of such wells; the risks far outweigh the benefits.

Also, see the attached not recommending comments from Don Kauffman of North Bend.

DISTRIBUTION:

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MMPA: return one white copy

Edward A. Peterson — ~~Asst. Area Manager for Engineering~~ (Signature)

10/16/92 (Date)

BPA 411 AUG. 1988

BPA F 1325.01e
(01-89)
(Previously BPA 1100) Electronic Version of BPA F 1325.01 Approved by SSTD on 01-28-92

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

Memorandum

DATE : October 20, 1992

FROM : Frederick J. Walasavage
Area Environmental Manager - LD-5

SUBJECT: Drilling of Well at Wendson

TO : Edward A. Peterson
Assistant Area Manager, Engineering - LE

The following is in response to the Land Branch Case No. 920849, Installation of Drinking Water at Wendson Substation. From an environmental standpoint, it is my opinion that BPA should not allow the installation of such wells. The risks far out weigh the benefits. In fact, whenever possible, the LCA is converting over to public water supplies where opportunities allow.

For further discussion on this issue, please don't hesitate to contact me.

FJWalasavage:kdw:x3919:10/19/92 (WENDSON.DOC)

cc:
J. Rose - MMLC
C. Leiter - MMPB
Official File LD (EQ 17-13 Wendson)

10/16/92
Att 1 of 2

8/28/92

To: Lee Rose

From: Don Kauffman L.F. North Bend

Subject: Well at Wendson Sub.

Enclosed is a letter from Coast Marina Membership Association. I would recommend against their purchasing water from our well. If a well is drilled it should be in the same vicinity as the existing water supply , so they can use the existing waterline and easement. A well drilled in the vicinity of the existing water supply would not create any additional problems for line maintenance.

10/16/92
att 2 of 2

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

LAND BRANCH

Case No. 920845

MEMORANDUM

DATE: 9-30-92

TO: ☒ Chief, Facilities Design Branch – EFD ☐ Asst. Area Manager for Engineering-LE ☒ Chief, Transmission Planning Branch-EOF

FROM: Chief, Land Management Section – MMLC

SUBJECT: Application for: the drilling of a well on Wendson SS and a waterline crossing under access road ☒ Chief, Program Planning Sec.-MMPA

Line: Wend-SS
Toledo

Tract No(s).: WEND-SS-PA, WEND-SAR-P1 and WEND-SAR-P1.1

Location: Section 16, Township 16 South, Range 11 West, Willamette Meridian, Lane County, Oregon

Applicant: Coast Marine and RV Park

☒ This request is referred for evaluation and comments, including adverse effects on future plans.
☐ Please advise current operating name and field structure numbers.

ATTACHMENTS:

☒ Drawings BPA 146252, 146252R, 146251, 38209, 38209, 103853, 103854

☒ Other attachments and/or comments SS operator comments

☒ Letter of application

JKRose:jd ☒ BPA Form(s) 782, 1620, 859

Julie Rose
Land Management Section (Signature)

3291
(Extension)

TO: Chief, Land Management Section – MMLC

☐ Recommended
☐ With reservation
☐ Not recommended
☐ Location verified
☐ Access roads checked

DESIGN NAME	OPERATING NAME	OPERATING STRUCTURE NO.

Comments/Reservations:

Any facilities installed on BPA property must be completely separated from substation ground grid.

OCT 1992
LAND MANAGEMENT SECTION

DISTRIBUTION:

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MMPA: return one white copy

Leo J Kurkowski
(Signature)

10-15-92
(Date)

BPA 411 AUG. 1988

LOG NUMBER: 885 Lo – LDT

DATE: 10/1/92 - Respond 10/12/92

LINE: Wendson Sub. STATION

STRUCTURE #

TO: AREA ENGINEERING - LE

FROM: Jim Mattix, TRANSMISSION LINE MAINTENANCE - LDT

DATE: 10-6-92

TLM RESPONSE/COMMENTS ON LAND ACTIVITIES

_____ RECOMMENDED _____ NOT RECOMMENDED _____ WITH RESERVATION

___ NO SPECIFIC COMMENTS TO OFFER AT THIS TIME ON THIS CASE.

___ A DISTANCE OF AT LEAST _____ FEET MUST BE MAINTAINED BETWEEN STRUCTURES AND _____.

(1) _X_ ACCESS TO ROW AND STRUCTURES MUST BE CLEAR AND AVAILABLE AT ALL TIMES FOR MAINTENANCE PURPOSES.

___ A DISTANCE OF AT LEAST ____ FEET MUST BE MAINTAINED BETWEEN CONDUCTORS AND _____.

___ A DISTANCE OF AT LEAST _____ FEET IN DIAMETER SURROUNDING THE STRUCTURES MUST BE KEPT CLEAR AT ALL TIMES.

(2) _X_ ROADS MUST BE LEFT IN THE SAME OR BETTER CONDITION.

___ GUARD-TYPE BARRIERS MAY NEED TO BE INSTALLED AROUND STRUCTURES FOR PROTECTION FROM _____.

___ BUSHES AND SHRUBS USED IN LANDSCAPING MUST NOT EXCEED ____ FEET IN HEIGHT.

___ CHRISTMAS TREES SHOULD NOT EXCEED ____ FEET IN HEIGHT.

___ ORCHARD TREES SHOULD NOT EXCEED ____ FEET IN HEIGHT.

___ 16' GATES WITH TLM LOCKS MUST BE INSTALLED IF ACCESS TO ROW/STRUCTURES IS FENCED.

___ _____ MUST BE BURIED AT LEAST _____ INCHES FOR PROTECTION FROM HEAVY MAINTENANCE VEHICLES WEIGHING UP TO 54,000 GVW.

ADDITIONAL COMMENTS AND/OR CONCERNS: See Comments From Don

(4) Kauffman of North Bend.

(3) When auger is being drilled - access must be clear at all times

(6452E)

8/28/92

To: Lee Rose

From: Don Kauffman L.F. North Bend

Subject: Well at Wendson Sub.

Enclosed is a letter from Coast Marina Membership Association. I would recommend against their purchasing water from our well. If a well is drilled it should be in the same vicinity as the existing water supply , so they can use the existing waterline and easement. A well drilled in the vicinity of the existing water supply would not create any additional problems for line maintenance.

8-28-92 Julie

Don Coffman from North Bend SS

Coast marnia has written them a letter stating that the oregon Clean water act will prohibit them from taking water from a spring on BPA property.

The use the water for a Recreation — mobile home park with about 50 spaces.

In the past they had a water line running down the draw from the spring for supply. This water & line were reserved rights in deeds [redacted] (if somewhat iffy). We damaged (so they said) their water line when we constructed the access road to the Sub station. We then installed them a new line accross SS property.

Don first called me about this in July when BPA needed to install a culvert on an access road for power lines comming into the Sub station. Al, he needed to know then is what rights we had to cross the water line (above ground)? He was however aware that the Coast Marina Park wanted to dril a well on SS property. He did not want a well on the property for various reason the most important to him was liability from possible SS polution.

He has now recieved a formal request from Coast Marina to drill a well

and requested of me how To handle iT.

I Told him That The request would have To be processed here in The land branch. He was afraid his Concerns would noT be addressed so I Told him To write Them out and Send Them along with The request.

I hope This is OK, if noT leT me Know

O L Rose

Coast Marina & RV Park
07790 Highway 126
Florence, Or. 97439

Bonneville Power
320 Viking Way
North Bend, Or. 97459

Attention: Don Kauffman

Subject: Letter of Intent

Dear Mr. Kauffman,

Coast Marina & RV Park, which is a private park for 46 coaches, has used an existing source of water located on your property for many years.

The new 1993 Clean Water Act states open water sources will no longer be permitted. They must be covered.

We wish an appointment with your proper management to request our drilling a new well on said property 75' - 100' east of the existing east fence or purchasing water from your well for our use. We expect to assume any financial responsibility.

A well is considered a covered source and therefore fulfills the requirements of this new 1993 Clean Water Act.

Don McDougal, Vice President of our Board of Directors, will be contacting you shortly for discussion.

Sincerely,

Ken Brockman
President,
Coast Marina Membership Association

CC: Don McDougal

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
LAND BRANCH

LIS CASE No. 930755

TO: Land Information Section - MMLA Date: OCT 12 1993

This case has been closed by the Land Management Section. Please verify data on the Land Information System and process the record for storage and retrieval.

Line Name: Wendson Substation and Access Road

Grantee: Scott Wills

Julie Rose
Julie Rose
Realty Specialist
Land Management Section

cc: (with Permit attached)
~~Lower Columbia Area Transmission Line Maintenance - LDT..... 2~~
~~Lower Columbia Aerial Patrol - MC/PDX..... 1~~

CM:Kimball:jd:4528
File has been audited in the Land Information Section.

Jm 10-13-93
Land Information Section Auditor
Jak 11-3-93

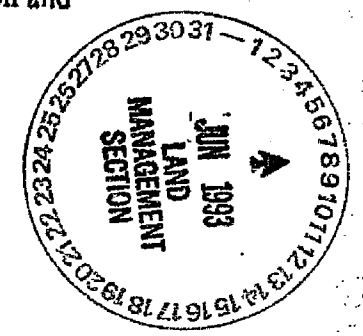
93 OCT 12 P12:51
LAND INFORMATION SECTION

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

JUN 3 1993

In reply refer to:
MMLC (Case No. 930755)
Tract No. WEND-SS (FEE) and
WEND SAR-P1, P1.1 & P2
LAND USE No. 93193

Wendson Substation and
Access Road



CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Scott Wills
7699 Bernhardt Heights Road
Florence, OR 97439

Dear Mr. Wills:

Subject: Use of Bonneville Power Administration (BPA) Easement and Fee-owned Access Road to Transport a Modular Home in the S½NE¼ and Lot 1, Section 16, Township 18 South, Range 11 West, W.M., Lane County, OR

The above-described use of this land has been determined not to be a hazard to, nor an interference with, BPA's present use of this area for electric transmission line purposes. Accordingly, there is no objection to such use.

You, of course, will have to assume risk of loss, damage, or injury which may result from your use of the area. It is understood that any damage to BPA's property caused by or resulting from your use of the area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by you.

The following conditions also must be complied with:

1. The approximate location of the road shall be as shown on the attached drawing marked Exhibit A, which is a segment of BPA Drawing No.146252.

2. The use, and maintenance of the road shall be at no cost to BPA.

3. Operators of equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors (wires).

4. You shall restore BPA's road to its original condition or better following use.

Land Use Agreement with Scott Wills
dated JUNE 3, 1993; Subject: Use Access Road to Transport Modular Home

5. The road shall remain a minimum of 50 feet from the point where structure legs enter the earth. If this clearance cannot be met, you must install guard devices, such as barriers, guardrails, or posts for the protection of BPA's structures

6. This use is for one day only.

7. A BPA safety watcher must be on site during your use.

It is further understood that the rights granted you hereunder by BPA are subject to existing rights of other parties, if any.

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 will become effective upon you returning this agreement with your approving signature.

You may direct any communication to this office, P.O. Box 3621, Portland, Oregon 97208, or by telephoning Julie Rose at (503) 230-3291.

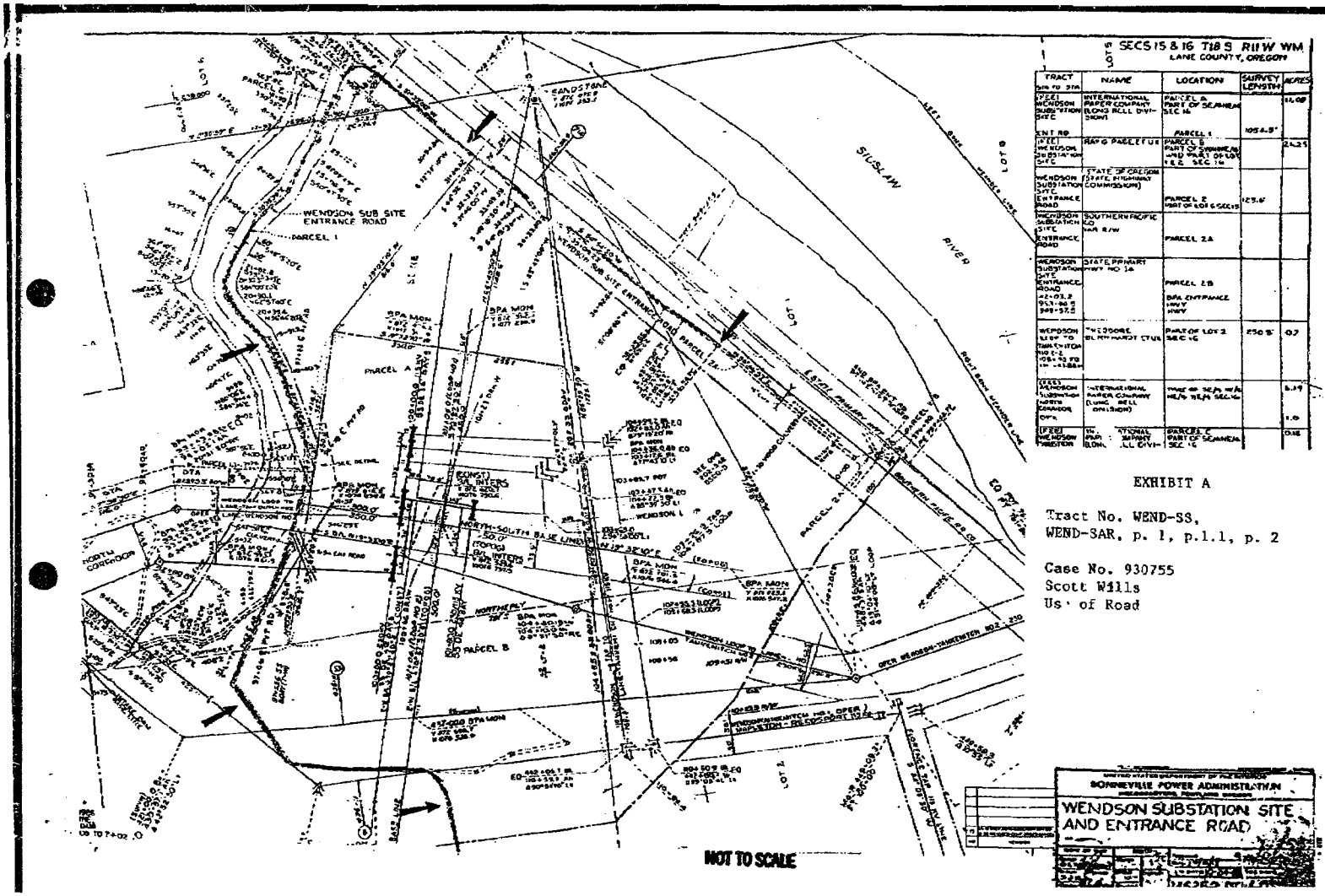
Sincerely,

Karen Pick
for Renee M. Ferrera
Chief, Land Management Section

The terms and conditions of the above Land Use Agreement are accepted this 3 day of JUNE, 1993.

By Scott Wills
Scott Wills

Tract No. WEND-SS (FEE) and
WEND SAR-P1, P1.1 & P2
LAND USE No. 93193



T 18 S R 11 W WM
LANE COUNTY, OREGON

TRACT (See TO DTA)	NAME	LOCATION	SURVEY LENGTH	ACRES
(FEE) WENDSON SUBSTATION SITE	INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)	PARCEL A PART OF SE/4NE/4 SEC 16		15.68
ENT RD		PARCEL 1	1054.5'	
(FEE) WENDSON SUBSTATION SITE	RAY G PARCELFUS	PARCEL B PART OF S 1/2NW/4 AND PART OF LOT 6 SEC 16		24.35
WENDSON SUBSTATION SITE ENTRANCE ROAD	STATE OF OREGON (STATE HIGHWAY COMMISSION)	PARCEL 2 PART OF LOT 6 SEC 16	125.6'	
WENDSON SUBSTATION SITE ENTRANCE ROAD	SOUTHERN PACIFIC CO MAIN R/W	PARCEL 2A		
WENDSON SUBSTATION SITE ENTRANCE ROAD 42+01.2 953+86.8 949+57.6	STATE PRIMARY HWY NO 1A	PARCEL 2B BPA ENTRANCE HWY HWY		
WENDSON SLOPE TO TANGENTION 102+52 108+53 TO 111+88	THEODORE BLUMHARDT ETUX	PART OF LOT 2 SEC 16	250.8'	0.7
(FEE) WENDSON SUBSTATION NORTH CORRIDOR	INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)	PART OF SE/4 NE/4 NE/4 NW/4 SEC 16		5.19
DTA				1.0
(FEE) WENDSON TERMINUS	W. PAR- ELONL	TIONAL RAILWAY CO. ALL DIVI-	PARCEL C PART OF SE/4NE/4 SEC 16		0.18

EXHIBIT A

Tract No. WEND-SS,
WEND-SAR, p. 1, p.1.1, p. 2

Case No. 930755
Scott Wills
Us · of Road

BONNEVILLE POWER ADMINISTRATION

WENDSON SUBSTATION SITE AND ENTRANCE ROAD

LAND MANAGEMENT
JUN 3,93 14:24 NO.005 P.04

BPA F 1325.01
(01-89)
(Previously BPA 1100)

U.S. DEPARTMENT OF ENERGY – BONNEVILLE POWER ADMINISTRATION

Memorandum

DATE : June 3, 1993 Julie Rose

FROM : Julie Rose, Realty Specialist, Land Management Section - MMLC

SUBJECT: Determination and Finding, Use of Wendson Substation (FEE) and Wendson Substation Access Road (Easement) to Move Modular Home to Permanent Site

TO : Chief, Land Management Section - MMLC

On June 2, 1993, Arnold Hultberg, Eugene District Office, called requesting we prepare an agreement so Scott Wills could use BPA's access road to move a modular home. Mr. Wills own access road is too steep to accommodate this move. The use is to be for approximately 6 hours. Hultberg wanted something in writing to make sure liability on either side will not become an issue. He requested we prepare the agreement by the next day so Mr. Wills did not lose the window of opportunity to do the work while it was not raining (rain is predicted).

As this use is to be for such a short duration of time, for good public relations and as a good neighbor policy, we are not charging for this use.

CONCUR: Karen Rick (acting)

DATE: 6/3/93

JKRose:jr:3291:06/06/93 (MMLC:8989:b:93075501)

cc:
Official File - MMLA (Case No. 930755)

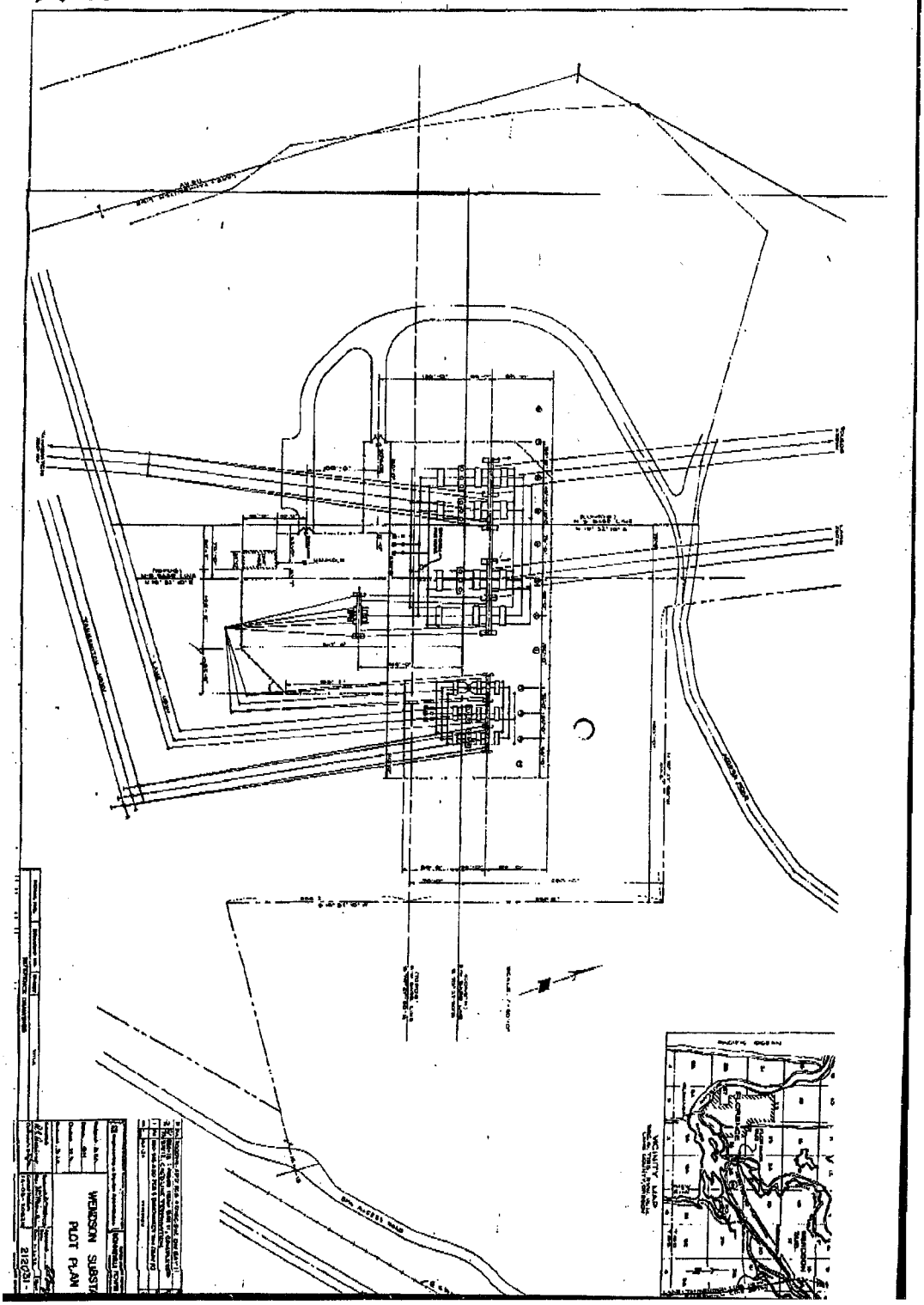
DATE 6/3/93 TIME 10:40

Post-it™ brand fax transmittal memo 7671	# of pages ▸ 4
To Julie Rose - MMLC	From Arnold Hultberg - LG
Co. BPA	Co. BPA
Dept. (503) 230-3291	Phone # (503) 465-6954
Fax # (503) 230-7615	Fax # (503) 465-6844

Date: 6/3/93 Time: 10:40

Post-it™ brand fax transmittal memo 7671	# of pages ▸ 4
To Ed Peterson - LE	From Arnold Hultberg-LG
Co. BPA	Co. BPA
Dept. (503) 230-5235	Phone # (503) 465-6954
Fax # (503) 230-5910	Fax # (503) 465-6844

5-23-84



U.S. DEPARTMENT OF ENERGY – BONNEVILLE POWER ADMINISTRATION
APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY

BPA F 4300.03
(10-91)
(Replaces BPA 1026, Prior editions are obsolete.)
Page 1

* This side completed by applicant only *

DATE

APPLICANT
1. NAME: Scott Winchell Wills
2. ADDRESS: 7699 Bernhardt Heights Rd, Florence, OR 97439
3. TELEPHONE NO.: (503) 997-4944

OWNER
4. NAME: Same
5. ADDRESS:
6. TELEPHONE NO.: ( )

7. LOCATION OF PROPERTY:

QUARTER SECTION(S)	SECTION(S)	TOWNSHIP	RANGE	COUNTY	STATE
	18	19S	11W	Lane	ORE

8. OTHER DESCRIPTION OF YOUR PROPERTY LOCATION:
My property is immediately west of BPA's Wendson Substation. Property lines common approx 1320 FT

9. PURPOSE FOR WHICH BPA RIGHT-OF-WAY PROPERTY IS TO BE USED (Include a map or sketch if appropriate.)
Transport of 2 sections of a modular home by licensed & bonded contractors.

10. RIGHT-OF-WAY: Draw in space provided below the proposed use. Identify structures and show distances and angles, if appropriate. If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.

See attached

BPA STRUCTURE IDENTIFICATION | BPA STRUCTURE IDENTIFICATION

11. CHECK (✓) TYPE OF BPA STRUCTURE REFERRED
☐ Wood Pole
☐ Steel Tower

12. APPLICANT SIGNATURE: Scott W. Wills

13. APPLICANT TITLE

INSTRUCTIONS (For additional information refer to BPA publication "Landowner's Guide to Use of BPA Rights-of-Way.")
Applicant: complete and submit this form to closest Area or District Office.

1-3. Applicant name, address, and telephone number.

4-5. Complete only if the applicant is not the owner. Owner name, address, and telephone number.

7. Legal description of the property. (This information is on your title insurance policy, courthouse deed, or your tax statement.)

8. Additional information to locate the property; i.e. distance and direction from nearest town, highway, county road, or other landmark.

9. Detailed description of proposed land use.

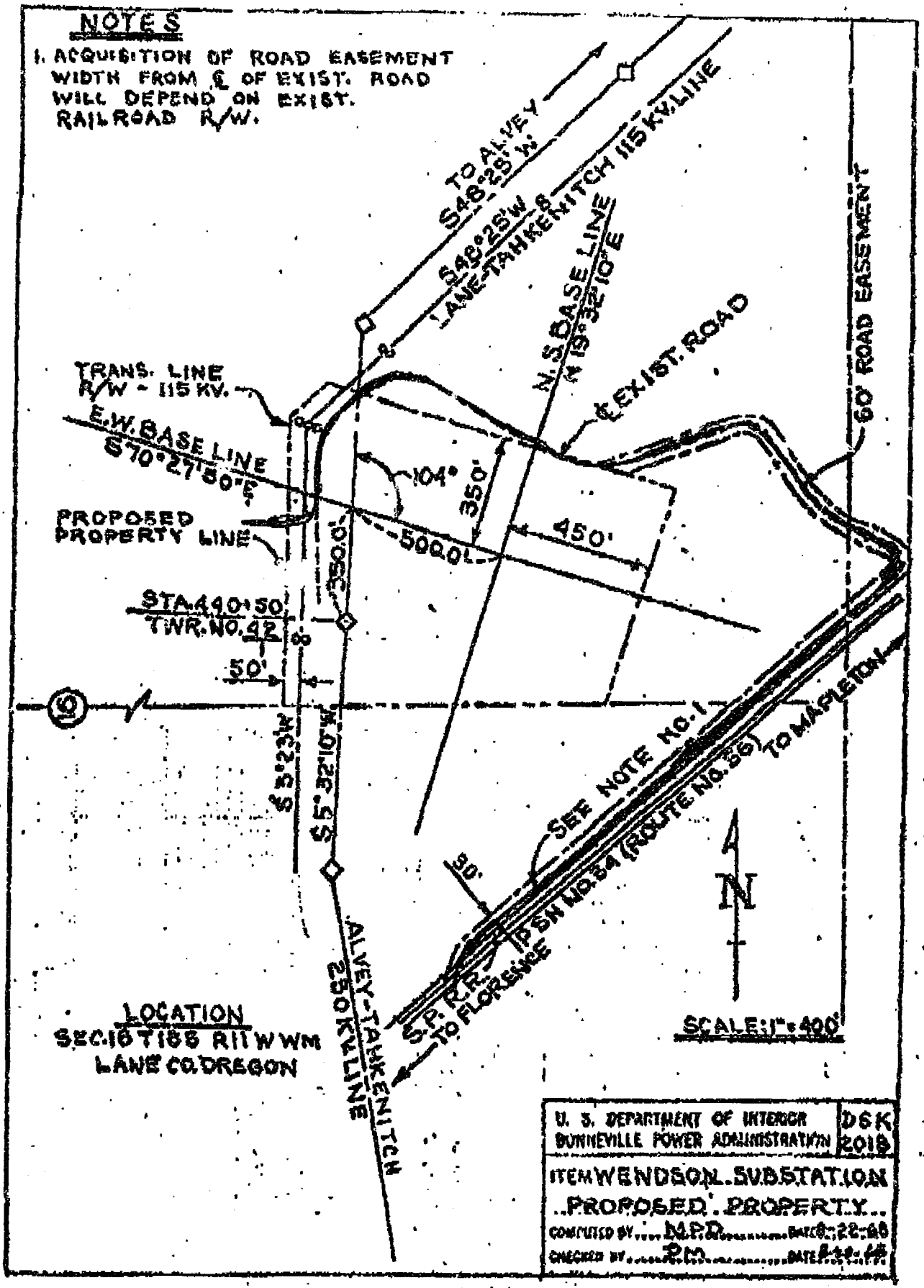
10. Diamonds on the line represent towers or poles on the right-of-way. Indicate which direction is "North" in relation to the right-of-way. Since right-of-way widths vary, and conductors (wires) are not always located in the center of the right-of-way, you may have to contact the closest Area or District Office for help.

Copy the series of letters and numbers from the lower half of each tower or pole (i.e., MCNY HORS 1-13-1) and enter in "BPA Structure Identification" block.

11. Check (✓) type of BPA structure.

12. Applicant signature.

13. Applicant title is optional.


NOTES
1. ACQUISITION OF ROAD EASEMENT WIDTH FROM ℄ OF EXIST. ROAD WILL DEPEND ON EXIST. RAILROAD R/W.
TO ALVEY
S48°25'W
S48°25'W
LANE-TAHKENITCH 115 KV. LINE
N.S. BASE LINE
N 19°32'10"E
℄ EXIST. ROAD
60' ROAD EASEMENT
TRANS. LINE R/W - 115 KV.
E.W. BASE LINE
S70°27'50"E
104°
350'
450'
500.0'
350.0'
PROPOSED PROPERTY LINE
STA. 440+50
TWR. NO. 42
50'
16
S 3°23'W
S 5°32'10"W
SEE NOTE NO. 1
TO MAPLETON
PSN NO. 34 (ROUTE NO. 36)
30'
N
S.P. R.R.
TO FLORENCE
ALVEY-TAHKENITCH 250 KV. LINE
LOCATION
SEC. 16 T18S R11W WM
LANE CO. OREGON
SCALE: 1" = 400'
U. S. DEPARTMENT OF INTERIOR
BONNEVILLE POWER ADMINISTRATION
DSK 2018
ITEM WENDSON SUBSTATION
PROPOSED PROPERTY
COMPUTED BY M.P.D. DATE 8-22-68
CHECKED BY P.M. DATE

TO: ARNOLD HULTBERG 6/3/93

DEAR SIR:

I PROPOSE TO MOVE 2 SECTIONS OF A MODULAR HOME OVER YOUR WENDSON SUBSTATION ROAD ON THE ROUTE SHOWN ON THE ATTACHED MAP. THE TIME FRAME WOULD BE 6/8/93 LEAN. THE SECTIONS WILL BE MOVED BY LICENSED BONDED CONTRACTORS. TO MINIMIZE INCONVENIENCE NOW AND IN THE FUTURE I DO HEREBY GRANT ACCESS THROUGH MY PROPERTY TO THE BPA WENDSON IF AT ANY TIME ACCESS BY BPA'S ROAD IS RESTRICTED OR BLOCKED. THANK YOU FOR YOUR CO-OPERATION IN THIS MATTER AND I WOULD ALSO LIKE TO COMMEND THE REST OF THE BPA STAFF THAT I HAVE HAD CONTACT WITH OVER THE YEARS, ESPECIALLY JOE SANDOVAL WHO HAS ALWAYS BEEN FRIENDLY AND A GOOD NEIGHBOR - HE IS GOOD P.R. FOR YOU.

THANK YOU

SCOTT WILLS

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
REAL ESTATE FIELD SERVICES

LIS CASE No. 19970282

TO: Real Property Information - TSR-3 Date: March 12, 1998

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.

Line Name: Wendson Substation Site

Operating Name:

Grantee: Scott Timber Company
Carey Weatherly

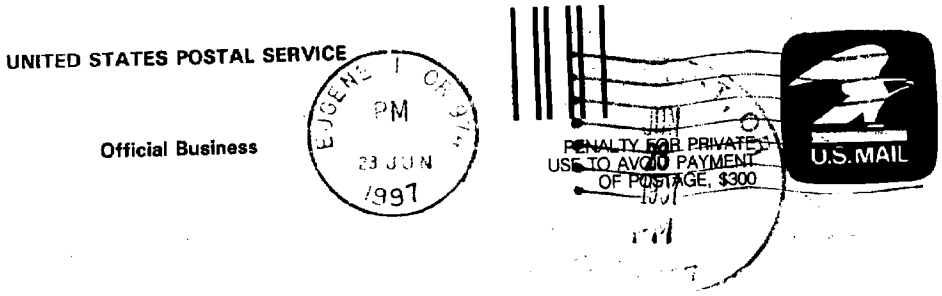
Crystal Sutton

for Don Gerig
Realty Specialist
Real Property Services

cc: (with Permit attached)
Survey/Mapping - TSRS 1
Manager, Right-of-Way - TSRS 1

File has been audited in Real Property Information.

EC 4/15/98
Real Property Information Auditor



Print your name, address and ZIP Code here

BPA/ALVEY
86000 FRANKLIN BLVD
EUGENE, OR 97405

attn: Don Gerig

13

Department of Energy
Bonneville Power Administration
86000 Franklin Blvd.
Eugene, OR 97405

June 18, 1997

In reply refer to: TSRFAlvey
Tract No.: WEND-SAR-P1,-P1.1,-P2(Easement)
WEND-SS-NC and -PA(Fee)
LAND USE No. 970282
LINE: Wendson Substation Site and Entrance Road

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Carey Weatherly
Scott Timber Company
711 Port Dock Road
Reedsport, OR 97467

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to use of BPA's easement and fee-owned property for construction/installation, use, and maintenance of a temporary logging access road..

The location of your use is partially within the SE1/4NE1/4 of Section 16, Township 18 S, Range 11 W, Willamette Meridian, Lane County, State of Oregon, as shown approximately on the attached segment of BPA Drawing, marked Exhibit A.

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.

BPA'S AGREEMENT IS CONTINGENT ON THE FOLLOWING CONDITIONS:

1. Compliance with the the provisions of the attached Timber Sale Agreement, marked Exhibit B.

2. This agreement shall expire midnight October 31, 1997.

3. Log decking and storage of logs under a transmission line is not allowed.

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

5. Storage of flammable materials or refueling of vehicles/equipment is prohibited on the BPA right-of-way/property.

6. No refuelingof vehicles or equipment is allowed on the BPA right-of-way/property.

7. Maintain a minimum distance of at least 25 feet between your facilities and the point where the transmission line (steel lattice structure/wood pole/guy anchor/steel pole) enters the earth. If this clearance cannot be met, contact Don Kauffman, LFIII at (541) 756-5651, about protective measures.

8. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.

9. Construction/installation, use, and maintenance of the access road shall be at no cost to BPA.

10. The brochure *Living And Working Safely Around High - Voltage Power Lines* is enclosed for your information.

11. BPA may terminate this permit upon 30 days written notice.

12. 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.

13. 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.

14. Road crossing of an existing metal pipe must prevent crushing of same. Prior to termination date of this agreement, all fill material is to be removed and the landscape brought back to it's original configuration and seeded with grass.

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 BPA's fee-owned property has been determined not to be a hazard to, nor an interference with BPA's present use of this right-of-way 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 BPA's access, 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 BPA's fee-owned 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 your use 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, (TSRF/Alvey), 86000 Franklin Boulevard, Eugene, Oregon, 97405, or by telephoning Donald Gerig at 541-465-6560.

THIS AGREEMENT IS HEREBY AUTHORIZED

Donald D. Gerig
Realty Specialist

I (We) hereby accept the terms and conditions stated in the Land Use Agreement No. 970282 above.

Signature

OPERATIONS SUPERINTENDENT
Title

June 24 1997
Date

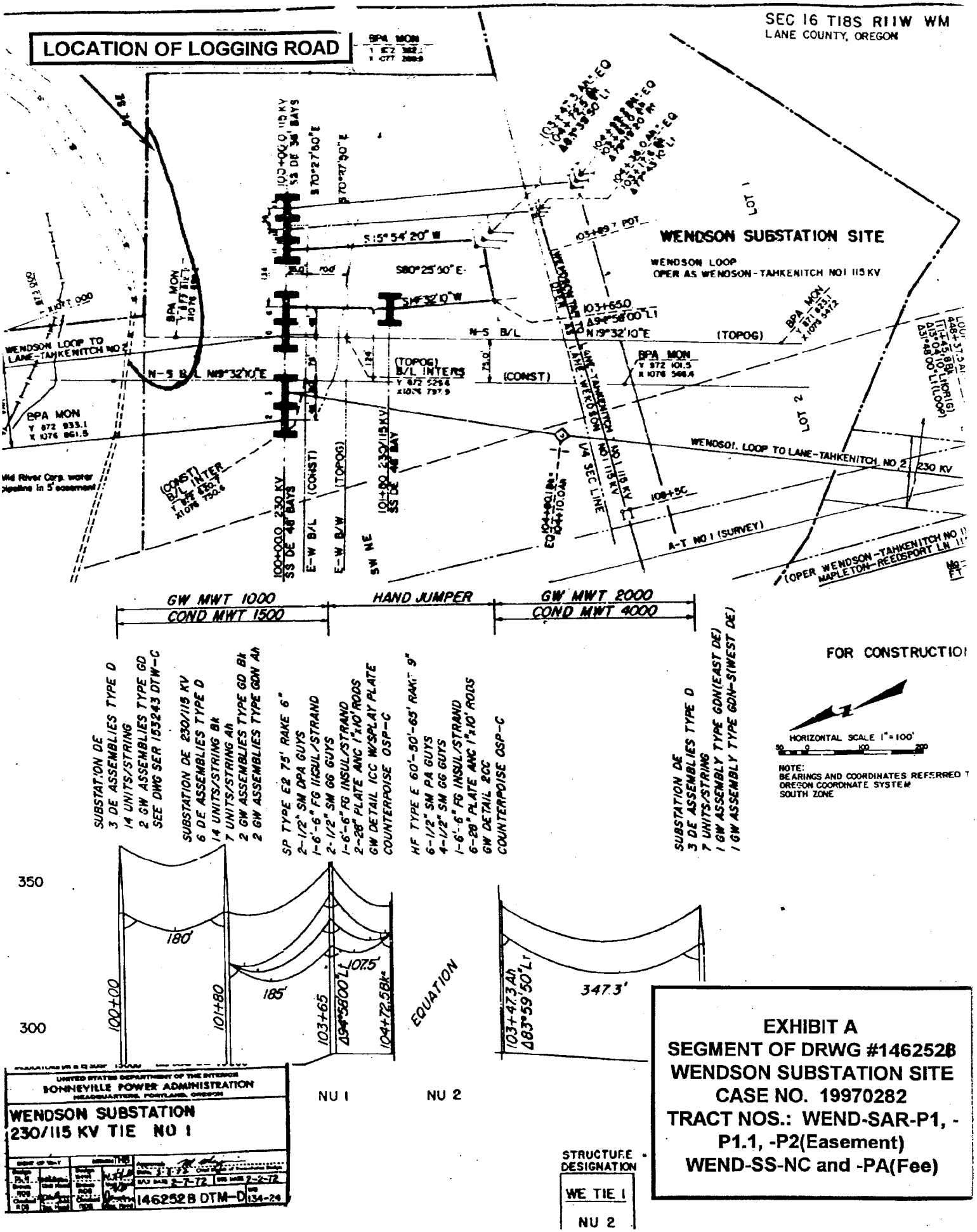

LOCATION OF LOGGING ROAD
SEC 16 T18S R11W WM
LANE COUNTY, OREGON
WENDSON SUBSTATION SITE
WENDSON LOOP
OPER AS WENDSON-TAHKENITCH NO1 115 KV
WENDSON LOOP TO LANE-TAHKENITCH NO 2
WENDSON LOOP TO LANE-TAHKENITCH NO 2 230 KV
LOT 1
LOT 2
BPA MON
N-S B/L
(TOPOG)
(CONST)
E-W B/L
A-T NO 1 (SURVEY)
GW MWT 1000
COND MWT 1500
HAND JUMPER
GW MWT 2000
COND MWT 4000
FOR CONSTRUCTIO
HORIZONTAL SCALE 1"=100'
NOTE:
BEARINGS AND COORDINATES REFERRED T
OREGON COORDINATE SYSTEM
SOUTH ZONE
SUBSTATION DE
3 DE ASSEMBLIES TYPE D
14 UNITS/STRING
2 GW ASSEMBLIES TYPE GD
SEE DWG SER 153243 DTW-C
SUBSTATION DE 230/115 KV
6 DE ASSEMBLIES TYPE D
14 UNITS/STRING Bk
7 UNITS/STRING Ah
2 GW ASSEMBLIES TYPE GD Bk
2 GW ASSEMBLIES TYPE GDN Ah
SP TYPE E2 75' RAKE 6"
2-1/2" SM DPA GUYS
1-6'-6" FG IIGUL/STRAND
2-1/2" SM GG GUYS
1-6'-6" FG INSUL/STRAND
2-28" PLATE ANC 1"x10" RODS
GW DETAIL ICC W/SPLAY PLATE
COUNTERPOISE OSP-C
HF TYPE E 60'-50'-65' RAKE 9"
6-1/2" SM PA GUYS
4-1/2" SM GG GUYS
1-6'-6" FG INSUL/STRAND
6-28" PLATE ANC 1"x10" RODS
GW DETAIL 2CC
COUNTERPOISE OSP-C
SUBSTATION DE
3 DE ASSEMBLIES TYPE D
7 UNITS/STRING
1 GW ASSEMBLY TYPE GDN(EAST DE)
1 GW ASSEMBLY TYPE GDN-S(WEST DE)
350
300
180'
185'
107.5'
347.3'
100+00
101+80
103+65
Δ94°58'00" Lt
104+72.5 Bk
EQUATION
103+47.3 Ah
Δ83°59'50" Lt
NU 1
NU 2
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON
WENDSON SUBSTATION
230/115 KV TIE NO 1
1462528 DTM-D
STRUCTURE DESIGNATION
WE TIE 1
NU 2
EXHIBIT A
SEGMENT OF DRWG #1462528
WENDSON SUBSTATION SITE
CASE NO. 19970282
TRACT NOS.: WEND-SAR-P1, -P1.1, -P2(Easement)
WEND-SS-NC and -PA(Fee)

EXHIBIT "B"

Tract No.: WEND-SS-PA
Land Use No.: 970282

AGREEMENT AND BILL OF SALE

The UNITED STATES OF AMERICA, acting by and through the Administrator of the Bonneville Power Administration (BPA), under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 377), and regulations and orders promulgated thereunder, for and in consideration of work to be performed, does hereby grant, bargain, sell and convey to **Scott Timber Company**, Purchaser, the following described property:

> All designated timber located within a portion of the BPA fee-owned area identified and acquired as Tract No. WEND-SS-PA recorded in the Deed Records of Lane County, Oregon, and located in the SE1/4NE1/4, Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon.

The following conditions shall apply to the sale and shall be in force commencing the first day Purchaser, or Purchaser's contractor, enters the BPA fee-owned area to begin work:

1. Payment. No cash payment from Purchaser is required. Any marketable wood generated by the cutting of the designated timber will become the property of the Purchaser. The marketable wood will be exchanged for the work described herein.

2. Designated Timber. The timber to be cut and removed is located on the northeast side of the cleared area for the substation facilities extending from the Lane-Wendson No. 1 transmission line east to the NE corner of BPA's ownership then extending south to a large metal culvert originating from the substation facilities. Only merchantable material is to be cut. All submerchantable material shall be protected from damage as much as practicable during the logging and cleanup operations. See Exhibit "C".

3. Additional Work to be Performed.
   - Scarify and pile the logged over area, burn the piles, and replant the cleared area with Douglas-fir seedlings with approximately 400 trees to the acre.
   - Burn the slash pile to the west of the substation.
   - Move stumps now decked at the western edge of the designated cutting area to a suitable burning site and burn the stumps.
   - Move the slash under the Lane-Wendson No. 1 line to a suitable burning site on land owned by Purchaser for burning.

- Purchase and spread rock on access roads within the BPA ownership and easements as specified by Don Kauffman, LFIII, until costs of all the work to be performed equals the revenues received from the timber.

4. Directional Felling Requirements. Purchaser shall fall all timber away from any transmission line, fence, road, or other improvement. Any tree that could fall within 15 feet or less of a conductor shall be line felled, tree jacked with hydraulic rams, or felled utilizing any other method that would keep the tree from damaging those facilities.

5. Permits. The Purchaser shall be responsible for obtaining any permits or approvals from Federal, State, or local jurisdictions, required for the cutting and/or removal of the trees sold herein.

6. Compliance With Laws. The Purchaser shall be responsible for compliance with any Federal, State, or local laws and regulations applicable to cutting and/or removal of the trees sold herein. The Purchaser shall be liable for all costs, fines, or penalties related to noncompliance with said Federal, State, or local laws and regulations, as a result of Purchaser's, or its contractor's, activities associated with cutting and/or removal of the trees sold herein.

7. Tax Liability. The Purchaser shall be responsible for any tax liability arising from cutting and/or removal of the trees.

8. Fire Prevention. The Purchaser shall take such measures for the prevention and suppression of fire on the area as are required by applicable laws and regulations.

9. No Export. The Purchaser shall not export any of the trees sold herein.

The above-described property was both duly determined to be surplus to the needs and requirements of BPA and assigned for disposal pursuant to authority contained in the said Federal Property and Administrative Services Act as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, seller has caused this instrument to be executed as of June 16, 1997.

UNITED STATES OF AMERICA
Bonneville Power Administration

for By _____
Manager, Real Property Services

I (We) hereby accept the terms and conditions stated in the Agreement and Bill of Sale above.

_____
Signature

Operations Superintendent
Title

June 26, 1997
Date

KWStephenson:kws:5675:6/13/97(TSR\C:DATA\WENDSON2.DOC)

EXHIBIT "C"

United States Government **Department of Energy**

Bonneville Power Administration

DATE: June 18, 1997

REPLY TO ATTN OF: TSRF/Alvey

SUBJECT: Determination and Findings, Land Use Agreement (FEE and EASEMENT) for the Construction and use of a Temporary Access Road at BPA's Wendson Subtstation, BPA Tract Nos. WEND-SAR-P1, -P1.1, -P2 (Easement) and WEND-SS-NC and -PA (Fee), Case No. 970282

Renee Ferrera, Manager
Real Estate Field Services - TSRF-3

Scott Timber Company has filed an application for construction and utilization of a temporary logging access road across a portion of BPA's fee-owned Wendson Substation property. They will also be utilizing the existing access road to this substation. The location of this request is within the SE1/4NE1/4 of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, State of Oregon.

This property was acquired as Tract Nos. WEND-SS-NC and - PA (Fee) and WEND-SAR-P1, -P1.1, -P2 (Easement).

Due to the fact the Land Use Agreement has a termination date of October 31, 1997, and that Scott Timber Company will provide BPA several valuation equalization services (such as graveling of BPA access roads and moving and burning existing BPA slash piles), no payment for BPA's fee-owned property has been requested.

Your concurrence is requested.

Donald D. Gerig
Realty Specialist

CONCUR: _signed JWG for RMF__ DATE: , 6/18/97

cc:
Official File - TSR-3
Alvey Line File
Gerig File

State of Oregon
Department of Forestry / Department of Revenue
Notification number: 97-781-50890 Wendson Bpa

Attached is the processed information from the Notification of Operation and/or Application for Permits.
Please review this information and retain for future reference.

[X] - Notice is given to the State Forester that an operation will be conducted on the lands described herein (ORS 527.670).

[X] - A permit to operate power driven machinery is issued for the lands described herein (ORS 477.625) EXPIRES END OF 1997.

[X] - A notice is given to the State Forester and the Department of Revenue of the intent to harvest timber (ORS 321.550).

I. WHERE TIMBER HARVESTING IS PART OF THE PROPOSED OPERATION:

A. NOTICE TO TIMBER OWNER: Party owning the harvested timber at the point it is first measured is shown in the section marked TIMBER OWNER and is responsible for payment of Oregon timber taxes.

B. NOTICE TO LAND OWNER: Party shown in the section marked LAND OWNER is responsible for reforestation of the site if so required.

II. PRIOR APPROVAL BY THE STATE FORESTER AND WRITTEN PLANS:

[ ] - A PRIOR APPROVAL may be required before certain activities can commence on the Operation.

A WRITTEN PLAN may be required for the situations indicated by an [X] below. Approval of a WRITTEN PLAN or a WRITTEN WAIVER must be obtained from the Forest Practices Forester before any portion of the operation may commence.

[ ] - Within 100 feet of a large lake or Type F or Type D stream. [OAR 629-605-170(1)(a)]

[ ] - Within 300 feet of a wildlife resource site listed in the 1984 ODF/ODFW Cooperative Agreement. [OAR 629-605-170(1)(b)]

[ ] - Within 300 feet of any resource identified in the 700,800 or 2300 series administrative rules. [OAR 629-605-170(1)(c)]

[ ] - Within 300 feet of a state or federally listed threatened or endangered wildlife resource site. [OAR 629-605-170(1)(d)]

Please contact the Forest Practices Forester named on the Unit Information sheet for further information on requirements that may be necessary to meet before any activity/operation begins.

Signed by Carey Weatherly - representing the Operator.

Don Gehrig
Bonnevill Power Administration
8600 Franklin Blvd
Eugene, OR 97405

(Land owner)

District: **Western Lane**
Office: **Veneta**

County: **Lane**
WOSTOT:

Received by ODF on June 4, 1997 by mail

15 DAY WAITING PERIOD REQUIRED

********* N O T I C E ********

The State Forester has determined that the following items requiring your attention are located within or adjacent to your operation area:

[ ]- Concerns [ ]- Resources [ ]- Waters

See Unit Information on subsequent pages for details.

Operator:
Carey Weatherly
Scott Timber Co
711 Port Dock Rd
Reedsport, OR 97467
Phone: (541) 271-3688

Land owner:
Don Gehrig
Bonnevill Power Administration
8600 Franklin Blvd
Eugene, OR 97405
Phone: (541) 465-6560

Timber owner:

Scott Timber Co
P O Box 1088
Roseburg, OR 97470
Phone: 673-5500

James E. Brown
State Forester

Darrel Spiesschaert
District Forester

Department of Forestry **Notification: 97-50890**

Unit: 1 (78113112)

Forest Practices Forester: **Ron Lindsay** Phone number: **(541) 997-8713**

Start date: **6/20/97** Status: **Active**

End date: **12/31/97** Methods: Dozer

Site conditions: No Protected Waters within 100 ft FP = L

Slope of 0% to 35%

No mass soil movement FPA = L

Acres: Feet: **1000** Estimated harvest: **8** MBF

Activity: Road construction

Sc	Twp	Rge	Government lot	N E				N W				S W				S E				Harv tax	Reg use
				ne	nw	sw	se	ne	nw	sw	se	ne	nw	sw	se	ne	nw	sw	se		
16	18S	11W					X													604	SL2

Important Reforestation Information

Based on information which was filed to obtain the Notification of Operation covering the lands described above, it appears that wildlife tree retention may be required and that reforestation of the cutover forest lands may be necessary. Because harvesting is indicated on the Notification, tree stocking on these lands may be reduced to the point that planting will be required within two years following harvest completion. If the residual stocking level is reduced below levels described in the rules the land owner will be required to adequately restock this land. For more information contact the Forest Practice Forester at the number shown.

OREGON DEPARTMENT OF FORESTRY

Western Lane District

87950 Territorial Road ❖ P.O. Box 157 ❖ Veneta, OR 97487

Telephone: (541) 935-2283 ❖ Fax: (541) 935-0731

Internet: room.mail.veneta@state.or.us

Dear Forestry Customer;

We would like to invite you to contact us if you would like to receive a copy of the current *Forest Practices Administrative Rules*. In the past we have automatically sent a copy of the rules to each operator and landowner every year. We have identified this practice as having limited educational value for our customers while at the same time having high printing, postage and salary costs for the District.

The Chemical Application rules have changed effective January 1, 1997, the Reforestation rules changed effective January 1, 1995 and all rules have been renumbered. If you would like to obtain a copy of the rules, simply contact us at the above numbers or stop by the office.

Regards,

The Western Lane Forest Practices Staff

"STEWARDSHIP IN FORESTRY"

Volumes and Values of Timber to be Removed in Wendson Substation

Trees in Proposed Roadway

Species	Grade	Volume	Value
Douglas-fir	2 saw & better	500 bf	$357
Douglas-fir	3 saw	290 bf	$177
Douglas-fir	4 saw	140 bf	$ 70
W. Red Cedar	Camprun	90 bf	$ 72
Sitka Spruce	Camprun	30 bf	$ 14
W. Hemlock	3 saw	900 bf	$450
W. Hemlock	4 saw	120 bf	$ 56

Trees between Access Road to Sub and Proposed Road

Species	Grade	Volume	Value
Douglas-fir	2 saw & better	480 bf	$336
Douglas-fir	3 saw	560 bf	$342
Douglas-fir	4 saw	250 bf	$125
W. Red Cedar	Camprun	10 bf	$ 8
W. Hemlock	3 saw	190 bf	$ 95
W. Hemlock	4 saw	70 bf	$ 33

Extra Trees between Roseburg's Property Line and Cleared Substation Site

Species	Grade	Volume	Value
Douglas-fir	2 saw & better	2,140 bf	$1,570
Douglas-fir	3 saw	620 bf	$ 378
Douglas-fir	4 saw	210 bf	$ 105
W. Red Cedar	Camprun	120 bf	$ 96
Sitka Spruce	Camprun	1,700 bf	$ 833
W. Hemlock	2 saw	370 bf	$ 207
W. Hemlock	3 saw	2,790 bf	$1,395
W. Hemlock	4 saw	270 bf	$ 127

Grand Total of All Trees to be Removed : $6,846
Less Logging and Hauling - 2,370
Net Revenues $4,476

Approximate costs to do extra work (I am being very liberal with my estimations)

To burn slash & stump piles	$1,150
To move slash from under new line to north to burning site on Roseburg property	$ 300
To scarify area from sub access road to culvert (on north & east side of sub)	$ 525
To replant scarified area to DF seedlings	$ 250
Total Costs	$2,225

Net Revenues from timber	$4,476
Less costs to do work	$2,225
Extra money to spend on roads	$2,251

Here is a listing of what we want Roseburg to do to compensate us for timber taken:

- Cut and remove designated timber
- Burn slash pile west of substation site
- Move stumps now decked to a suitable burning site and burn them
- Move slash under the new transmission line to a suitable burning site on Roseburg's property for burning
- Scarify and pile the area from which the timber was removed
- Burn slash piles from the scarification
- Replant scarified area to 2-0 Douglas-fir seedlings to approximately 10 foot spacing
- Purchase and spread rock on either the Lane-Wendson or the Wendson-Tahkenitch access roads as specified by Line Foreman III until costs meet revenues

BPA F 4300.21e
(01-95)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Approved by CGIR
02/17/95

1. CASE NO.	2. DATE	3. FROM:
970282	MAR 4 1997	Real Property Management ~~TTRG~~ TSR-3

4. TO:
- ☒ A. Electrical Engineering and Analysis - ~~TELE~~ TNF
- ☒ B. Natural Resource Specialist - ~~TFDF~~ TFE/911B
- ☒ C. Pollution Prevention and Technical Service - EPP-5
- ☐ D.

5. APPLICATION FOR ~~ENCROACHMENT OF~~
LOGGING ACCESS ROAD

RECEIVED
MAR 10 1997
EPP - POLL. PREV. & TECH. SVCS.
TSR-3

6. APPLICANT/~~ENCROACHER~~
SCOTT TIMBER CO.

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS (Return to ~~TTRG~~ TSR-3

7. LINES(S)
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

8A. TRACTS - EASEMENT
WEND-SAR-P1, -P1.1, -P2

8B. TRACTS - FEE	9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
WEND-SS-NC AND -PA	**SENE**	**16**	**18 S**	**11 W**	**LANE COUNTY, OREGON, W.M.**

10. ATTACHMENTS

A. BPA DRAWINGS NO.(S)
146252, 146252B, 103853, 212031

B. OTHER DRAWINGS

C. OTHER ATTACHMENTS/COMMENTS
SIDECAST CONSTRUCTION DRAWING
CROSSING PLAT
PROJECT MAP
ROAD SPECIFICATIONS
ROAD CONSTRUCTION STANDARDS
ROAD CROSSING PACKAGE

☒ D. LETTER OF APPLICATION ☒ E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY ☐ F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Deron Burch for	**D. GERIG/CMK/3272**

13. COMMENTS/RESERVATIONS

THE ONLY ENVIRONMENTAL CONCERN IS IN REGARD to the gully WHERE THE YARD DRAINAGE PIPE RUNS. THE PROPOSER MUST CONSTRUCT THE ROAD CROSSING IN SUCH A WAY THAT THE PIPE IS NOT CRUSHED OR DAMAGED.

ONCE the work is completed, ALL FILL MATERIAL IS TO BE REMOVED AND THE LANDSCAPE IS TO BE BROUGHT BACK to IT'S ORIGINAL configuration AND SLOPE. VEGATATIVE COVERING BY RESEEDING SHALL BE DONE TO PREVENT ANY EROSION. Barb Mills 3-21-97

15A. SIGNATURE	ROUTING	15B. DATE
Jon C.	EPP	3-28-97

Return Original with comments to ~~TTRG~~ TSR-3

BPA F 4300.21e
(01-95)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Approved by CGIR
02/17/95

1. CASE NO.	2. DATE	3. FROM:
970282	MAR 4 1997	Real Property Management ~~TFRG~~ TSR-3

4. TO:
- [X] A. Electrical Engineering and Analysis - ~~TELE~~ TNF
- [X] B. Natural Resource Specialist - ~~TFDF~~ TFE/911B
- [X] C. Pollution Prevention and Technical Service - EPP-S
- [ ] D.

5. APPLICATION FOR/~~ENCROACHMENT OF~~
LOGGING ACCESS ROAD

RECEIVED
MAR 4 1997
ELECTRICAL ENGR. AND ANALYSIS

6. APPLICANT/~~ENCROACHER~~
SCOTT TIMBER CO.

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS (Return to ~~TFRC~~): TSR-3

7. LINES(S)
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

8A. TRACTS - EASEMENT
WEND-SAR-P1, -P1.1, -P2

7-53

8B. TRACTS - FEE	9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
WEND-SS-NC AND -PA	**SENE**	**16**	**18 S**	**11 W**	**LANE COUNTY, OREGON, W.M.**

10. ATTACHMENTS

A. BPA DRAWINGS NO.(S)
146252, 146252B, 103853, 212031

B. OTHER DRAWINGS

C. OTHER ATTACHMENTS/COMMENTS
SIDECAST CONSTRUCTION DRAWING
CROSSING PLAT
PROJECT MAP
ROAD SPECIFICATIONS
ROAD CONSTRUCTION STANDARDS
ROAD CROSSING PACKAGE

- [X] D. LETTER OF APPLICATION
- [X] E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY
- [ ] F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Donna Dixon for	**D. GERIG/CMK/3272**

13. COMMENTS/RESERVATIONS

SEE ATTACHED memo - DJK - TNF-3 - 3/12/97

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
MAR 1997
Real Property Management

15A. SIGNATURE	ROUTING	15B. DATE
Douglas J. Hamb	TNF-3	3/12/97

Return Original with comments to ~~TFRC~~ TSR-3

DATE: 3/12/97

TO: Technical Services, Real Property Section - TSR

FROM: Douglas J. Lamb - Technical Services, Electrical Engineering - TNF

SUBJECT: Engineering Review of R/W Use Permit

APPLICATION FOR:	Logging Road and Log hauling
APPLICANT:	Scott Timber Co.
CASE NO.:	970282
TNF LOG NO. :	7-053

COMMENTS:

I talked with Don Kauffman, Lineman Forman III out of North Bend, and he said that the logging of the area around Wendson Sub would actually be benificial to BPA. It seems that the road to the substation was blocked for a time last winter when trees fell across the access road. The logging which is to take place would clear these potentally dangerous trees. He also said that the logging road proposed would stay at least 35 feet from the substation fence.

RESERVATIONS:

- ☒ Log decking and storage of logs on the BPA Right-Of-Way is not allowed.
- ☒ The haul road shall remain a minimum of 50 feet from the point where steel lattice tower legs, wood poles, guy anchors, steel poles, concrete poles, steel pole or concrete foundations enter the earth.
- ☒ If above clearance cannot be met use of road may be permitted by TLM if adequate protection for BPA structures from vehicles is provided by the use of guard devices (guard rails, posts, Jersey-type barriers, etc.) If guard devices are used their location and design must be approved by Area TLM before permit is issued.
- ✓ ☒ Construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors.
- ☒ Access to the BPA transmission line structures must remain open and unobstructed at all times.
- ☒ The BPA Right-Of-Way shall be returned to its original or better condition following road use.
- ☒ No storage of flammable materials is allowed on the Right-Of-Way.
- ☒ No refueling of vehicles or equipment is allowed on the Right-Of-Way.

Please call me at extension 5958, if you have any questions.

BPA F 4300.21e
(01-95)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Approved by CGIR
02/17/95

1. CASE NO.	2. DATE	3. FROM:
970282	MAR 4 1997	Real Property Management - ~~TTRG~~ TSR-3

4. TO:
- ☒ A. Electrical Engineering and Analysis - ~~TELE~~ TNF
- ☒ B. Natural Resource Specialist - ~~TFDF~~ TFE/911B
- ☒ C. Pollution Prevention and Technical Service - EPP-S
- ☐ D.

5. APPLICATION FOR/~~ENCROACHMENT OF~~
LOGGING ACCESS ROAD

6. APPLICANT/~~ENCROACHER~~
SCOTT TIMBER CO.

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS *(Return to ~~TTRC~~)* TSR-3

7. LINES(S)
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

8A. TRACTS - EASEMENT
WEND-SAR-P1, -P1.1, -P2

8B. TRACTS - FEE	9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
WEND-SS-NC AND -PA	**SENE**	**16**	**18 S**	**11 W**	**LANE COUNTY, OREGON, W.M.**

10. ATTACHMENTS

A. BPA DRAWINGS NO.(S)
146252, 146252B, 103853, 212031

B. OTHER DRAWINGS

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SIDECAST CONSTRUCTION DRAWING
CROSSING PLAT
PROJECT MAP
ROAD SPECIFICATIONS
ROAD CONSTRUCTION STANDARDS
ROAD CROSSING PACKAGE

☒ D. LETTER OF APPLICATION ☒ E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY ☐ F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Deron Bunch for	**D. GERIG/CMK/3272**

13. COMMENTS/RESERVATIONS

15A. SIGNATURE	ROUTING	15B. DATE
Mark A. Newbill	TFE-911B	3-26-97

Return Original with comments to ~~TTRC~~ TSR-3

SCOTT TIMBER COMPANY
711 PORT DOCK RD.
REEDSPORT, OR. 97467
541-271-6215
FAX. 541-271-3331

COPY

RECEIVED
FEB
Ans'd

February 7, 1997

Bonneville Power Administration
320 Viking Way
North Bend, OR. 97459

Attn: Don Kauffman:

Enclosed is an "Application For Proposed Use Of BPA Right-Of-Way" for your processing. This is the one we looked at in the field at Wendson a couple of weeks ago. I believe we have depicted the power lines correctly on both your permit form and our maps, but was still unsure of the line and structure designations. Consequently, they are not labeled. Would you either add the labeling, if necessary, or give me a new form and clarify which line is which?

Scott Timber Co., for whom I work, is the managing partner of West Coast Forest Resources, the actual landowner. We are accessing lands formerly owned by International Paper Company.

In addition, we are working up a dollar value we can offer you for the timber we need to remove to build this road and the additional timber we could take. We will then get with you to try to work out an agreement to provide construction work for that value.

If you need additional information, call me at 541-271-6215. Thank you.

Sincerely,

Carey Weatherly

Carey Weatherly
Logging Engineer

U.S. DEPAR[illegible] OF ENERGY – BONNEVILLE POW[illegible] [illegible]INISTRATION

APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY

BPA F 4300.03
(10-91)
(Replaces BPA 1620 Prior editions not usable.)
Page 1

* This side completed by applicant only *

DATE: 2-7-97

APPLICANT		OWNER	
1. NAME	CAREY WEATHERLY	4. NAME	WEST COAST FOREST RESOURCES
2. ADDRESS	711 PORT DOCK RD. REEDSPORT, OR. 97467	5. ADDRESS	711 PORT DOCK RD. REEDSPORT, OR. 97467
3. TELEPHONE NO.	(541) 271-6215	6. TELEPHONE NO.	(541) 271-6215

7. LOCATION OF PROPERTY:
WENDSON SUBSTATION

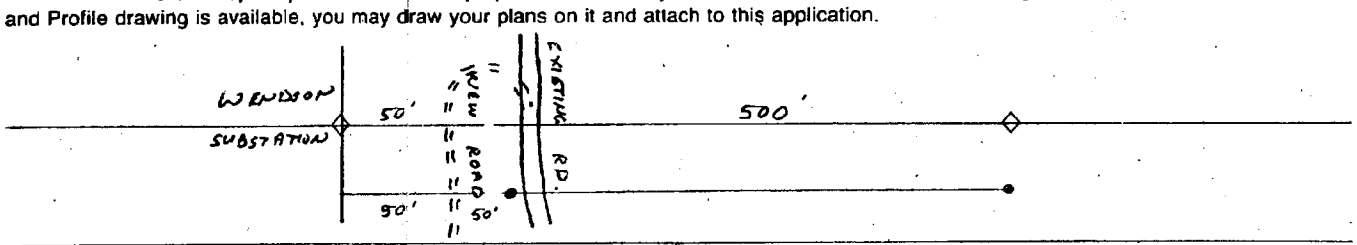
QUARTER SECTION(S)	SECTION(S)	TOWNSHIP	RANGE	COUNTY	STATE
SE 1/4, NE 1/4	SEC. 16	T18S-R11W		LANE CO.	ORE.

8. OTHER DESCRIPTION OF YOUR PROPERTY LOCATION:

9. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED (Include a map or sketch if appropriate.)
LOGGING ACCESS ROAD.

FEB 1997
Real Property Management

10. RIGHT-OF-WAY: Draw in space provided below the proposed use. Identify structures and show distances and angles, if appropriate. If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.



BPA STRUCTURE IDENTIFICATION	BPA STRUCTURE IDENTIFICATION
WENDSON SUBSTATION	LANE WENDSON NO. 1 41/7A

11. CHECK (✓) TYPE OF BPA STRUCTURE IMPACTED	12. APPLICANT SIGNATURE	13. APPLICANT TITLE
☒ Wood Pole ● ☒ Steel Tower ◇	Carey Weatherly	REEDSPORT LOGGING ENGINEER

INSTRUCTIONS (For additional information refer to BPA publication "Landowner's Guide to Use of BPA Rights-of-Way.")
Applicant: complete and submit this form to closest Area or District Office.

1-3. Applicant name, address, and telephone number.

4-6. Complete only if the applicant is not the owner. Owner name, address, and telephone number.

7. Legal description of the property. (This information is on your title insurance policy, courthouse deed, or your tax statement.)

8. Additional information to locate the property; i.e. distance and direction from nearest town, highway, county road, or other landmark.

9. Detailed description of proposed land use.

10. Diamonds on the line represent towers or poles on the right-of-way. Indicate which direction is "North" in relation to the right-of-way. Since right-of-way widths vary, and conductors (wires) are not always located in the center of the right-of-way, you may have to contact the closest Area or District Office for help.

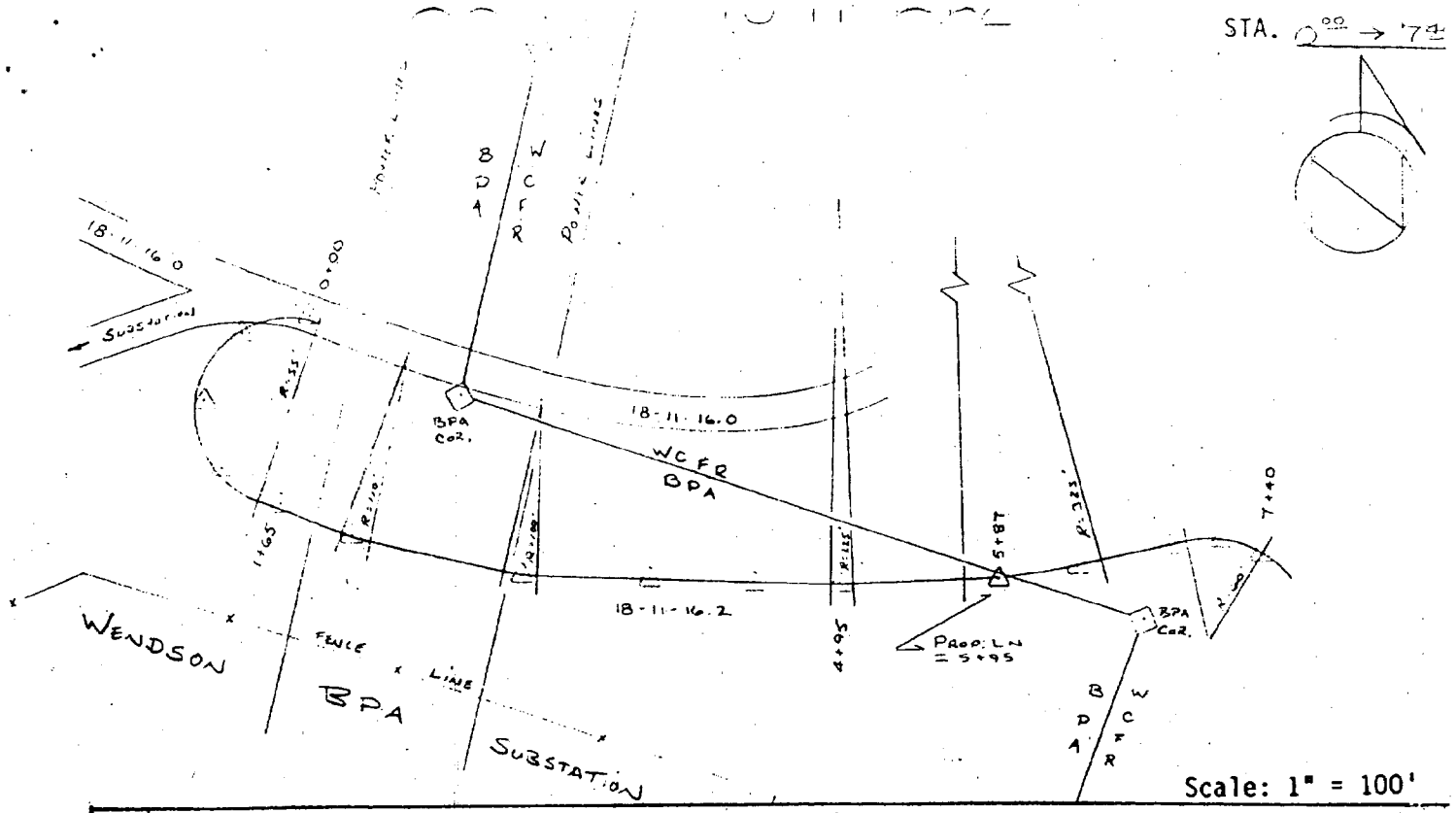
Copy the series of letters and numbers from the lower half of each tower or pole (i.e., MCNY HORS 1-1[illegible]) and enter in "BPA Structure Identification" block.

11. Check (✓) type of BPA structure.

12. Applicant signature.

13. Applicant title is optional.

ent
unassigned
[illegible]



SIDECAST CONSTRUCTION

BALANCED

340

320

300

280

260

BPA

WCFR

5+95 = PROPERTY LINE

+15%

-7%

-9%

+1%

+8%

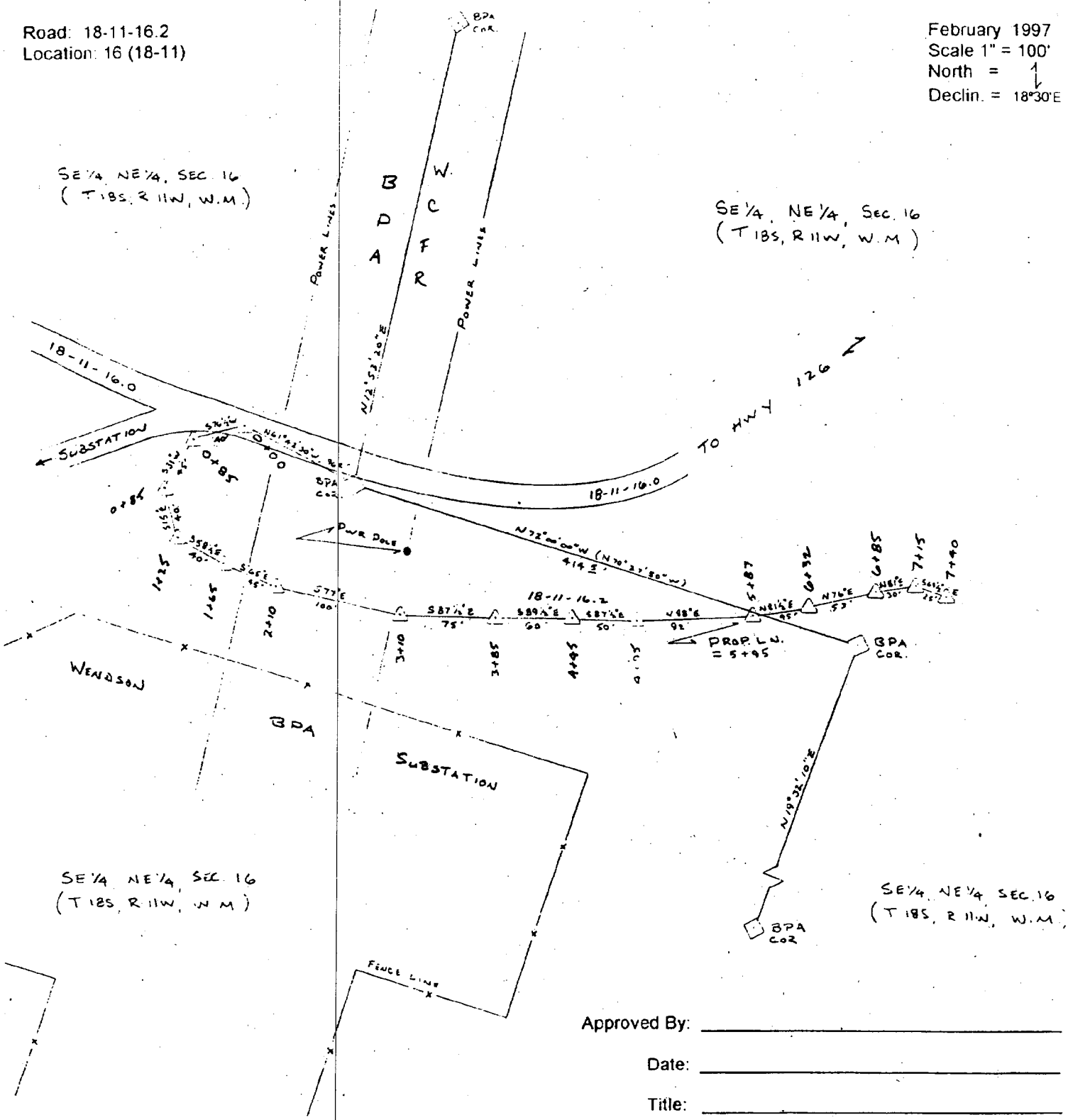
40 85 25 65 10 10 85 45 95 87 32 85 15

0 1 2 3 4 5 6 7

CROSSING PLAT

Road: 18-11-16.2
Location: 16 (18-11)

February 1997
Scale 1" = 100'
North =
Declin. = 18°30'E



Approved By: _____

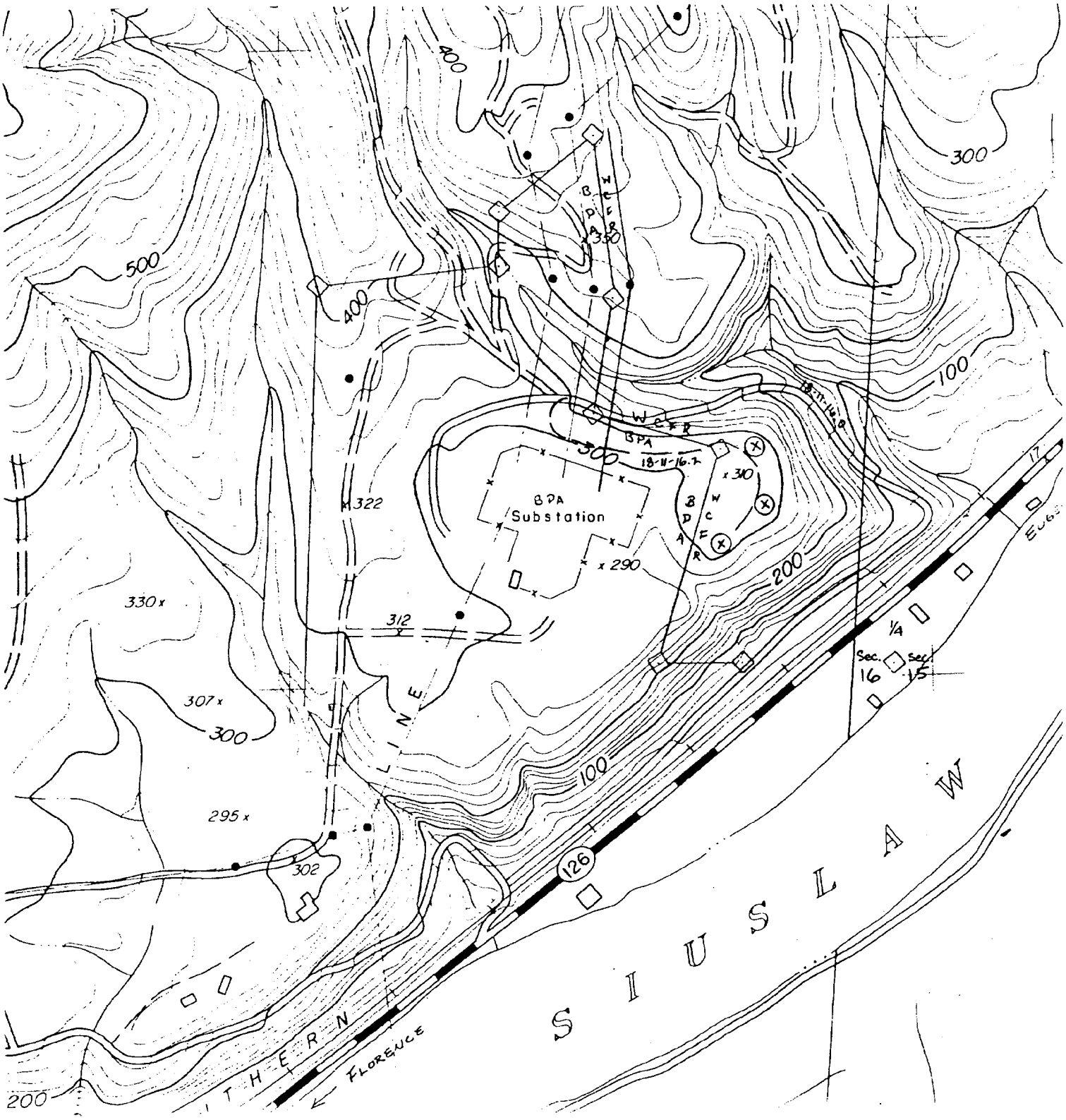
Date: _____

Title: _____

PROJECT MAP

Road: 18-11-16.2
Location: 16(18-11)
Project: Wendson BPA
Proposed road = - - - -

February 1997
1" = 400'
North =



ROAD SPECIFICATIONS

ROAD NO(S). - 3:11:16.2

SUBGRADE WIDTH - 14' DITCH WIDTH - 0

FILL WIDENING - 1' for every 5' of fill height at the toe of fill.

CURVE WIDENING -

CENTERLINE RADIUS (FT.)	ADDITIONAL SUBGRADE WIDTH (FT)
50- 62	5
63- 75	3
75-100	3
101-125	0

MINIMUM CURVE RADIUS - 55' MAXIMUM ADVERSE GRADE - 9% MAXIMUM FAVORABLE GRADE - 8%

TURNOUTS - Whenever possible as developed. TRUCK TURNAROUNDS - As shown on plan and profile.

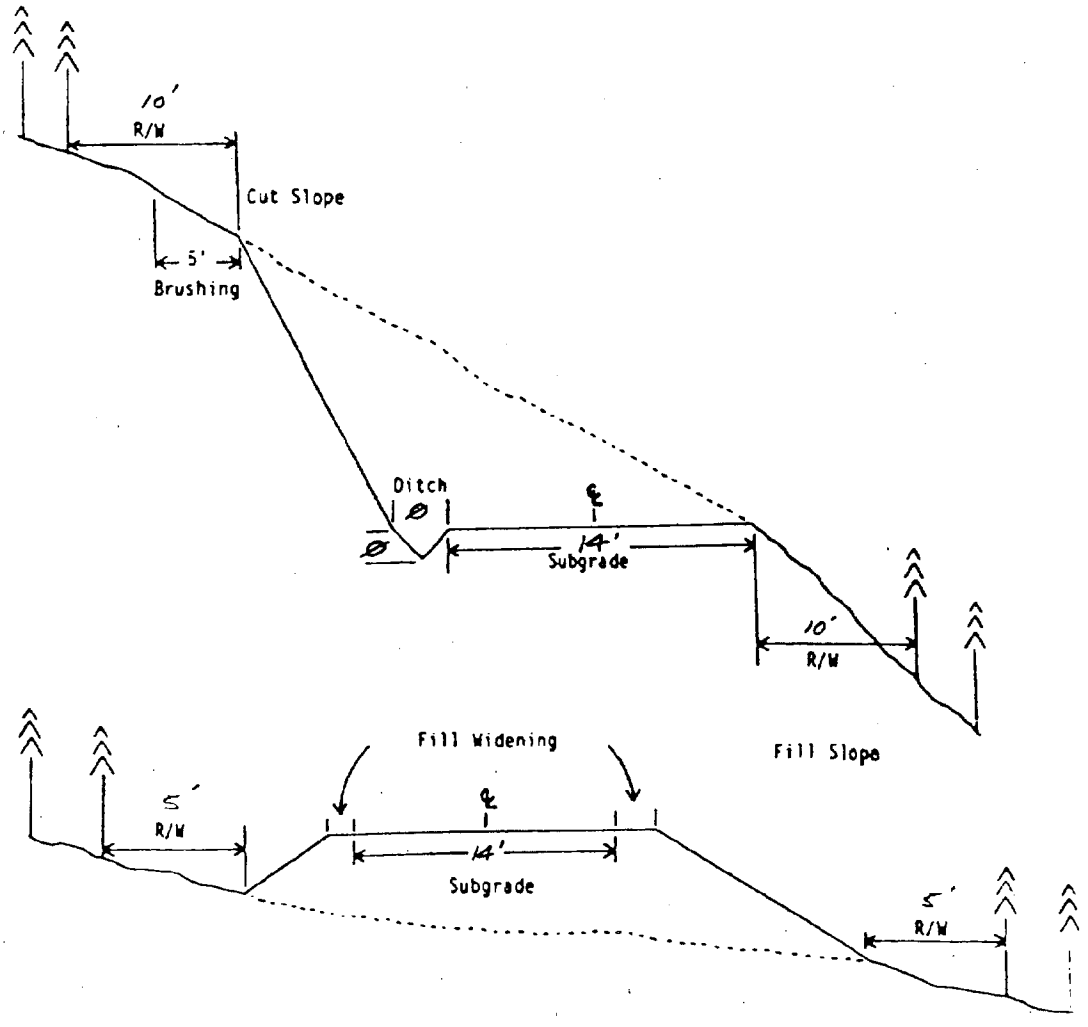
CUT SLOPE - 1/4:1 Rock 1/2:1 Common Other:

FILL SLOPE - 1-1/2:1 Unless otherwise noted on plan and profile.

RIGHT-OF-WAY CLEARING LIMITS - As marked in the field

CROWN/SLOPE - ~~Crown centerline 1/2 ft. above shoulders~~ ~~inslope~~ outslope.

ROAD PRISM



* R/W = As marked in the field

Brushing = Clear all woody debris to within one foot of ground

VI. LANDINGS

A. All landings will be constructed with good drainage and a grade not to exceed 5 percent.

B. Landings will be constructed to plan & profile specifications.

C. Landings on centerline roads will be constructed to achieve minimum dimensions of 70' by 70' of well compacted usable area, unless otherwise specified.

VII. WASTE AREAS

A. Stumps, roots, brush and unmerchantable material can be buried in the waste area, unless otherwise specified in the special provisions.

B. All waste areas will be shaped to provide good drainage upon completion.

C. Waste material will be contained within the clearing limits.

VIII. DRAINAGE

A. Culverts will be installed as shown in the road packet or where designated by the Company representative.

B. Install culverts as shown on "Culvert Installation Types" sheet using the type specified in the plan & profile or flagline detail.

C. Culvert backfill will be compacted. All culverts will have a minimum subgrade cover equal to the culvert diameter. Culverts will be installed with no camber or distortion.

D. Cross drain culverts will have constructed catch basins at their inlets that are four feet long by two feet wide with back slope consistent with the normal road back slope. The cross drain culverts will be installed with a 3% minimum slope and will be skewed 10°-20° on road grades exceeding 4%.

E. No culvert will extend more than 2 feet past the fill slope. Down spouts will be installed where erosion would occur due to water falling from the culvert outlet where designated on the attached plans, or where designated by the Company representative.

F. Culvert installation will assure that all water will pass through culvert.

G. Culvert markers are to be installed on all cross drain culverts.

H. When necessary, culvert outlets will be ditched to ensure drainage away from subgrade.

I. Ditches will be constructed as specified on the attached typical drawings. Assure ditches drain to culverts or into lead-off ditches.

J. Lead-off ditches (ditchouts) will be constructed where practical, where designated on plans, or where designated by the Company representative. No ditchout will direct water onto a fill, sidecast material, or unstable area, or onto landing.

K. No roadside berms will be constructed unless designated on plans or by Company representative.

L. Subgrade will be insloped, outsloped or crowned as designated on road specifications sheet or as directed by Company representative.

IX. SPECIAL PROVISIONS

ROAD CONSTRUCTION STANDARDS

I. RIGHT-OF-WAY LOGGING & DECKING

A. Logs will be yarded and decked free of limbs and other unmerchantable material.

B. Log decks will be constructed at a safe and stable location where they will not be buried during road construction. All logs will be decked within 10 feet of grade and within 20 feet of shoulder.

C. Logs will be identified by ownership and decked separately.

D. The above specifications apply to waste areas.

II. PIONEERING & CLEARING

A. Clearing will consist of removal of all trees, snags, logs, and unstable objects within the specified right-of-way clearing limits as shown on the attached typical drawing.

B. Pioneer road will be within the final road prism.

III. GRUBBING

A. Grubbing will consist of removal of all stumps, roots and other woody material from the road prism. Stumps and roots 2 feet below finished subgrade need not be grubbed.

B. Grub and remove all objects obtruding on or obstructing the use and/or maintenance of the road.

C. All stumps undermined by the cut slope will be grubbed.

IV. DEBRIS DISPOSAL

A. No clearing and grubbing debris will be placed in and road embankment, left lodged against standing trees or in any unstable location where debris might roll.

B. Rootwads, rocks, and large woody debris will be removed from around landings.

C. Rootwads and large woody material or endhaul segments will be removed to an approved disposal site.

V. EXCAVATION & GRADING

A. Road subgrades will be excavated and/or filled to widths, alignment and grades as shown on the plan and profile.

B. On centerline roads the road will be contained within ten (10) feet of the upper right-of-way boundary and above the lower right-of-way boundary unless otherwise specified.

C. Excavation suitable for fill material will be used in formation of fills, shoulders, turnouts and drainage structure backfills.

D. Excess excavation can be sidecast and/or wasted unless otherwise called for on the plan & profile or under special provisions. No excess excavation will be placed outside the clearing limits or in an unstable location unless authorized by a Company representative.

E. Where endhaul is designated by percent, the material to be endhauled is that percentage of the road prism volume at any cross-section. For example: 90% endhaul from station 6+50 to 13+75 means no more than 10% of the actual road prism volume will be uniformly sidecast over the whole 7.25 Sta. segment.

F. Excavation and grading will not be done when weather and/or ground conditions will cause damage to the subgrade or cause excessive erosion.

G. All fills and drainage structure backfills will be placed in lifts and compacted.

H. The subgrade will be grader finished to a hard, smooth surface. Meeting inslope/outslope/crown specifications shown on Road Specification sheet.

Revised 6/28/91

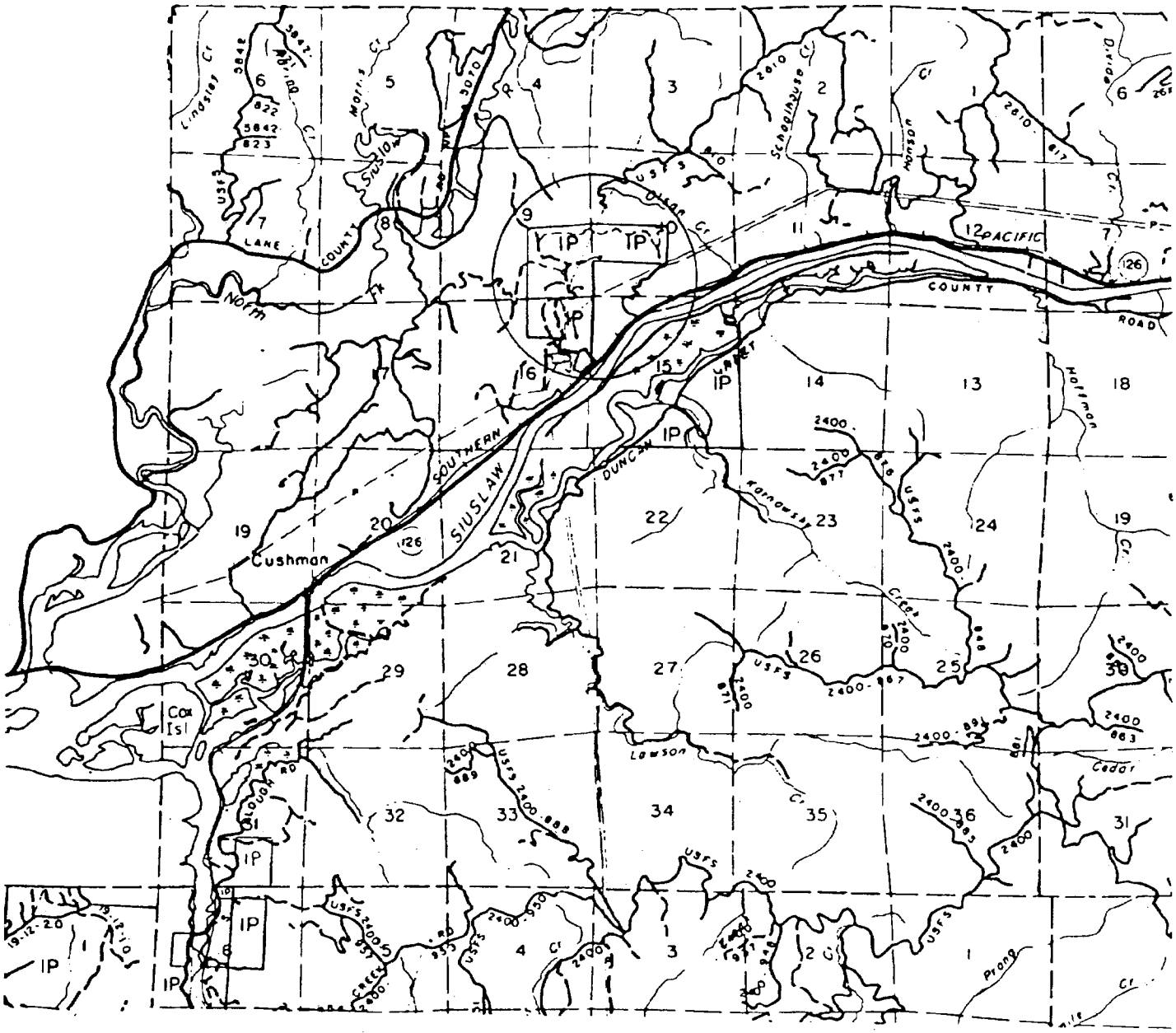
SCOTT TIMBER COMP.
Smith River Area Tree Farm

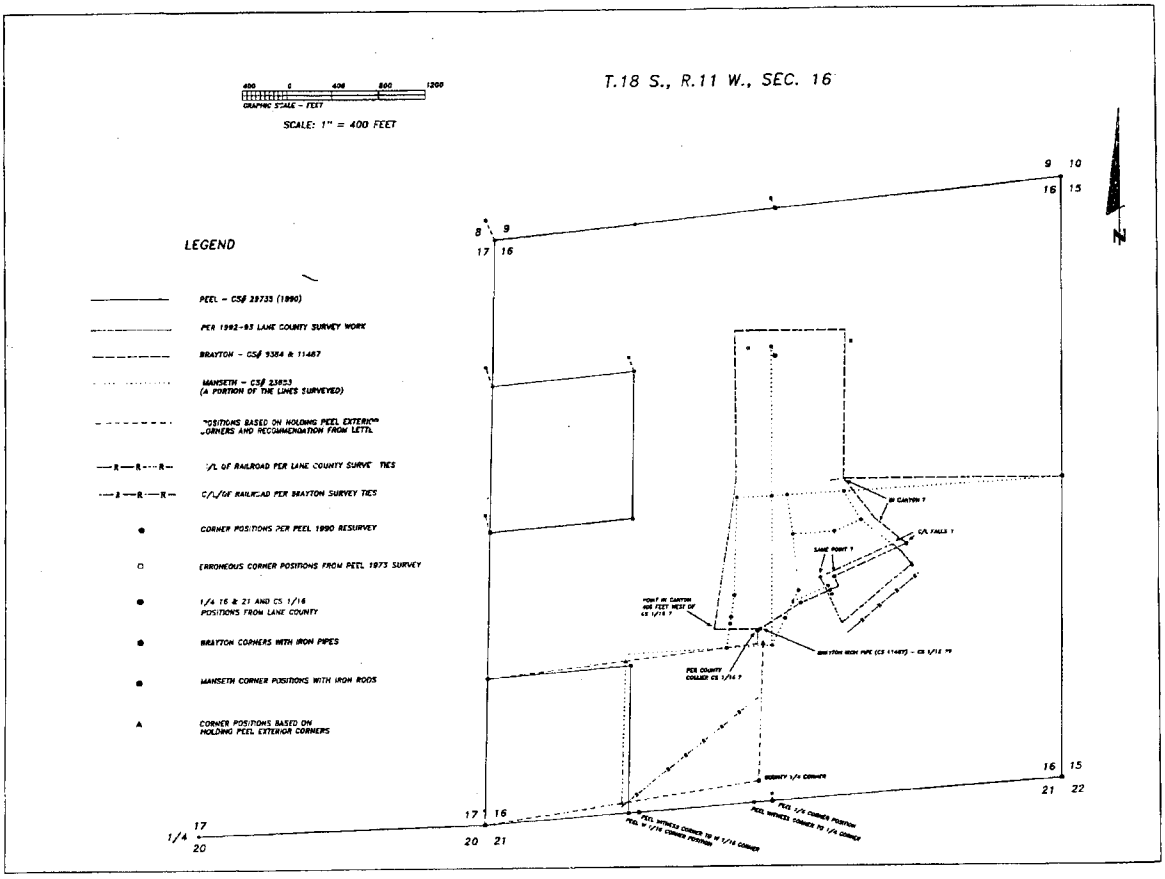
ROAD CROSSING PACKAGE

Project: Wendson BPA
Location: Sec. 16(18-11)

February 1997
Scale 1" = 5280'

TWN.18S. RGE.11W.




T.18 S., R.11 W., SEC. 16
400 0 400 800 1200
GRAPHIC SCALE - FEET
SCALE: 1" = 400 FEET
LEGEND
PEEL - CS# 29733 (1990)
PER 1992-93 LANE COUNTY SURVEY WORK
BRAYTON - CS# 9384 & 11487
MANSETH - CS# 23823
(A PORTION OF THE LINES SURVEYED)
POSITIONS BASED ON HOLDING PEEL EXTERIOR CORNERS AND RECOMMENDATION FROM LETTL
C/L OF RAILROAD PER LANE COUNTY SURVEY TIES
C/L OF RAILROAD PER BRAYTON SURVEY TIES
CORNER POSITIONS PER PEEL 1990 RESURVEY
ERRONEOUS CORNER POSITIONS FROM PEEL 1973 SURVEY
1/4 16 & 21 AND CS 1/16 POSITIONS FROM LANE COUNTY
BRAYTON CORNERS WITH IRON PIPES
MANSETH CORNER POSITIONS WITH IRON RODS
CORNER POSITIONS BASED ON HOLDING PEEL EXTERIOR CORNERS
N
9 10
16 15
8 9
17 16
16 15
21 22
17 16
20 21
1/4 17
20

Case 970282

TRACT Nos.: WEND-SAR-P1; SAR-P1.1; SAR-P2 SAR-P2A; SAR-P2B Date: August 17, 1998

LIS CASE No.: 19980362

To: Manager, Real Property Information - TSR-3

☐ Disposal action has been completed on the above tract(s).

☐ Easement rights have been granted on the above tract(s).

☒ No Rights Issued.

☐ No Permit required as crossing is to be located within a public or county roadway.

☒ NO MAPPING NECESSARY.

☐ MAPPING NECESSARY - Send to TSRS-3.

☐ Cancellation.

☐ Other.

Crystal Sutton
for Don Gerig
Realty Specialist
Real Estate Field Services

Note:

EC 4/27/98

BPA F 4300.21e
(xx-98)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Form Approved by CGIR – xx/xx/98 (VB)

1. CASE NO.	2. DATE	3. FROM:
19980362	AUG 05 1998	Real Property Management – TSR-3

4. TO:
- ☒ A. Electrical Engineering and Analysis – TNF-3
- ☒ B. Lineman Foreman III-TFEP/North Bend
- ☒ C. Pollution Prevention and Technical Service – EP-4
- ☐ D.

5. APPLICATION FOR/ENCROACHMENT OF
PROPOSED USE OF BPA ACCESS ROADS FOR LOG HAULING

RECEIVED
AUG 5 1998
ELECTRICAL ENGINEERING

6. APPLICANT/ENCROACHER
RON SHELTON

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS (Return to TSR-3)

7. LINES(S)
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

8A. TRACTS - EASEMENT	8B. TRACTS - FEE
WENDSON SUBSTATION ENTRANCE ROAD PARCEL 1; 1.1; 2; 2A; 2B	WENDSON NORTH CORRIDOR; WENDSON SUBSTATION SITE PARCEL C

9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
SENE;NENE; LOT 1 AND LOT 6	16 15	18S	11W	WM LANE CO, OREGON

10. ATTACHMENTS	A. BPA DRAWING NO.(S)	B. OTHER DRAWINGS	C. OTHER ATTACHMENTS/COMMENTS
	146252		

- ☐ D. LETTER OF APPLICATION
- ☒ E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY
- ☐ F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Crystal K Hoe	DON GERIG: (541) 465-6560

13. COMMENTS / RESERVATIONS

8-18-98
SEE ATTACHED MEMO FOR COMMENTS/RESERVATIONS. – Dgh – TNF-3 – 8/6/98

AUG 1998 REAL PROPERTY MANAGEMENT

15A. SIGNATURE	ROUTING	15B. DATE
Douglas G. Hyatt	TNF-3	8/6/98

Return Original with comments to TSR-3

FILE CODE: LA-17
RETENTION: TSR= See disposition; others=A

No Rights Issued – Per Don Gerig 8/17/98

DATE: 8/6/98

TO: Technical Services, Real Property Section - TSR

FROM: Douglas J. Lamb - Technical Services, Electrical Engineering - TNF

SUBJECT: Engineering Review of R/W Use Permit

APPLICATION FOR:	Use of BPA Access Road for Log hauling
APPLICANT:	Ron Shelton
CASE NO.:	980362
TNF LOG NO. :	8-186

COMMENTS:
Any damage done to the access road during the course of log hauling, shall be repaired by the applicant at his expense.

RESERVATIONS:

1. Log decking and storage of logs on the BPA Right-Of-Way is not allowed.

2. The road shall remain a minimum 50 feet from the point where steel lattice tower legs wood poles, guy anchors, steel poles, concrete poles, or steel pole or concrete foundations enter the earth. If these clearance cannot be met, adequate protection for BPA structures from vehicles shall be provided by the use of guard devices (guard rails, posts, Jersey-type barriers, etc.) If guard devices are used, the Applicant's must notify BPA of their final design.

3. Construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors.

4. Access to the BPA transmission line structures must remain open and unobstructed at all times.

5. The BPA Right-Of-Way shall be returned to its original or better condition following road use.

6. No storage of flammable materials is allowed on the Right-Of-Way.

7. No refueling of vehicles or equipment is allowed on the Right-Of-Way.

Please call me at extension 5958, if you have any questions.

BPA F 4300.21e
(xx-98)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Form Approved by CGIR – xx/xx/98 (VB)

1. CASE NO.	2. DATE	3. FROM:
19980362	AUG 05 1998	Real Property Management – TSR-3

4. TO:
- ☒ A. Electrical Engineering and Analysis – TNF-3
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- ☒ C. Pollution Prevention and Technical Service – EP-4
- ☐ D.

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PROPOSED USE OF BPA ACCESS ROADS FOR LOG HAULING

6. APPLICANT/ENCROACHER
RON SHELTON

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS *(Return to TSR-3)*

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WENDSON SUBSTATION ENTRANCE ROAD PARCEL 1; 1.1; 2; 2A; 2B	WENDSON NORTH CORRIDOR; WENDSON SUBSTATION SITE PARCEL C

9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
SENE;NENE; LOT 1 AND LOT 6	16 15	18S	11W	WM LANE CO, OREGON

10. ATTACHMENTS	A. BPA DRAWING NO.(S)	B. OTHER DRAWINGS	C. OTHER ATTACHMENTS/COMMENTS
	146252		

- ☐ D. LETTER OF APPLICATION
- ☒ E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY
- ☐ F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Crystal K Hoe	DON GERIG: (541) 465-6560

13. COMMENTS / RESERVATIONS

15A. SIGNATURE	ROUTING	15B. DATE

Return Original with comments to TSR-3

FILE CODE: LA-17
RETENTION: TSR= See disposition; others=A

OFFICIAL FILE COPY

Sutton, Crystal - TSR

From: Sutton, Crystal - TSR
To: Gerig, Donald D - TSR
Subject: Case No. 980362/980363
Date: Tuesday, May 26, 1998 8:53AM

Hi, Don! I talked to Mary on Monday last week - Said you'd be in the office on Tuesday....been busy so am just getting back to ou with this question.....

Ron Shelton has an application for use of BPA Wendson Substation Entrance Road. The property he is trying to get to is in Section 10....We also have access roads in section 10.. Is he using them also? There is no exhibit with the application for exact location of access roads Ron Shelton wants to use. Please let me know. Thanks. (Will hold file till I hear what is wanted)

Also, On Case No. 980363 - Scott Timber Company - I faxed a copy of the drawing #103867 as I interpeted the temporary spurs...please verify or correct as you see fit..... and fax back to me or give me a call.....Thanks, Crystal

#19980362

U.S. DEPARTMENT OF ENERGY – BONNEVILLE POWER ADMINISTRATION
APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY

BPA F 4300.03
(10-91)
(Replaces BPA 1620. Prior editions not usable.)
Page 1

* This side completed by applicant only *

DATE: 3-4-98

APPLICANT	OWNER
1. NAME: Ron Shelton	4. NAME: Ron Shelton
2. ADDRESS: 07935 Hwy 126, Mapleton, OR 97453	5. ADDRESS: 07935 Hwy 126, Mapleton, OR 97453
3. TELEPHONE NO.: (541) 997-3785	6. TELEPHONE NO.: (541) 997-3785

7. LOCATION OF PROPERTY:
Property located 6 miles East of Florence on Hwy 126.
T18S, R11W, Section 10 Tax Lot 00500

QUARTER SECTION(S)	SECTION(S)	TOWNSHIP	RANGE	COUNTY	STATE
SW, SW¼	10	18 S	11W	Lane	OR

8. OTHER DESCRIPTION OF YOUR PROPERTY LOCATION:
Property located 6 miles East of Florence on Hwy 126 (North of Hwy).

9. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED (Include a map or sketch if appropriate.)
Transport logs to Hwy 126 down the Wendson Substation access Rd.

10. RIGHT-OF-WAY: Draw in space provided below the proposed use. Identify structures and show distances and angles, if appropriate. If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.

◇ ◇

BPA STRUCTURE IDENTIFICATION | BPA STRUCTURE IDENTIFICATION

11. CHECK (✓) TYPE OF BPA STRUCTURE IMPACTED	12. APPLICANT SIGNATURE	13. APPLICANT TITLE
☐ Wood Pole ☐ Steel Tower	Ron Shelton	Land Owner

INSTRUCTIONS (For additional information refer to BPA publication "Landowner's Guide to Use of BPA Rights-of-Way.")
Applicant: complete and submit this form to closest Area or District Office.

1-3. Applicant name, address, and telephone number.

4-6. Complete only if the applicant is not the owner. Owner name, address, and telephone number.

7. Legal description of the property. (This information is on your title insurance policy, courthouse deed, or your tax statement.)

8. Additional information to locate the property; i.e. distance and direction from nearest town, highway, county road, or other landmark.

9. Detailed description of proposed land use.

10. Diamonds on the line represent towers or poles on the right-of-way. Indicate which direction is "North" in relation to the right-of-way. Since right-of-way widths vary, and conductors (wires) are not always located in the center of the right-of-way, you may have to contact the closest Area or District Office for help.

Copy the series of letters and numbers from the lower half of each tower or pole (i.e., MCNY HORS 1-13-1) and enter in "BPA Structure Identification" block.

11. Check (✓) type of BPA structure.

12. Applicant signature.

13. Applicant title is optional.

Gerig,Donald D - TRFS

From: SIMAS Frank D [Frank.Simas@co.lane.or.us]
Sent: Friday, March 25, 2005 10:42 AM
To: Gerig,Donald D - TRFS
Cc: CHICKERING Sonny A; NELSON Arno L
Subject: Bernhard Heights Road Realignment

revised cop map.doc

Don: As we discussed on the telephone this morning, the County is aiming for construction of the Bernhardt Heights realignment late this summer. We still need to complete our environmental assessment, geotechnical work and permitting in order to determine the precise alignment for the upper portion of the road beyond the BPA Substation Access road. Even if we encounter delays in this work and are unable to put the project out for bid this summer as planned, our Road Maintenance Section plans to do some work on the existing paved section of the road to enable it to be converted to County Road Status once the new section is constructed.

The work they propose consists of reconditioning the base rock and adding additional rock where needed, inspecting any existing culverts and ditches to see if they need to be upgraded, upgrading the guardrail to meet current standards with regard to post spacing rail design and weight, and finally, application of chip seal to preserve the existing pavement and the increase the traction of the surface, particularly in the steep sections.

The County would like to obtain a Permit of Entry from BPA to perform this work regardless of whether we are able to construct the new roadway that lies beyond the Substation this construction season. We have requested a similar right from the Central Oregon and Pacific Railroad, and are in the process of completing an appraisal necessary for the acquisition of an easement that would encompass the existing BPA easement on the lower section of the road, and will be completing appraisals on the Davidson Industries, and Coast Marina properties. We are requesting permission from your agency to do this maintenance work prior to our obtaining permanent rights over these other ownerships so that Road Maintenance will have more flexibility in scheduling and can begin work as soon as possible.

I have attached an aerial photograph that shows the area of BPA jurisdiction where work is to be performed. My reading of the "License" agreement from the railroad to BPA indicates that BPA would likely not have authority to grant permission over this portion of the road, and that is why we have requested separate permission from the railroad over this portion.

Please let me know as soon as possible if you need additional information in order to process this request. I appreciate your assistance with this project.

<<revised cop map.doc>>

Simas sending "corrected" plat map. should show road maintenance area from corner near RR up hill to pavement end. 3-28-05

Frank Simas
Right of Way Manager
Lane County Public Works
3040 North Delta Highway
Eugene, OR 97408
(541) 682-6980

Gerig,Donald D - TRFS

From: SIMAS Frank D [Frank.Simas@co.lane.or.us]
Sent: Monday, March 07, 2005 12:38 PM
To: Gerig,Donald D - TRFS
Subject: Bernhardt Heights Road

Angela Graf30705.doc | revised cop map.doc | General permit of entry.doc

Don: I wanted to CC you on this correspondence to Central Oregon and Pacific Railroad. We are pretty well settled on where the road will be over BPA Property, but do not have the legal description completed as yet. I would guess that where our road is on the fee-owned BPA property we would be getting an easement. Sometime in the near future we will start the appraisal and be calling you to set up an appraisal inspection. On the lower portion, where your access road traverses CO &P, Davidson Industries and Coast Marina, we may want to do some of the maintenance-type work as described in the attached letter. We will need to get the permission of the underlying fee owner, but would we also be able to get temporary permission from BPA to do this prior to getting the permanent rights?
We are still aiming for a July bid opening, and are trying to keep on schedule as much as possible.

<<Angela Graf30705.doc>> <<revised cop map.doc>> <<General permit of entry.doc>>

Frank Simas
Right of Way Manager
Lane County Public Works
3040 North Delta Highway
Eugene, OR 97408
(541) 682-6980

Lane County Public Works Department

March 7, 2005

Angela Graf
Central Oregon and Pacific Railroad, Inc.
4040 Broadway, Suite 200
San Antonio, TX 78209

Dear Ms. Graf:

Subject: Bernhardt Heights Road near Cushman, OR

Reference is made to my letter to you dated February 4, 2004, (a copy of which is attached for your convenience) informing you of Lane County's plans to realign Bernhardt Heights Road. We are in the process of completing the final design work for the project, and I wanted to let you know the current status.

As I explained in my previous letter, the Board of County Commissioners approved the design concept for the project in December 2002 and reaffirmed the Design Concept on January 12, 2005. The approved design concept utilizes the existing BPA access road alignment which is located inside the COP right of way strip and which parallels the track for a distance of about 1,400 feet. As the road leaves the right of way strip it turns to the north and goes up the hill to the BPA Substation property. The Design Concept approval included authorization to acquire right of way, including the initiation of Condemnation Proceedings, if necessary.

The Board rejected the proposal to rebuilding the existing road alignment for Bernhardt Height due to much greater cost and the fact that the existing road is in an area of unstable geology and very steep slopes and is in proximity to a dwelling, and concluded that this was not a viable option for providing safe access for the residents of Bernhardt Heights Road. Reconstruction of the existing road to current design standards would also require at least closure of the railroad and probably Highway 126 due to blasting operations which would be necessary to gain additional width on the uphill side.

Construction on the upper portion of the new alignment beyond the BPA Substation is scheduled for a July 2005 bid opening with completion planned by the end of November, 2005. For the lower portion of the road, including the area along the tracks, the construction work will be limited to reconditioning the rock base, application of chip seal and upgrading of the guardrail to comply with current design standards. No changes are planned for the railroad crossing from Highway 126 or to the road approaches immediately adjacent to it.

County road standards call for a minimum 50-foot wide right of way for this class of road. Because the topography on east side of the road is a steep slope up to the north, we seek to acquire either a fee-owned strip or road easement at least 50 feet in width measured from either the existing guardrail or from the toe of the embankment on the south side of the existing road.

The railroad owns a considerably greater width in this area to the east, and we are willing to purchase additional width in order to avoid leaving the railroad with an uneconomic remainder

due to its being on the opposite side of the County road from the tracks. I have enclosed a copy of the Private Road Crossing Agreement between BPA and Southern Pacific Transportation Company for your convenience.

Our plan is to complete an appraisal of the rights to be acquired and to present an offer to purchase based on the estimated just compensation shown in the appraisal. In the meantime, we would ask your cooperation in allowing County employees to enter upon the railroad right of way in this area to perform surveying, environmental assessment and other studies in connection with the completion of the project plans necessary for putting the project out to bid. We would also like to obtain permission to upgrade the guardrail, add more base rock and apply chip seal to the portion of the road within railroad property. If you are agreeable to allowing County Employees to enter upon railroad property for the above purposes, please sign and return the attached Permit of Entry in the envelope provided.

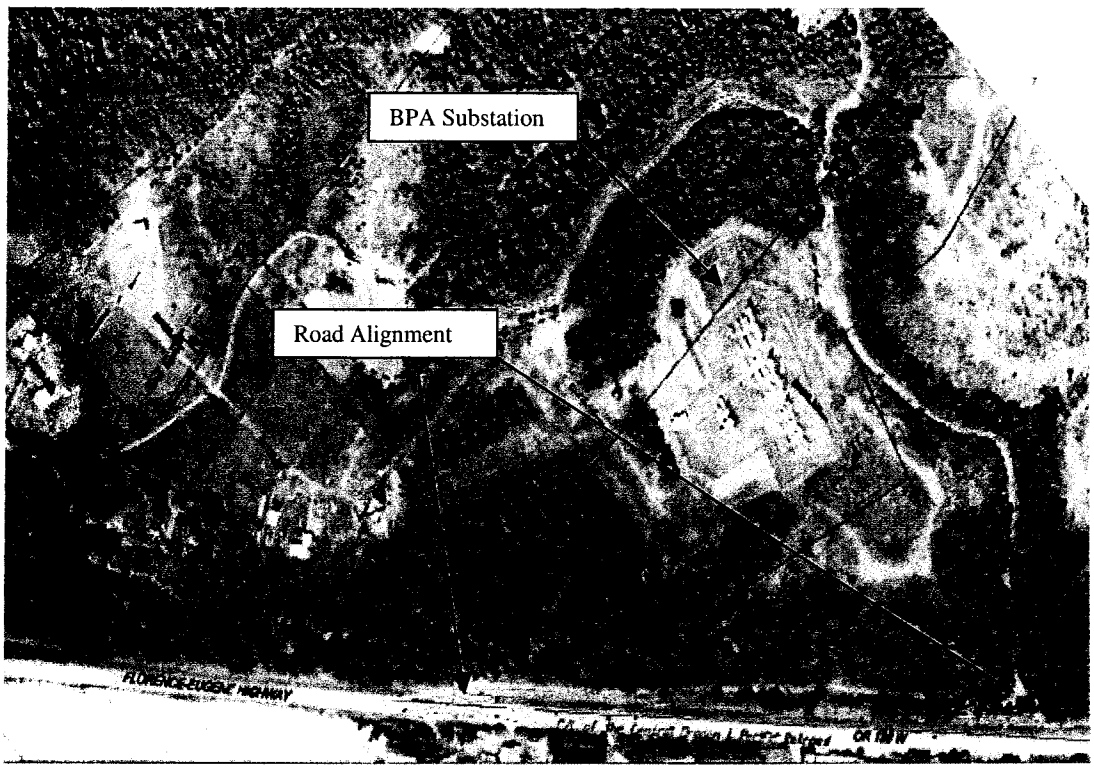
If you or your representative would like to visit the site to meet with me or other Lane County Public Works personnel to discuss this project, please let me know so we can arrange a time that is mutually convenient. I can be reached at (541) 682-6980 or at frank.simas@lane.co.or.us.

Sincerely,

Frank Simas
Right of Way Manager

encl.: Permit of Entry
Map of Study Area

c: Don Gerig, Property Specialist, BPA



gend: — — — Study Limits

No Scale

Bernhardt Heights Road
Lane County Road No. 5052

MAP OF STUDY AREA

EXHIBIT "A"

RE: Bernhardt Heghts Road
Near Cushman Oregon

PERMIT OF ENTRY

In consideration of the Bernhardt Heights Road Relocation Project, and of the performance of the work herein mentioned to be done by LANE COUNTY, its agents and assigns, the undersigned Owner hereby grants unto LANE COUNTY, a political subdivision of the State of Oregon, Permission to enter upon land shown highlighted in yellow on the right of way map attached hereto and identified as Exhibit "A".

The scope of the work to be performed includes completion of surveying and engineering studies in connection with the relocation of Bernhardt Height Road in addition to upgrading existing guardrail, reconditioning base rock and application of chip seal along the existing BPA access road using County forces. This permit includes the right of ingress and egress, and also the right to temporarily operate machinery within the permit area in order to accomplish the work in connection with this project.

This permit shall remain in effect until Lane County has completed the acquisition of the necessary permanent rights over the permit area.

Owner understands that Lane County agrees to indemnify and hold Owner harmless from and against all claims and demands for loss or damage arising out of the County's negligence and occupancy as stated herein, subject to the Oregon Tort Claims Act and to the extent permitted by the Oregon Constitution.

Dated this _____ day of _____, 2005.

Central Oregon and Pacific Railroad

By:_____

Title:_____

Gerig,Donald D - TRFS

From: Gerig,Donald D - TRFS
Sent: Wednesday, February 23, 2005 7:53 AM
To: 'SIMAS Frank D'
Cc: LEMHOUSE Brad; Presser,Bob C - TFEL; Cupp,Todd A - TFEP; Vermeers,Danna J - TNLD
Subject: RE: Bernhardt Heights Road

Frank,

BPA general policies for 230KV lines (or less) would be: 1) roads/improvements at least 25 feet from wood poles; 2) 50 feet from steel lattice towers; and 3) equipment no closer than 15 feet from conductors.

If you desire, we could probably have more site viewing or discussion prior to your submittal of final plans. Eventually, we need to have our electrical, substation operations and transmission line maintenance folks review your "final" design to makes sure there are not BPA issues. I have "cc'd" some of the pertinent BPA personnel.

Let me know how you would like to proceed.

Don

-----Original Message-----
From: SIMAS Frank D [mailto:Frank.Simas@co.lane.or.us]
Sent: Tuesday, February 22, 2005 11:59 AM
To: Gerig,Donald D - TRFS
Cc: LEMHOUSE Brad
Subject: Bernhardt Heights Road

Don: We are closing in on determining the precise alignment for our road. Can you furnish me with the regulations or policies dealing with horizonal and vertical clearance to BPA structures? (i. e. towers, poles and lines) I know we have discussed this is the past, but I would like to pass on the current information to the design team.

Frank Simas
Right of Way Manager
Lane County Public Works
3040 North Delta Highway
Eugene, OR 97408
(541) 682-6980

Gerig,Donald D - TRFS

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Frank Simas
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Lane County Public Works
3040 North Delta Highway
Eugene, OR 97408
(541) 682-6980

AGENDA COVER MEMO

DATE: December 8, 2004

TO: Lane County Board of Commissioners

FROM: Public Works, Engineering Administration

PRESENTED BY: Sonny P. A. Chickering, County Engineer

AGENDA ITEM TITLE: PUBLIC HEARING AND ORDER/IN THE MATTER OF REAFFIRMING THE DESIGN CONCEPT FOR BERNHARDT HEIGHTS ROAD, ADOPTED BY THE BOARD 4 DECEMBER 2002 BY ORDER NUMBER 02-12-4-2, AND APPROVING A MODIFIED ALIGNMENT AND COST ESTIMATE, AND REPORTING ON STATUS OF THE PROJECT.

I. MOTION

THAT THE RESOLUTION AND ORDER BE ADOPTED REAFFIRMING THE DESIGN CONCEPT FOR BERNHARDT HEIGHTS ROAD, ADOPTED BY THE BOARD 4 DECEMBER 2002 BY ORDER NUMBER 02-12-4-2, AND APPROVING A MODIFIED ALIGNMENT AND COST ESTIMATE.

II. ISSUE OR PROBLEM

In 2002, the Board approved a design concept realigning Bernhardt Heights Road. In August of this year, a resident petition was received advocating improvements on the existing alignment of Bernhardt Heights Road instead of constructing the proposed realignment. While proceeding with the approved realignment, staff modified the alignment plan after further analysis. Staff still supports the realignment alternative but with the alignment modification.

Does the Board continue to support the realignment of Bernhardt Heights Road or does the Board wish to give new direction to repair the existing alignment according to the resident petition? In revisiting the design concept for Bernhardt Heights Road, seven different project alternatives are summarized in this memo for the Board's consideration, including the modified alignment and improvements on the existing alignment as advocated by the resident petition.

III. DISCUSSION

A <u>Background.</u>

The Board held a public hearing on November 6, 2002 to consider the realignment of the subject road. On December 4, 2002 the Board amended the 03-07 Capital Improvement Program (CIP) to include the Bernhardt Heights Realignment project under the General Construction Category in the amount of $160,000 and in the Right-of-Way category for $15,000. The Board also adopted a project design concept document. The Board Order and Design Concept are included in Attachment 1. The project carried over to the 04-08 CIP document and was listed at the same cost. In May of this year, a revised project cost of $350,000 under General

Construction and $35,000 under Right-of-Way Acquisition was added to the 05-09 CIP and adopted by the Board.

Attachment 3 to this memo shows the resident petition advocating repair of the current alignment and dated July 2004. Six people signed the petition. Prior to receiving the petition, staff was exploring a modification to the Board-approved realignment as the preferred alternative. With public uncertainty about the realignment proposal, staff felt it was prudent to revisit the design concept and report on the modified alignment as well as alternatives improving the road on its existing alignment. The resident petition proposal is Alternative 3 below.

B. Analysis.

Bernhardt Heights is a Rural Local Road serving nine private residences with an Average Daily Traffic of 70. Zoning in the area is Rural Residential and Impacted and Nonimpacted Forest Lands. No new residential units are possible in the current 5-acre minimum rural residential zone--a zone change would need to be approved to allow smaller lot land divisions before growth could occur. If a future zone change on the current alignment enabled new development, improvements to Bernhardt Heights may be required of the applicant to add capacity for the additional traffic (this would be very expensive on the current alignment given the steep slopes). Bernhardt Heights dead-ends and does not connect to any other public road outside of the highway.

Since the Board's adoption of the design concept, Public Works has been developing the final design in anticipation of construction next summer. Please refer to the supplemental memorandum (Attachment 2) for an elaborated discussion of what has happened since the Board's adoption of a design concept for this project.

Following are seven alternatives with estimated costs for the Board's consideration.

1) Board Approved Alignment - $400,000

This is the realignment option adopted by the Board in 2002—See the Design Concept in Attachment 1.

Note the project cost estimate has been refined to reflect more detailed project information. The Board originally considered a cost of $160,000 for construction, and then it was increased to $350,000 in this year's CIP. As more information has been gathered, mainly through a topographic survey, more precise estimates of material quantities have been made. As a result, the revised construction estimate has risen to $400,000 for the Board-approved alignment. The increase in project cost is due, in part, to the large fill embankment needed to traverse the drainage on the new alignment.

2) Modified Alignment - $330,000

The original alignment chosen by the Board utilizes an existing paved access road owned by Bonneville Power Administration (BPA). The access road is approximately

2,600 feet long. It then transitions to a gravel logging road that accesses adjacent properties. The modified alignment will still use the BPA access road, but it takes a different course at the transition to the gravel section. This alignment can be seen on the aerial photo on page 4. The dark green line represents the original alignment and the yellow line represents the modified alignment.

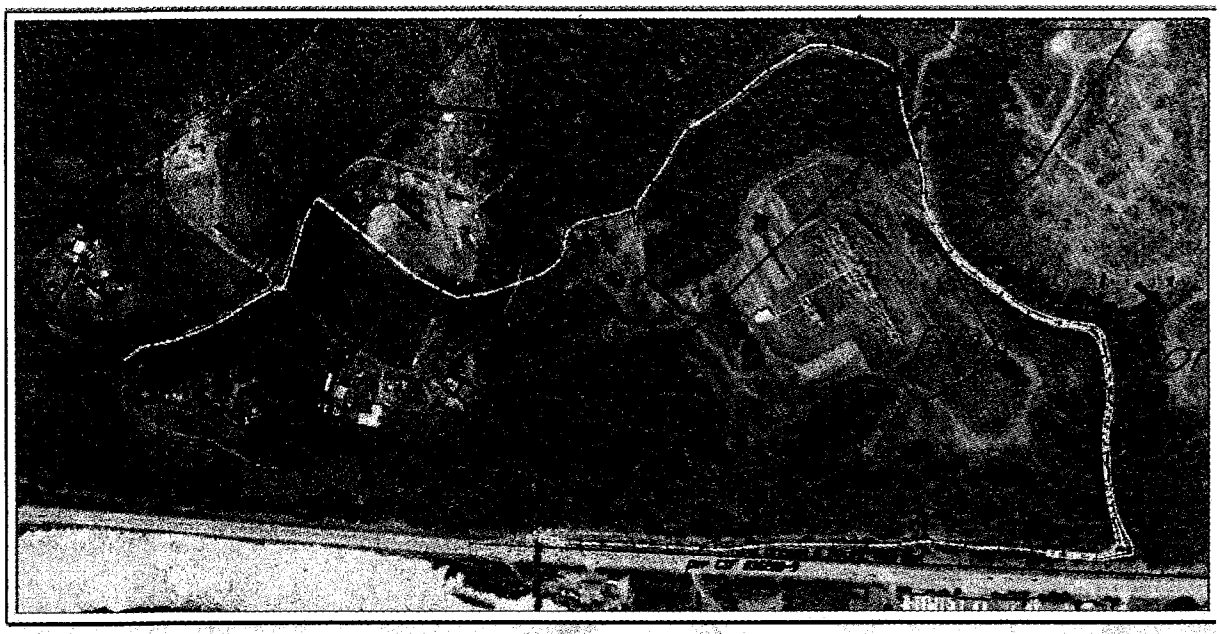
The modified alignment provides some benefit over the original in the following manner:

- Decreased right-of-way impact to private property owners due to substantially more of the route traversing public property (BPA).
- Potential impacts to threatened and endangered species habitat appear to be greatly reduced.
- Requires a single drainage crossing as opposed to 2 on the original alignment. This reduces excavation work and wetland resource replacement requirements.
- Avoids impacting water sources for residents.
- Helps BPA with a maintenance issue for the main tower. BPA recently sold the Florence trunk line and right-of-ways to Lincoln PUD. In doing so, BPA sold all easement access to their main tower that carries power lines over the Siuslaw River. The modified alignment would be able to provide access to the main tower from a public roadway.
- A major goal of the modified alignment is to take advantage of existing property lines for alignment, thereby reducing impacts to any one property owner.

The cost changes for the project are reflected in the 05-09 Capital Improvement Program (CIP), adopted by the Board on May 12, 2004. The increase in project cost is due, in part, to the large fill embankment needed to traverse the drainage on the modified alignment. The Design Section is looking at ways to reduce the amount of fill required, such as designing steeper road grades and sharper curves beyond standards. Any adjustments that can be made at this crossing will reduce the overall project cost. However, construction of the modified realignment is estimated to cost about $70,000 less than the Board-approved alignment in Alternative 1.

The current cost estimate does not include any work that may be required related to reclassifying the Bonneville Power Administration access road to a public facility by either the railroad operator or BPA. There is also potential additional cost of $30,000 associated with protection of BPA tower and pole facilities near the new alignment, depending on requirements set forth by BPA. Staff continues to communicate with these agencies and will refine the necessary agreements accordingly.

The adopted design concept alignment and the new proposed modified alignment are shown in the graphic on the next page.



Alignment seen by B/CC

Proposed Alignment

Other Alternatives Using Existing Alignment

In August 2004 the Department received a petition signed by some of the residents of the neighborhood requesting reconsideration of improving the existing alignment. See Attachments 3 and 4. Attachment 3 is the petition and Attachment 4 is a presentation of a foot-by-foot visual survey of the existing road conducted by Mr. Stanton with suggested isolated road repairs.

In light of the recent neighborhood petition and the Board's deliberation regarding the design concept for this project where concern was raised that we were spending a significant amount of the Road Fund for a few residents, staff would like the Board to consider some other alternatives. Alternatives 3-7 do not propose road realignment, and may or may not reduce project cost as reflected in the current CIP, but should be considered to meet the goal of providing minimal safe access to the residential properties abutting the road.

3) Isolated repairs on the existing road as suggested by resident petition - $350,000-$425,000

This option implements isolated repairs detailed in the letter from Mr. Stanton and outlined in Attachments 3 and 4. Improvements include slide stabilization, installation of guardrail, and provision of a 12-foot paved roadway with turnouts. Depending on the surface treatment, the cost is estimated at $350,000 for rehabilitation of the roadbed with ¾" chip seal or $425,000 for reconstruction of the roadbed with 2" of asphalt.

This action would help in the immediate term with moderate improvements; however, it must be balanced against anticipated County involvement in future maintenance assuming this will not provide a permanent fix. Past maintenance activities from 1993 to 2003 indicate total maintenance expenditures of $128,000. In comparative terms, this equates to about $36,500 per mile annually, while countywide maintenance costs on rural local roads are typically around $5,300 per mile annually.

The cost of implementing Alternative 3 is roughly the same as the realignment options, so no real cost advantages are gained. However, this seems to have greater public support and avoids possible complications working with outside agencies compared to the realignment option. Any repairs to the existing road would be monitored over time to gauge their effectiveness.

4) Reconstruct existing road to County standards - $885,000

To bring Bernhardt Heights up to current Rural Local Road standards, the pavement width would need to be widened to a minimum of 18 feet from its current width of 12-14 feet. The road base would also need to be upgraded to meet specified County standards. At an estimated $885,000, reconstruction of the 0.35-mile section of roadway is the most expensive option. The cost is much higher than typical rural reconstruction projects due to the steep slopes and large amount of excavation required to widen and stabilize the road base.

This option requires additional geotechnical analysis to ensure a stable, widened road base could be established on the existing alignment. Costs could fluctuate

depending on the amount of excavation required and, assuming reconstruction would necessitate closure of the road, the need to provide safe alternative access to residences during the construction period.

5) Fix slide and change road status to Local Access Road - $250,000

Fixing the slide through maintenance actions as identified by the County would enhance the immediate term stability and safety of the roadway at a lower cost. The disadvantage of this option is the possibility of continued maintenance costs associated with the longer-term uncertainty of the existing alignment.

In light of this, it is possible to convert a County road to a Local Access Road (LAR). The County typically does not spend Road Fund dollars on LARs, thereby shifting the burden of future maintenance actions to the property owners served by the road.

Lane Manual 15.300 allows for withdrawal of County Road status under certain circumstances. Applicable circumstances include roads that are unusually difficult to maintain because of substandard road width, right-of-way width, or steep topography that may result in excessive cost and liability exposure.

The minimum road width standard for an LAR is 12 feet with turnouts for 1-3 parcels served or 18 feet with no turnouts for 4 or more parcels. The Bernhardt Heights right-of-way is contained within 3 parcels, but actually serves more than these 3 properties. The LAR standard for travel surface may be gravel or pavement.

As an LAR, Bernhardt Heights would still be a public road, and while Lane County is not liable for failure to improve or repair an LAR, Lane Code 15.010(35)(e)(v) specifies that the County may still spend Road Fund money if it determines that the work is an emergency or if the public use of the road justifies the expenditure and is authorized by the Board. Consequently, future expenditures may be directed to Bernhardt Heights if deemed necessary.

The estimated cost of $250,000 is for slide repair only and does not reflect staff time for processing the removal of Bernhardt Heights from County Road status.

6) Fix slide and vacate road - $250,000

This option provides the same repairs as Alternative 5 above, but upon repair of the slide area, vacation would remove the road from its public status. The Board may consider road vacation following the procedures of Lane Manual 15.300. All future maintenance would then be a private matter without the possibility of expenditure from the Road Fund. Creation of a homeowners association or similar structure would be recommended to establish joint ownership and maintenance responsibility of the roadway.

Road vacation may be considered where little need exists to be part of the County Road System. The same circumstances used to consider conversion to an LAR from Lane Manual 15.300 apply to road vacations, as discussed in Alternative 5 above. Vacation is processed through the Surveyors office, and a public hearing is required allowing all interested parties to testify to the Board before a decision is made.

The estimated cost of $250,000 is for slide repair only and does not reflect staff time for processing the road vacation.

7) Do nothing - $0

Lack of action would leave Bernhardt Heights in its substandard condition and possibly precipitate degradation of the road in the slide area. Selection of this option would be based on the assumption that road conditions will basically remain static and not get any worse. However, going with the status quo increases the future possibility of complete road failure/closure as well as liability exposure to the County if conditions do indeed worsen.

C. **Alternatives/Options.**

- **Reaffirm the Board-adopted alignment for Bernhardt Heights (Alternative 1).**
- **Modify the adopted alignment as shown in Exhibit A to the attached Board Order (Alternative 2).**
- **Reconsider the design concept for Bernhardt Heights and adopt a different alternative (Alternatives 3 through 7).**

D. **Recommendation.**

Realignment Alternative 2 – Realign Bernhardt Heights Road using the modified alignment proposal

IV. IMPLEMENTATION/FOLLOW-UP

Staff will inform the residents of the Board's action.

ATTACHMENTS

Board Order for Alternative 2 with Exhibit A modified alignment

Attachment 1 - Board Order 02-12-4-2 with Attachments – Order adopting a Design Concept and Findings
Attachment 2 – Bernhardt Heights supplemental memo
Attachment 3 – Bernhardt Heights Resident Petition
Attachment 4 – Visual Survey and Suggested Isolated Repairs from Mr. Stanton

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO.

) IN THE MATTER OF REAFFIRMING THE DESIGN
) CONCEPT FOR BERNHARDT HEIGHTS ROAD,
) ADOPTED BY THE BOARD 4 DECEMBER 2002 BY
) ORDER NUMBER 02-12-4-2, AND APPROVING A
) MODIFIED ALIGNMENT AND COST ESTIMATE.
)

WHEREAS, Bernhardt Heights Road, MP 0.0 TO MP 0.35, has been approved with an increased funding amount of $385,000 through adoption of the FY 2005-2009 Capital Improvement Program in May 2004; and

WHEREAS, the Bernhardt Heights Road Design Concept and Findings was originally adopted by the Board on December 4, 2002 by Order No. 02-12-4-2; and

WHEREAS, as County staff proceeded toward construction of the Bernhardt Heights Road project as authorized by the Board, additional analysis produced a modified alignment plan as shown in Exhibit A; and

WHEREAS, the modified alignment was presented to the Board at the December 8, 2004 public hearing; and

WHEREAS, the Board reaffirms the findings of the 2002 design concept in support of realigning Bernhardt Heights Road; and

WHEREAS, the Board supports modification of the 2002 design concept realignment, as shown in Exhibit A at an estimated construction cost of $330,000; and

WHEREAS, the Board concurs in the necessity of the improvement and believes that the proposed project is most compatible with the greatest public good and the least private injury; **NOW THEREFORE, BE IT**

ORDERED, that the Board approve the modified alignment from Exhibit A and incorporate it into the Design Concept and Findings adopted by the Board in December 2002 by Order No. 02-12-4-2 for the improvement of Bernhardt Heights Road; **AND, BE IT**

RESOLVED AND ORDERED, that staff prepare a right-of-way plan necessary to construct the road; pursue all necessary planning actions; acquire right-of-way and prepare plans and specifications for improvement of Bernhardt Heights Road, pursuant to this Order and Order No. 02-12-4-2, which contains the original Board authorization and attached Bernhardt Heights Road Design Concept and Findings.

DATED this _____ day of _____ 2004.

_____
Bobby Green, Sr.
Chair, Lane County Board of Commissioners

Alignment seen by B/CC

Proposed Alignment

EXHIBIT A

PASSED

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO.
02-12-4-2

IN THE MATTER OF AMENDING THE FY 03 TO FY 07 CAPITAL IMPROVEMENT PROGRAM (CIP) TO INCLUDE BERNHARDT HEIGHTS ROAD; SETTING A DATE FOR PUBLIC HEARING; APPROVING A PROJECT DESIGN CONCEPT FOR THE REALIGNMENT OF BERNHARDT HEIGHTS ROAD BASED ON THE DESIGN CONCEPT IN EXHIBIT B; AND AUTHORIZING STAFF TO PREPARE A RIGHT-OF-WAY PLAN NECESSARY TO CONSTRUCT THE ROAD, PURSUE ALL NECESSARY PLANNING ACTIONS AND PREPARE PLANS AND SPECIFICATIONS FOR REALIGNMENT OF SAID ROAD.

WHEREAS, the realignment of Bernhardt Heights Road has not been approved for funding through adoption of the FY 2002-03 through FY 2006-07 Capital Improvement Program; and

WHEREAS, on December 13, 2000 the Roads Advisory Committee reviewed the public meeting record and the report prepared by County staff, and adopted a recommendation specifying a realignment concept for Bernhardt Heights Road; and

WHEREAS, the recommendations and findings were mailed to property owners within the project area; and

WHEREAS, the Board held a public hearing on November 6, 2002 to consider realignment of the subject road; and

WHEREAS, the Board has determined it is necessary and in the public's interest to acquire fee or other interests in certain properties, as listed in EXHIBIT A, attached hereto and made a part hereof, from owners and others as their interests may appear of record to serve the needs of Lane County, and that the public welfare will be benefited by the realignment of said road and the Board being fully advised; and

WHEREAS, the Board has concurred in the necessity of the realignment and believes that the proposed project is most compatible with the greatest public good and the least private injury; **NOW THEREFORE, BE IT**

ORDERED, that the 03-07 CIP be amended to include the Bernhardt Heights Realignment project under the General Construction Category in FY 03-04 in the amount of $160,000 and in the Right-of-Way category in FY 03-04 in the amount of $15,000; **AND, BE IT**

ORDERED, that the Board approve the project design concept identified in EXHIBIT B for realignment of Bernhardt Heights Road, based on the findings in EXHIBIT B; **AND, BE IT**

ORDERED, that the Board delegates authority for determination of all other project design standards not identified in the design concept, and exceptions to design standards, to the County Engineer consistent with this Order; **AND, BE IT**

ORDERED, that staff prepare a right-of-way plan necessary to construct the road; pursue all necessary planning actions; acquire right-of-way and prepare plans and specifications for realignment of said road pursuant to this order, **AND, BE IT**

RESOLVED, that under authority granted in ORS Chapter 35 and consistent with ORS Chapter 281, that there exists a necessity to acquire and immediately occupy real property in order to realign Bernhardt Heights Road, to serve the needs of Lane County for the general use and benefit of Lane County; **AND, BE IT**

RESOLVED AND ORDERED, that the Director of the Department of Public Works or the Director's representative is hereby delegated the authority to purchase the necessary real property in accordance with Lane Manual chapter 21 and to execute related instruments to accomplish the property acquisition. If Lane County is unable by negotiations to reach an agreement for the acquisition of the necessary real property rights, the Office of Legal Counsel of Lane County is hereby authorized to commence and prosecute in the Circuit Court of Lane County, in the name of Lane County, any necessary proceedings for the condemnation and immediate possession of necessary real property rights and for the assessment of damages for the taking thereof.

DATED this 4th day of December 2002.

Bill Dwyer
Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 10-23-02 lane county

OFFICE OF LEGAL COUNSEL

IN THE MATTER OF AMENDING THE FY 03 TO FY 07 CAPITAL IMPROVEMENT PROGRAM (CIP) TO INCLUDE BERNHARDT HEIGHTS ROAD; SETTING A DATE FOR PUBLIC HEARING; APPROVING A PROJECT DESIGN CONCEPT FOR THE REALIGNMENT OF BERNHARDT HEIGHTS ROAD BASED ON THE DESIGN CONCEPT IN EXHIBIT B; AND AUTHORIZING STAFF TO PREPARE A RIGHT-OF-WAY PLAN NECESSARY TO CONSTRUCT THE ROAD, PURSUE ALL NECESSARY PLANNING ACTIONS AND PREPARE PLANS AND SPECIFICATIONS FOR REALIGNMENT OF SAID ROAD.

EXHIBIT A

Bernhardt Heights
Realignment Project
Right-of-Way Acquisition List

Bernhardt Heights Realignment Project
Right-of-Way Acquisition List

Legal Description	Owner of Record
18-11-16/100	Roseburg Resources Co.
18-11-16/600 & 701	US Government - BPA
18-11-16/503	Wendell Morse
18-11-16/501	Daniel A. Gray
18-11-16/504 & 505	Linn W. Willis
Railroad Right-of-way	Union Pacific

EXHIBIT B

LANE COUNTY BOARD OF COUNTY COMMISSIONERS
ADOPTED DESIGN CONCEPT AND FINDINGS

Bernhardt Heights Road Realignment

October 16, 2002

BACKGROUND

Bernhardt Heights Road is a rural local road approximately 1850 feet in length serving approximately nine single-family dwellings. This gravel road is characterized by a steep road grade, 13 feet in width, that is carved into a hillside with steep sideslopes above and below. The road has experienced some slope stability problems that require on-going maintenance and have generated continuing safety concerns from the residents. The proposed project realigns Bernhardt Heights Road using an existing private road owned by the Bonneville Power Administration (BPA). The intent of the realignment is to provide minimal safe access to the residential development on the road. The project is budgeted in the County's Capital Improvement Program (CIP) for construction in the 03/04 fiscal year. The current estimated costs for the project are $160,000 for construction and $15,000 for right-of-way (R/W) acquisition.

RECOMMENDED DESIGN CONCEPT

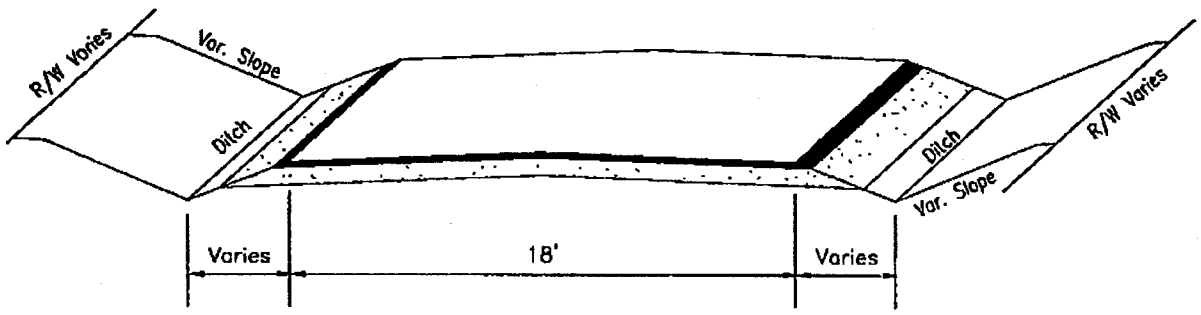
The Board of County Commissioners directs staff to construct an 20-foot wide rural roadway using the existing BPA roadway, then transition to a 18-foot wide paved section for the remaining length up to the residential development providing access to each property along the realignment.

A. Alignment

The first 2,657 feet will be along the existing BPA paved roadway up to an electric sub-station with a minor realignment at a sharp corner. The remaining 2,707 feet shall be a newly established road that continues from the BPA roadway, through the residential development and ending at an intersection of the existing Bernhardt Heights Road. An aerial photo showing the proposed alignment (green) is provided in ATTACHMENT B.

B. Typical Section

The existing BPA roadway is approximately 18 to 20 feet wide with a rural ditch section. This will be maintained up to an electric substation where the roadway will transition to a newly constructed 18-foot wide rural section for the rest of the project length.



- One 18-foot wide paved travel surface

C. Standards

The project shall be designed in accordance with the 2001 American Association of State Highway and Transportation Officials (AASHTO) publication *A Policy On Geometric Design of Highways and Streets*. Traffic control, signing, and signal devices shall comply with the *Manual of Uniform Traffic Control Devices, Millennium Edition* and Oregon Supplements.

D. Design Speed

The design speed for this rural local road that has 50 vehicles per day is 20 mph. This design speed will be used for design of horizontal and vertical alignments.

E. Right-of-Way Widths

The realignment will be established on right-of-way to be acquired specifically for the project. The right-of-way will vary in width throughout the project length from 50 to 70 feet, generally, to accommodate the typical section, proposed alignment and culvert extensions.

Exact right-of-way requirements will be developed upon adoption of this design concept.

F. Additional Design Exceptions

The County Engineer is authorized to approve design standards and exceptions to design standards for features not specifically addressed in this document.

FINDINGS

A. Existing Road Conditions

The existing Bernhardt Heights Road is 13 feet wide with gravel and varying amounts of shoulder. The road is very narrow with little room for driver error, as sideslopes along the roadway are very steep.

B. Public Process

In August 2000, five residents of Bernhardt Heights Road appeared before the Roads Advisory Committee during Public Comment and testified to the unsafe condition of the roadway. Engineering Division, Road Maintenance personnel subsequently met with two residents on-site to discuss alternatives and gauge reaction to realigning the roadway to avoid the slide area.

The residents have talked to a local contractor who gave them a cost estimate for upgrading the road of $450,000. Engineering staff has reviewed this proposal and agrees with this estimate. In addition, staff believes that the road would continue to experience slope failures and other maintenance problems after the investment was made. For this reason, Engineering staff has explored other options to provide access.

At their December 13, 2000 meeting, the Roads Advisory Committee considered a report from staff that proposed four options to address access and safety issues at Bernhardt Heights Road. The Roads Advisory Committee is recommending that the Board pursue Option C. An outline of the four options is presented below.

On November 6, 2002, the Board held a Public Hearing on the RAC's recommended design concept to gather testimony and allow interested parties to appear before the Board. The Board deliberated on December 4, 2002, and adopted the design concept contained herein.

C. Alignment

The Engineering Division looked at four options for providing access. The options are analyzed in depth in ATTACHMENT A by using evaluation criteria and developing a list of "pro and con" statements.

Summary of Options

Option A: Widen existing road and provide guardrail. **Cost: $450,000**

Option A is the red line on the aerial photo in Attachment B. This option would improve the existing roadway to a two-lane paved section with guardrail. This option represents the request from the property owners.

Option B: Widen gravel logging road to the west **Cost: $500,000**

Option B, the blue line on the aerial photograph, proposes an 18-foot paved road to the west that uses an existing logging road on the Davidson Industries property.

Option C: Modify/extend an existing BPA road to the east **Cost: $175,000**

Option C, the green line on the aerial, proposes the use of an existing Bonneville Power Administration (BPA) access road to the east as an alternate route for the current roadway. This option uses the existing paved portion as-is and extends up to the residential area with an 18-foot paved roadway. The BPA route would become a County road as well as the new extension up to the residential area at the top of the hill.

Option D: Repair slide area only on existing road **Cost $150,000**

Option D proposes to fix only the slide area with some type of slope stabilization device (retaining wall, sheet piling, etc.).

Preferred Option

Staff and the Roads Advisory Committee are recommending Option C as the preferred option.

The Roads Advisory Committee recommended a 20-foot gravel road width for the newly constructed Option C alignment. Staff is recommending the Board adopt a design concept that uses an 18-foot paved surface instead. This will add approximately $22,000 to the project, but will be easier to maintain and be consistent with standards being proposed in the draft Lane County Transportation System Plan.

In looking at the Alternatives Analysis in ATTACHMENT A, the following conclusions about each option were drawn. Options were not supported if they failed to meet one or more of the following criteria.

Reasonable Cost - Option A, while being the most direct access to the developed properties within an existing County right-of-way, was eliminated due to high cost. Although a target maximum cost was not developed for the project, an investment of $450,000 for a road that may continue to experience stability problems was not seen as a prudent expenditure of Road funds. For this same reason, Option B was eliminated due to its $500,000 estimated cost.

All remaining options were within a reasonable cost maximum for this project.

Improved Safety – This criterion is the basis of the project goal that is to provide minimal safe access to the residential development on Bernhardt Heights. At the minimum, the County Engineer would like to see a paved road with two lanes or inter-visible turnouts on a stable road base. Option D was eliminated due to its inability to meet these fundamental safety enhancements such as providing two travel lanes and guardrail for more than just the slide area. Options A and D may continue to experience future slope failures that will necessitate road closure and further expenditure of road funds.

Reduced Maintenance – None of the options were eliminated due to this criterion, however the potential for future slope failures would cause obvious maintenance problems for Options A and D.

Improved Neighborhood Accessibility – None of the options were eliminated due to this criterion. Options B and C require some out-of-direction travel compared to Options A and D.

Limited Physical/Design Constraints – Option B, already eliminated due to cost, also contains a rock formation on tax lot 1900 that will make establishing a road of sufficient width expensive. Estimated costs associated with the rock cut added approximately $300,000 to the option. Options A and D maintain existing steep road grade and severe side slopes causing significantly large cuts/fills.

Acceptable Land Use Impact/Requirements – No option was eliminated due to this criterion. It is worth noting, however, that both Options B and C will require Special Use Permit processes, as a public road is not an outright use in Forest zones.

Limited Property Acquisition Impact – No option was eliminated due to this criterion.

Limited Environmental Impact – No option was eliminated due to this criterion. Option C will have the most environmental workload associated with it. The use of the BPA route triggers a federal nexus and therefore requires an Endangered Species Act process. This is not seen as a fatal flaw since it is reasonable to expect a Finding Of No Significant Impact (FONSI). The route already experiences a certain amount of ambient noise due to the developed parcels and existing BPA facility. The additional length of road needed to get to the residential development will cross a drainage/creek, but the likelihood of this being a fish-bearing stream is low. Environmental inventories and studies will have to be performed to determine exact impacts, but upon initial review, there will likely not be much, if any, mitigation requirements.

Local Community Acceptance – Option A has high local community acceptance as it represents the request of the residents living in the area. Option D was eliminated due to this criterion, as it is not seen as fixing the problem and will, in effect, just be a Band-Aid for a larger dilemma.

Option C is then recommended as the preferred alternative as it provides a safe and operationally sufficient roadway at a reasonable estimated cost. Option C satisfies the goal of the project to provide minimal safe access to the residential development on Bernhardt Heights with relatively little physical design constraints. While the Land Use and Environmental requirements of Option C are relatively heavier than the other options, this is outweighed by the convenience of an existing paved and guard-railed roadway for over half of the project length that is not experiencing slope failures.

The Bonneville Power Administration has been contacted regarding transfer of the access road to public use and they have given preliminary indications of support for the proposal with some conditions. The main condition raised by BPA is the straightening out of a curve located at approximately the mid-point of the paved section. The Department finds no

major issues with BPA's conditions that would jeopardize the use of the access road as a realignment of Bernhardt Heights Road. The estimated construction cost of $160,000 includes $20,000 for this curve realignment work.

D. Typical Section

Current and projected traffic volumes indicate that one travel lane in each direction will be sufficient for this project. The establishment of a new roadway and utilization of the existing BPA roadway will meet the intent of the proposal, which is to provide minimal safe access.

E. Right-of-way Widths

Right-of-way will have to be acquired to accommodate fill and cut slopes needed to establish a viable road surface and establish the typical section. The right-of-way therefore varies in width throughout the project length from 50 feet to 70 feet, generally. This right-of-way will be new and establish a roadway where there is none at this time. The proposed right-of-way also traverses F1 and F2 forest zones and will require issuance of a special use permit.

F. Environmental

The Army Corps of Engineers, Division of State Lands, National Marine Fisheries Service and possibly others will determine mitigation requirements through permitting processes. One significant drainage way is crossed by the preferred option. Further analysis will have to be done to determine the extent of environmental impacts, but upon initial investigation, the drainage does not appear to be fish bearing and may only need minimal mitigation to offset any impacts. Environmental inventories and studies will have to be performed to determine exact impacts

G. Policy Framework

The proposal is subject to requirements of the Oregon Transportation Planning Rule. Based on evidence contained in this record, and testimony presented in a work session and public hearings, the Board of Commissioners finds the proposal satisfies these standards as follows:

Compliance with the Oregon Transportation Planning Rule

Options B and C would create a realignment[1] of an existing road.

The Transportation Planning Rule (TPR), OAR 660-012-0065, identifies transportation facilities, services and improvements which may be permitted on rural lands consistent with Goals 3 (Agriculture), 4 (Forest), 11 (Public Facilities), and 14 (Urbanization) without a goal exception, including realignment of roads (OAR 660-012-0065(3)(d)).

The realignment would traverse Rural Residential and Forest (F-1 and F-2) zones.

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[1] Oregon Administrative Rules (OAR) 660-012-0065(2)(f) states, "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment. The realignment shall maintain the function of the existing road segment being realigned as specified in the acknowledged comprehensive plan."

The realignment must therefore comply with the state Forest Lands Rule (OAR 660-004-0025(4)(v)), which allows "Public Roads and highway projects as described in ORS 215.213 . . . (10). ORS 215.213(10) was enacted by the legislature prior to, but anticipated future adoption of, the TPR. In a somewhat convoluted manner, ORS 215.213(10)(b) states, "Roads, highways, and other transportation facilities . . . may be established . . . subject to ORS 215.296 for those uses identified by rule of the Land Conservation and Development Commission as provided in section 3, chapter 529, Oregon Laws 1993." Resurrecting the 1993 Oregon Law subsection, it links the TPR to the Forest Lands (As well as Agriculture) Rule so that the proposed project is consistent with the TPR as well as the Forest Lands rule:

> *1993 Oregon Laws, Chapter 529, Section 3:*
> *The Department of Transportation shall by March 30, 1994, submit to the Land Conservation and Development Commission proposed rules identifying the other roads, highways and transportation facilities that may be allowed pursuant to ORS 215.213 (10)(b) and 215.283 (5)(b). The Land Conservation and Development Commission shall adopt rules implementing ORS 215.213 (10)(b) and 215.283(5)(b) by June 30, 1994.*

The reference to ORS 215.296 indicates that uses allowed under these provisions require special use permits. ORS 215.296 contains the standard, discretionary language requiring a showing of no significant impact to farm or forest practices on surrounding lands.

Recent Impacted Forest zone (F-2) amendments also allow for the project as a special use, under LC 16.211(3)(q)(v).

The project could also be allowed as a "new" road, rather than as an existing road, under other provisions of the TPR:

- In the Rural Residential zone, the TPR allows, "new access roads and collectors within a built or committed exception area . . . These roads shall be limited to two travel lanes. Private access and intersections shall be limited to rural needs or to provide adequate emergency access."[2]

- In addition, the TPR allows the following uses in any rural zone, including Forest zones, without a goal exception: "Transportation facilities, services and improvements other than those listed in this rule that serve local travel needs. The travel capacity and level of service of facilities and improvements serving local travel needs shall be limited to that necessary to support rural land uses identified in the acknowledged comprehensive plan or to provide adequate emergency access."[3]

The proposed Bernhardt Heights Road project meets the above requirements.

For informational purposes, the TPR specifies that no new parcels may be created by the road improvements. Although the new road would transect several private properties, they would not create new parcels as defined by state law, which states that a "parcel means a single unit of land that is created by a partitioning of land."[4] State law further specifies that a parcel does not include, "A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right of way purposes provided that such road or right of way complies with the applicable comprehensive plan... any property divided by the sale or grant of property for state highway, county road, city street or other

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[2] OAR 660-012-0065(3)(g)
[3] OAR 660-012-0065(3)(o)
[4] Oregon Revised Statutes (ORS) 92.010(6)

right of way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned."[5]

Public Works staff therefore find that no land use planning goal exceptions are needed for Options B or C as well as Options A and D. However, a special use permit is needed for portions of a realigned road that fall within F1 or F2 zones as public roads are not an outright use in these zones.

[5] ORS 92.010(7)(d)

ATTACHMENT A

Options Analysis

Bernhardt Heights Road Alternatives Analysis

Bernhardt Heights Road is a county local road that is experiencing slope stability problems. The expected on-going maintainance issues have caused the need to look for a different access to the developed properties at the top of the hill.

PROJECT GOAL: To provide minimal safe access to residential development on Bernhardt Heights. Also to optimize overall public expenditures on both capital and maintenance investments over the life of road.

Criteria	**OPTION A (Red)** - Improve existing roadway. (two-lane paved with guardrail)	**OPTION B (Blue)** - Creating a new public road utilizing an existing logging road on Davidson Industries property located to the west of the current roadway. (18-foot paved)	**OPTION C (Green)** - Creating a new public road utilizing an existing sub-station access road for a Bonneville Power Administration facility located to the east of the current roadway. (maintains exisiting paved section as-is, 18-foot paved beyond)	**OPTION D - Minimal build** - Fix slide area.
Length of New Construction	1848 feet (563 meters)	3900 feet (1190 meters)	2657 feet (810 meters) existing paved. 2707 feet (825 meters) unpaved 5364 feet (1635 meters) total	360 feet (110 meters)
Reasonable Cost	$450,000	$500,000	$175,000	$150,000
Improved Safety	PRO: - Most direct access to developed property. CON: - Side-slopes make it difficult to install guardrail. - Road slope is steep at specific sections along the road.	PRO: - Road slope at connection to Hwy 126 relatively flat. CON: - Converting private RR x-ing to public.	PRO: - Existing paved roadway with guardrail up to sub-station. CON: - Section of alignment on north side of hill - icing issue. - Road grade is also steep at this location on the paved portion.	PRO: - Fixes immediate slide area. CON: - Potential future slope failures will continue to be a problem. - Does not provide two lanes. - Does not provide guardrail.
Reduced Maintenance	PRO: - Follows existing county road right-of-way. CON: - On-going maintenance costs predicted. (slope failures)	PRO: - CON: -	PRO: - CON: -	PRO: - CON: - Single lane only.

Bernhardt Heights Road Alternatives Analysis

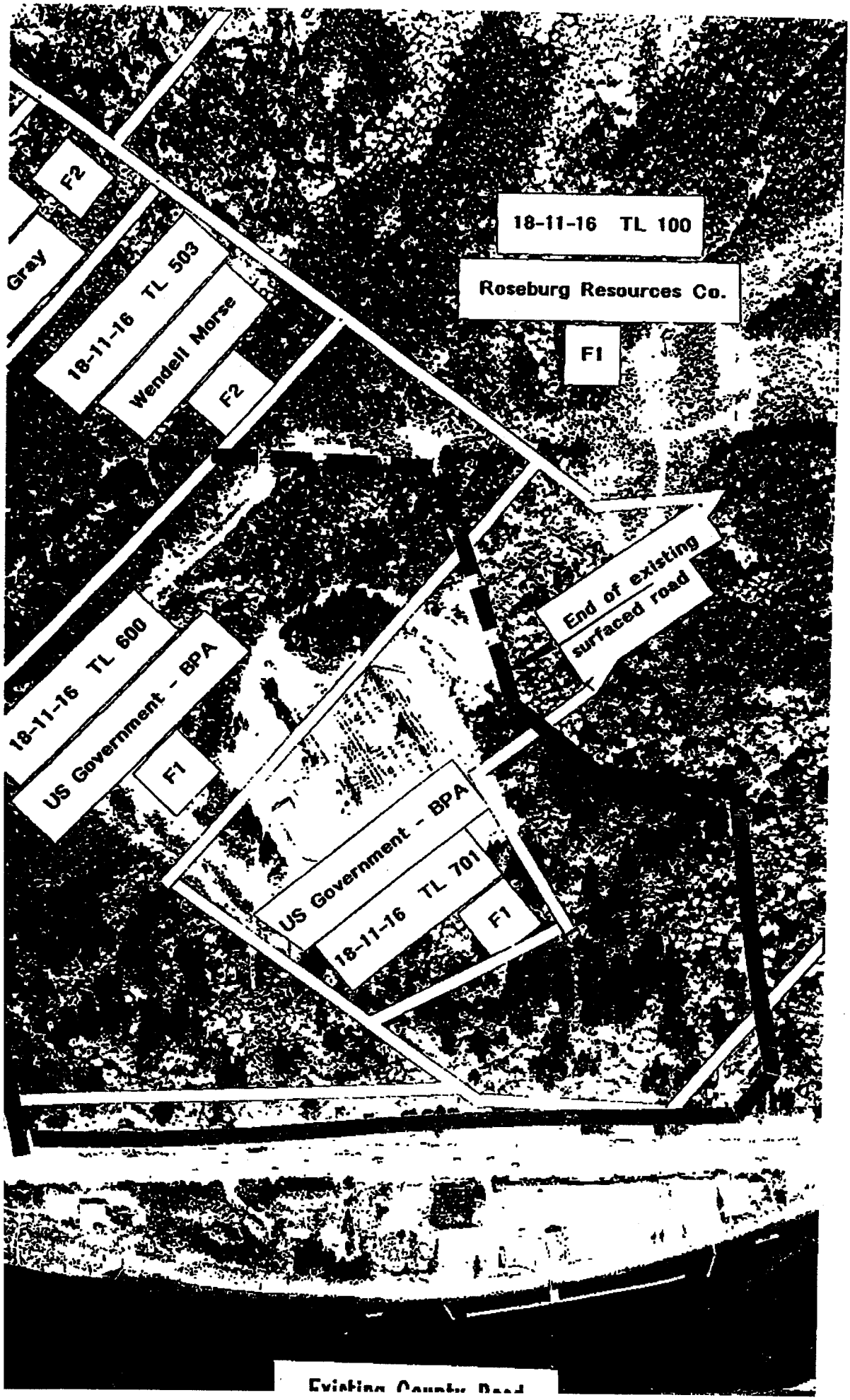
Criteria	**OPTION A (Red)** - Improve existing roadway. (two-lane paved with guardrail)	**OPTION B (Blue)** - Creating a new public road utilizing an existing logging road on Davidson Industries property located to the west of the current roadway. (18-foot paved)	**OPTION C (Green)** - Creating a new public road utilizing an existing sub-station access road for a Bonneville Power Administration facility located to the east of the current roadway. (maintains exisiting paved section as-is, 18-foot paved beyond)	**OPTION D - Minimal build** - Fix slide area.
Improved Neighborhood Accessibility	PRO: - Existing access to residences. - Most direct route to residences. CON: - Possible slope failures could jeopardize use of the road. - Residents complain of steep road grade.	PRO: - Provides safe access to residential development using an existing logging road. CON: - Some out-of-direction travel.	PRO: - Provides safe access to residential development with best ability to provide continuous 18 to 20-ft section. CON: - Longest route to access residences. - Some out-of-direcion travel.	PRO: - No change. CON: - Residents complain of steep and narrow road grade.
Limited Physical/Design Constraints	PRO: - Established roadway. CON: - Side slopes are severe. Cuts/fills are significantly large.	PRO: - Utilizing existing logging road. CON: - Rock formation on tax lot 1900 will make road widening difficult and add an estimated $300,000 to cost. - Widening needed.	PRO: - Relatively open, wide area for establishing roadway all along proposed length. - Utilizes existing logging road for extending the road. CON: - BPA requires some work to straighten curve located approximately mid-point of paved section.	PRO: - CON: - Steep road grade with steep sideslopes above and below will remain.

Bernhardt Heights Road Alternatives Analysis

Criteria	**OPTION A (Red)** - Improve existing roadway. (two-lane paved with guardrail)	**OPTION B (Blue)** - Creating a new public road utilizing an existing logging road on Davidson Industries property located to the west of the current roadway. (18-foot paved)	**OPTION C (Green)** - Creating a new public road utilizing an existing sub-station access road for a Bonneville Power Administration facility located to the east of the current roadway. (maintains exisiting paved section as-is, 18-foot paved beyond)	**OPTION D - Minimal build** - Fix slide area.
Acceptable Land Use Impact/Requirements	PRO: - No Goal Exception needed as an improvement of existing road considered a "modification" under ORS 215.213 CON: -	PRO: - Considered creating a new access road under the Forest Rule OAR 660.006. - Allowable under Goal 4 as proposed. - Conversion of an existing logging road means no new impact. CON: - New alignment will cut across F1 and F2 zoning. - Special Use permit needed as a public road is not an outright use in Forest zones..	PRO: - Considered an access road under the Forest Rule OAR 660.006. - No Land Use Goal Exception needed. - Conversion of an the existing BPA road means no new impact. CON: - Extension of BPA road will create new impacts. - Extension will cut across F1 and F2 zoning. - Special Use Permit needed as a public road is not an outright use in Forest zones.	PRO: - No impact. CON: -
Limited Property Acquisition Impacts	0.85 Acres	4.00 Acres	3.71 Acres	None.
Limited Environmental Impact	- Need confirmation of minimal impact. - Within Coastal Zone Management Area. - Potential Bald Eagle, Coho, murrelet and owl impacts.	PRO: - CON: - Within Coastal Zone Management Area. - Potential Bald Eagle, Coho, murrelet, owl and riparian impacts. - Biological Assessment strongly advised.	PRO: - CON: - Within Coastal Zone Management Area. - Some impact to drainage swales along proposed alignment. - Potential Bald Eagle, Murrelet, and Owl impacts. - BPA land and drainage trigger federal nexus = ESA. Help NMFS and USFWS evaluate impacts.	None.
Local Community Acceptance **(as gauged in January 2001 from Maintenance personnel site visit)**	High	2nd Choice	Low - due to steep section.	Low.

ATTACHMENT B

Aerial photograph with Alternative Alignments


F2
Gray
18-11-16 TL 503
Wendell Morse
F2
18-11-16 TL 100
Roseburg Resources Co.
F1
End of existing surfaced road
18-11-16 TL 600
US Government - BPA
F1
US Government - BPA
18-11-16 TL 701
F1
Existing County Road

LANE COUNTY
PUBLIC WORKS DEPARTMENT / 3040 North Delta Hwy. / Eugene, OR 97408
Phone: (541) 682-6911/ Fax: (541) 682-8500

M E M O R A N D U M

TO: Lane County Board of Commissioners

FROM: Mike Russell, Capital Improvement Coordinator

DATE: September 21, 2004

RE: Bernhardt Heights Road Background

This memo is intended as a supplement to the Agenda Cover Memo prepared for the Board in considering this project. The memo refreshes information provided to the Board when you first considered a design concept for the project.

Since the Board's adoption of the design concept for Bernhardt Heights Road on December 4, 2002, Public Works has been developing the final design in anticipation of construction. Through refinement of the design and discussions with adjacent property owners, a modified alignment, that is different than the one presented to the Board, was developed. The modified alignment presents changes in property impacts and the project estimate that necessitate a discussion before the Board to reaffirm commitment to the project.

Maintenance History on the Existing Roadway

One of the main reasons we continue to pursue a realignment of the road is the maintenance effort that has been required to keep the existing route passable. It is expected that the past efforts reflect what will continue to happen along the current route.

Recent study of countywide road maintenance costs found that, for a rural local road such as Bernhardt Heights Road, maintenance costs are about $5,300 per mile annually.

Looking back on past maintenance activity on Bernhardt Heights Road between October 1993 and October 2003 we found that we spent nearly $128,000 over the 10 year study period, or $12,800 annually. When divided by the 0.35-mile length of Bernhardt Heights, this equates to about $36,500 per mile spent maintaining this road annually. This number includes the recent slide repair and culvert replacement that occurred between December 2003 and February 2004, which is indicative of past repairs made to this road.

Comparing the $36,500 annual per mile cost to the $5,300 average annual per mile cost, it is evident that we are expending a lot of effort on this short gravel road compared to our average maintenance effort.

Modified Alignment

The original alignment chosen by the Board utilizes an existing paved access road owned by Bonneville Power Administration (BPA). The access road is approximately 2,600 feet long. It then transitions to a gravel logging road that accesses adjacent properties.

The modified alignment will still use the BPA access road, but takes a different course at the transition to the gravel section. This can be seen on the aerial photo on the following page. The dark green line represents the original alignment and the yellow line represents the modified alignment.

The original alignment was modified due to the following circumstances:

- Extensive potential impacts to a mature, functioning, and valued forested area that may support endangered species habitat.
- Disruption to two natural drainages that supply water to two residents and an associated potential increase in regulatory requirements for mitigation.
- The original alignment bisects the property owned by Wendell Morse and is unacceptable to him as determined through discussion.
- Potential impact to Morse property well
- Construction costs associated with the alignment due to steep topography and crossing two drainages.

The modified alignment provides some benefit over the original in the following manner:

- Decreased right-of-way impact to private property owners due to substantially more of the route traversing public property (BPA).
- Potential impacts to threatened and endangered species habitat appear to be greatly reduced.
- Requires a single drainage crossing as opposed to 2 on the original alignment. This reduces excavation work and wetland resource replacement requirements.
- Avoids impacting water sources for residents.
- Helps BPA with a maintenance issue for the main tower. BPA recently sold the Florence trunk line and right-of-ways to Lincoln PUD. In doing so, BPA sold all easement access to their main tower that carries power lines over the Siuslaw River. The modified alignment would be able to provide access to the main tower from a public roadway.
- A major goal of the modified alignment is to take advantage of existing property lines for alignment, thereby reducing impacts to any one property owner.

It is for these reasons that the modified alignment was developed and is now recommended.

Project Cost Estimate

The project cost estimate has been refined to reflect more detailed information regarding the modified alignment and construction requirements. The Board considered a project cost of $160,000 for construction and $15,000 for right-of-way. As more information has been gathered, mainly through a topographic survey, more precise estimates of material quantities have been made.

The revised project estimate has risen and reflects the costs associated with the modified alignment. Estimated construction costs stand at $350,000 and right-of-way at $35,000. These costs are reflected in the 05-09 Capital Improvement Program (CIP) adopted by the Board on May 12, 2004.

The increase in project cost is due, in part, to the large fill embankment needed to traverse the drainage on the modified alignment. The Design Section is looking at ways to reduce the amount of fill required, such as designing steeper road grades and sharper curves beyond standards. Any adjustments that can be made at this crossing will reduce the overall project cost.

The current cost estimate does not include any work that may be required related to reclassifying the Bonneville Power Administration access road to a public facility by either the railroad operator or BPA. Staff continues to communicate with these agencies and will refine the necessary agreements accordingly.

Date: July 2004

To: Lane County
Fm: Bernhardt Heights Road (BH Rd), private property owners using such

Subj: Current road repair/improvement project

The BH Rd community has been asked for input on the road project due to the emergence of information not prior gathered by either the community nor the county. In general, the community continues to voice its desire for less expensive and more desirable solutions to maintaining the existing Bernhardt Heights county road. Earlier, the county said it would cost 500K to fix and make safer the existing ¼ mile road with a two lane hard-topped road which the community countered with a signed letter dated 18 September 2000 containing a 450K bid. Upon the county road department recommendation, the Lane County Board of Commissioners approved on 04 December 2002 the construction of a new nearly mile long road which is heading toward a 1M+ project. The community suggested using the existing roadway which the county subsequently worked up as Option E at a cost of only 350K. Upon review of the facts, this statement by the community is provided to reemphasize its desire to use a doable and less expensive approach, that of the county developed Option E or similar. All parties that have visited the community have left with the belief the LCBC should reevaluate its earlier decision based on the uncovered facts which show anything other than keeping the existing roadway is not cost effective.

Properties using road for access, 70 crossing/day, also fire access of forest zoned/timbered areas:

hse*2	30ac	18-11-16-00-02000+02001	7659 BH Rd	Jamie and Wilma Jaramillo	541-997-5086
barn	30ac	18-11-16-00-00401	----none-----	Don Davidson (timber)(red barn)	541-268-4422
water	14ac	18-11-16-00-02403	----none-----	Hong-Shiou (Tony+[illegible]) Chiou	541-999-8128
hse	5ac	18-11-16-00-00504+00505	7549 BH Rd	Linn and Kathy Wills IVY	541-997-6319
hse	13ac	18-11-16-00-01001	7681 BH Rd	Arthur Y Perkins (K. Stanton, agent)	541-997-1398
hse*2	3ac	18-11-16-00-00500	7691 BH Rd	Gary (Pete) and Deborah Peterson	541-997-8740
hse	19ac	18-11-16-00-00501	7697 BH Rd	Daniel and Elisa Gray	541-997-2915
hse	20ac	18-11-16-00-00503	7699 BH Rd	Wendell and Verna Morse	541-997-4024

BH Rd occasionally used by PUD and BPA to maintain their utility pole/tower lines and easements.

Existing BH Rd historical perspective:

Roadway has existed for over 100 years having been primarily cut out of a steep rock slope. The stable steep edges are due to the rock strata sloping up toward the center of the adjacent valley providing good stability over the century. Some years back, the road was widened to provide greater driving and passing safety resulting in an essentially 18' wide single lane with turnouts gravel roadway. It traverses one deep ravine filled with rock in January 2003 after the rotted timber/dirt fill and undersized cement culvert failed. There are also two areas where some sliding has occurred over the century. These were shored up using old timbers from the North Fork Siuslaw bridge that was rebuilt in cement. All would be fine; except, these timbers are now rotting and sliding down the slope. BH Rd is roughly 2,000' long, 1,550' (77%) exceeding 18' wide, and the narrows are typically at or above 15' wide. BH Rd is ALL above the AASHTO suggested minimums for 1-lane 2-way roadbed width. The 18' width comes from the AASHTO recommendation for "Rural Minor Access Roads" 2-lane 2-way road which BH Rd essentially is. 18' allows cars to pass while with trucks one of several existing turnouts are typically used. Attention needs to address the two rotting timber areas, installing a 1,200' safety guard rail, and maintaining the 18' road width. Notice, the heavy trucks carrying many many many loads of boulders and later crushed rock to fill the deep ravine used this road in its present condition; proof BH Rd is essentially solid. Access by large wildland and structural fire fighting equipment is possible now but marginally in a few places.

Community consensus in order of preference:

1) Adopt Option E except 6+' not 4+' turnouts {12' wide hardtop road with 4 turnouts and 1,200' guard rail). This satisfies AASHTO recommendations for a 1-lane 2-way low volume rural minor access road.

There is concern about a hardtop roadway being slippery with winter black ice and summer rain slick especially with fallen leaves. Prefer any hardtop be of the course/rough/rocky type commonly used in national parks in the snow zones. Not only would a rough rough rough surface reduce slippage concerns, it will also keep drivers from speeding. Keeping the hardtop as a single lane also keeps drivers from thinking of speeding.

Can cut into slope as the ground/rock layers are rising as if hill top is in the river valley. This means slope slides are minimized, a concern of the only affected house site on 18-11-16-00-00500 (Peterson). 18-11-16-00-01001 (Perkins) has no problem if the county wants to cut into the slope and in removal/trimming of roadside trees. 18-11-16-00-00504+00505 (Wills) has offered to allow road work materials to be dumped on the down slope on his property as has been done in the past to reduce road work costs.

3 want hardtop, 1 is split between hard vs gravel, 1 wants gravel, and 3 are indifferent (D/C/J). A *2ea equivalent would show; 7 = hardtop, 3 = gravel, 6 = don't care as long as Option E hard/gravel is done.

2) If not Option E, then reestablish the 18' roadwidth by fixing/widening the 23% most of which is already in the 15-18' range now. This satisfies AASHTO recommendation using gravel for a 2-lane 2-way low volume rural minor access road serving four or more parcels. Twice/thrice yearly grading/rolling will continue.

3) If not Option E #2, then install 1,200' safety guard rail to mitigate accident concerns and liability.

4) Add pair of 10 mph traffic speed signs on the bottom and top to alert drivers to stay under 15 mph. This provides for both speed citations and to mitigate accident liability when excessive speed is implicated.

5) Prior **cut into the hill at the blind turn** around the 1,000' linear point, where the roadway is now 16' wide, be further cut to 18'+ wide with the debris removed to the nearby property offered for such dumping.

6) Shave off the road hill top just before the ravine where the maximum road grade of 18% takes a jump to 20%+ for a short 100' stretch. Remove some of the hill crest dumping it on the nearby property.

This is true and representative of my(our) desires signified by my(our) signature(s) below:

18-11-16-00-02000 Jamie and Wilma Jaramillo Date signed: 8/5/04

18-11-16-00-00401 Don Davidson (timber)(red barn) Date signed: –

04 Aug stated in person; "do not wish to participate" KWS

18-11-16-00-02403 Hong-Shiou (Tony+[illegible]e) Chiou Date signed: 8/6/04

18-11-16-00-00504 Lynn and Kathy Wills Date signed: 8-14-04

18-11-16-00-01001 Arthur Y Perkins (K. Stanton, agent) Date signed: 24 July 2004

Kent Stanton, agent for AYP

18-11-16-00-00500 Gary (Pete) and Deborah Peterson Date signed: –

Jul + 15 Aug stated in person; "do not want to be involved" KWS

18-11-16-00-00501 Daniel and Elisa Gray Date signed: 7/24/04

18-11-16-00-00503 Wendell and Verna Morse Date signed: 8/24/04

Bernhard Heights Road Project; Lane County, Florence (5 mile mark Hwy126)

Dec 2004 road surveyed by Keith Stanton to find missing county information regarding existing road widths.
Measured distance by 150' tape, elevation by aviation altimeter (some adjustment), and width by 25' tape.
Values compared favorably with country provided distance and elevation measurements of 2003.
Also added data on culverts, shoring, slides, running water, etc. to indicate related work/conditions.
Highlighting: 1) every 50 foot measurments, 2) road widths under 18 foot, and 3) important descriptors.

Distance (D+E in feet)	Elevation by county	Elevation by Keith	Width (in feet-in)	Remarks (widths are based on narrowest in stretch unless additionally noted)
0		0	13 - 00	Start Point - just off SR-126 aligned with Stop sign on east ramp (13-18 foot widths)
50	22	19	50+++	
64				Crossing CORP southern most train rail (2 ramps east/west feed down onto SR-126)
83				Bernhardt Heights Road Stop sign to cross CORP rails and south edge BPA driveway
95				Northern edge of BPA driveway
100		34	40 - 00	
150	30	34	18 - 03	Established on Bernhardt Heights Road proceeding up
200		43	18 - 03	
225				Begin southernly 105 foot turnout area
250	45	47	25 - 00	
300		51	33 - 00	
330			32 - 00	Finish turnout area as run into major 4' culvert for major ravine spring/rainwater drain
350	64	67	25 - 00	
400		72	20 - 00	
450	80	80	19 - 00	
500		89	18 - 09	
550	98	94	21 - 00	Begin southernly 50 foot turnout area
580			27 - 09	Widest point of the turnout area
600		105	25 - 00	Finish southernly turnout area
650	113	119	19 - 00	Area of blind bend (3 of)
685			19 - 03	Small 3 foot slide next to and east where drainage culvert exits roadway
693				Drainage culvert exits southern roadway edge
700		128	21 - 09	
703				Drainage culvert enters northern roadway edge
719				Tree on southern edge tends to narrow roadway
750	131	136	17 - 03	Begin southernly 36 foot turnout area (could be more if remove tree at 786)
776			22 - 09	Widest point of the turnout area
786			17 - 00	Finish southernly turnout area due to a tree narrowing roadway edge
800		139	16 - 09	
850	147	152	19 - 00	Width of this stretch though here actually 22-00 for a southernly small 40 foot mini-turnout area
900		159	16 - 03	
927			15 - 09	Drainage culvert exits southern roadway edge
936			15 - 06	Drainage culvert enters northern roadway edge
950		164	16 - 03	
975	162			Water down slope here enters old drain culvert that comes out south 7 ft under grade
1,000		174	16 - 06	
1,039				Drainage culvert exits southern roadway edge (is 4/5th full of crushed rock)
1,046				Drainage culvert enters northern roadway edge
1,050		187	16 - 00	Area of blind bend (3 of)
1,077	178		14 - 00	Earlier slide's narrow area could be walled in with existing 3 large trees as supports
1,100		198	17 - 00	
1,125			17 - 00	Begin northernly 45 foot turnout area
1,150		204	23 - 00	Widest point of the turnout area
1,170	196		16 - 00	Finish northernly turnout area
1,200		213	16 - 00	Width of this stretch though here actually 19-00 for a small mini-turnout area
1,217				Start of major 170 ft slide area shored up with old North Fork bridge timbers many years ago
1,236				Begin slide cut into road due to one of the timbers here having rotted away
1,250		218	15 - 00	Narrowest place of the current slide from loss of side shoring
1,275	212			Finish slide cut into road due to one of the timbers here having rotted away
1,300		224	23 - 00	
1,350		232	18 - 03	The 1.5 foot of shoring timber is included in this measurement
1,354				Drainage culvert exits southern roadway edge
1,360				Drainage culvert enters northern roadway edge
1,367	227		15 - 06	Junction of two shoring timbers showing signs of immenent loss of road edge support
1,387				End of timber shored up stretch
1,400		237	16 - 03	

1,450		245	16 - 09	Begin southernly 50 foot small turnout area
1,475	241		25 - 00	Widest point of the turnout area
1,500		250	21 - 00	Finish southernly small turnout area
1,506				Drainage culvert exits southern roadway edge
1,511				Drainage culvert enters northern roadway edge
1,550		264	19 - 00	
1,583	260		24 - 00	Small southernly 20 foot mini-turnout area — Area of blind bend (3 of)
1,600		268	21 - 00	Road widening as moving away from southern slope
1,650		276	25 - 00	Large turnout area east side of ravine bridge
1,700	270	281	40 - 00	Top of initial and major climb now dips slightly down then goes gently up a bit more
1,704				First drainage culvert enters northern roadway edge directed toward ravine
1,713				Begin private driveway to the north for #7691 (original Edwin Bernhardt homesite)
1,728				Finish private driveway to the north for #7691
1,737				First drainage culvert exits southern ravine bridge edge
1,750		276	40 - 00	
1,761			21 - 00	Narrowest point crossing crushed rock bridge of major ravine (last major repair)
1,775				Begin private shared driveway to the north for #7681, #7697, and #7699
1,780				Second drainage culvert exits southern ravine bridge edge
1,787	268			Finish private shared driveway to the north for #7681, #7697, and #7699
1,800		281	23 - 00	Second drainage culvert enters northern roadway edge directed toward ravine
1,850		272	31 - 00	Large turnout area west side of ravine bridge
1,900	275	281	30 - 00	
1,950		283	24 - 00	
2,000	286	286	30 - 00	Begin private driveway to the north for #7549 (original turn into logging camp)
2,015				Finish private driveway to the north for #7549 (road end; but, best to just get past drive)
2,050		289	30 - 00	End of country road while continues as a private driveway for #7659
				Stake reportedly 50 years old remains on edge in overgrowth where county road ended.

LANE COUNTY
PUBLIC WORKS DEPARTMENT / 3040 North Delta Hwy. / Eugene, OR 97408
Phone: (541) 682-6911/ Fax: (541) 682-8500

November 18, 2004

RE: Bernhardt Heights Road Public Hearing

Dear Resident or Interested Party:

In response to the petition submitted by residents suggesting improvement of the existing alignment on Bernhardt Heights Road, the realignment project proposal will be revisited by the Board of County Commissioners in a public hearing at the following time and location:

Wednesday, December 8, 2004 - 1:30 PM
BCC Public Hearing
Lane County Public Service Building
Board of Commissioners Conference Rm. or may be moved to Harris Hall (both rooms are in the Public Service Building)
125 E. 8th Ave., Eugene

The public hearing allows the public and interested parties to provide testimony about the project. The 1:30 pm start time is subject to be moved later in the afternoon depending on the Board of Commissioner's schedule. However, it is best to assume it will start at 1:30 if you plan to provide testimony.

Enclosed is the cover memo and supplemental materials that have been issued for the Board's review. Lane County Public Works staff continues to recommend realignment as the appropriate improvement to Bernhardt Heights Road. Moreover, through analysis of the original realignment plan, as adopted by the Board in December 2002, a modified alignment is being recommended to the Board of Commissioners. This is outlined in the attached memo, including a graphic that shows the proposed new alignment.

The public hearing is your opportunity to provide feedback to the Board of Commissioners in consideration of the preferred alternative for improving Bernhardt Heights Road. If you are unable to attend the hearing, and you would like to submit testimony, please submit your comments in writing to:

Lane County Public Works
3040 N. Delta Highway
Eugene, OR 97408
Attn: Bill Morgan

Or email at: bill.morgan@co.lane.or.us

Written comments must be received at our office by December 7, 2004 to be considered by the Board at the December 8th public hearing. If the Board makes a decision after the public hearing, Lane County Public Works staff will be authorized to proceed with the Board-approved project alternative. Residents and interested parties will be informed of the Board's decision in a letter.

If you need more information or have questions, please contact me at (541) 682-6932.

Sincerely,

Bill Morgan

Bill Morgan, P.E.
Senior Engineering Associate

Encl: Board of Commissioners Cover Memo and Attachments

Lane County
Public Works

June 17, 2003

Donald D. Gerig
Bonneville Power Adminstration
86000 Highway 99 South
Eugene. OR 97405

Dear Don:

Subject: Bernhardt Heights Road/Wendson Station Access Road near Cushman, OR

Lane County is proposing to relocate a portion of Bernhardt Heights Road in Section 16, Township 18 South, Range 11 West, Willamette Meridian. The relocation is necessitated due to a slope failure on the existing road about 600 feet westerly of the railroad crossing. The failure is in an area of very fractured rock on a steep slope overlooking the railroad and State Highway 126. Due to the geologic conditions, any fix for this problem may precipitate additional slope failures which may ultimately endanger the railroad and highway alignments on the downhill side, as well as a private residence on the uphill side.

In order to avoid the potential for future damage to the railroad, highway and private residence, and to ensure the residents taking access off from this road will continue to have routine access to their property as well as for fire and life safety services, the County is proposing to utilize the existing crossing at about Station 577+75 on the Eugene-Coos Bay Line, and to establish the existing Bonneville Power Authority Wendson Substation Access road as the County road. This would require that some additional road alignment be constructed between the substation and the connection with the existing road at a point west of the substation.

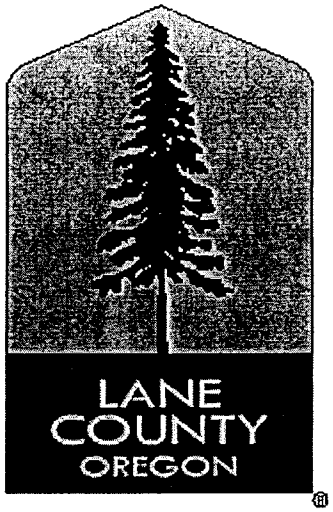
Because the lower portion of the substation access road crosses land owned by others the County will need to acquire the necessary rights from them in order to convert this private road to County road status. I wanted to inform you as to what is planned, since we last dicussed this, the board of County Commissioners has approved the project with a design concept of utilizing the existing paved road up to the substation and constructing an 18-foot wide paved roadway to connect with the residential area to the west.

This project is scheduled to go out to bid in May, 2004. I have included copies of material from the Board Agenda packet for your information. I would like to arrange a meeting on the site with you and the involved field personnel to review this proposal and give you an opportunity to bring up any issues of concern you may have. Please let me know so we can arrange a time that is mutually convenient. I can be reached at (541) 682-6980 or at frank.simas@lane.co.or.us.

Sincerely,

Frank Simas

Frank Simas
Right of Way Manager



Bernhardt Heights Road
Supplemental Material

For December 4, 2002 Agenda Item

Written Testimony Submitted as of November 13, 2002

Davidson Industries Inc.
P. O. BOX 7 • MAPLETON, OREGON • 97453
(541) 268-4422 • FAX (541) 268-9909
"Makers of Douglas Fir Products"

November 12, 2002

Lane County Department of Public Works
Attn: Mike Russell
3040 North Delta Highway
Eugene, OR 97408-1696

RE: Bernhardt Heights Road Options

Dear Mr. Russell:

We respond to your letter of October 30th.

Please be advised that Davidson Industries, Inc., et al. remains "neutral" on the subject as we have adequate access to our lands as currently exists. We would therefore not be interested in any form of financial participation.

Sincerely,

DAVIDSON INDUSTRIES, INC.

Don-Lee Davidson
Chairman of the Board

DLD:mrl

Betty

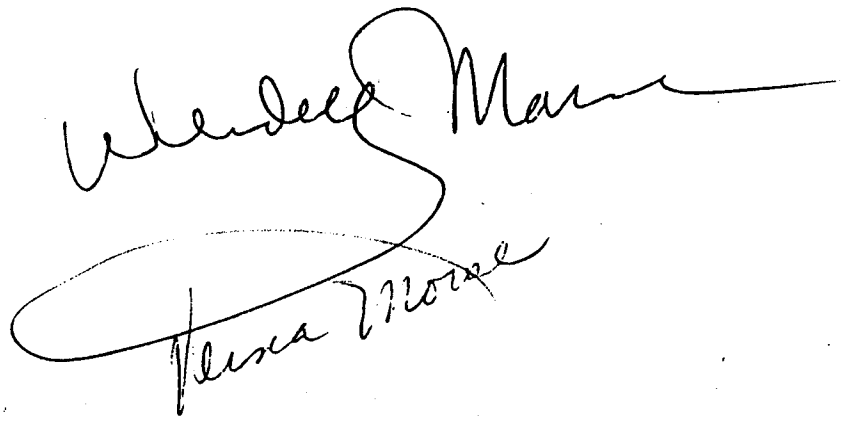
From: "Betty" <bmorse@presys.com>
To: <mike.russell@co.lane.or.us>
Sent: Saturday, November 09, 2002 7:41 PM
Subject: Bernhardt Heights Property

LANE COUNTY BOARD OF COMMISSIONERS

re: 7699 Bernhardt Heights Road
18-11-16 TL 503
Wendell Morse F2

Dear Mr. Russell;

We did not get notification of the hearing on November 6th 20002, or we would have been there.
We just received a copy of the ajenda from a friend.
If you need to contact us in the future please use P.O Box 1237 Florence OR 97439 or call 997 4024 or 997 9661.
Option 3 is not acceptable to us. It would cut our property in half and lower the property value greatly, let alone taking out a lot of our timber.
That option cuts through 3 water systems,(2 wells and 2 streams.)
The road would allow public access to all of the properties up there allowing vandalism etc..
We do not need a freeway in our back yard.
We purchased the property to get away from the traffic and have some peace of mind.
With a road in our backyard our children, grandchildren and animals would be in peril.
Fix the original road and be done with it.
Wendell and Verna Morse



11/9/02

Subj:	**County Road 1112 Bernhardt Height Road**
Date:	11/3/2002 8:20:40 PM Pacific Standard Time
From:	linn4747
To:	mike.russell@co.lane.or.us

Dear Mike:
In response to your recent letter.

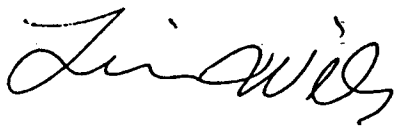
In the matter of County Road 1112 the Bernhardt Height Road I would like to state that the road is a good road but has been neglected over the years and yes it needs improvements.

I went to a County Tax Equalization Board and explained that the County Road was in need of repair and could they lower my property taxes because of the road and was told that the County Road has nothing to do with my tax assessment. So I am now thinking it is strange that after neglecting the road for over 66 years and then talk about an assessment for the people who live there seems strange from my prospective. So I think that I would not support that Idea with a clear conscience, unless my neighbors felt strongly about it and I would have to know how big of an assessment it was before I agree.

As far as donating land for a right of way I would be willing to do that even though you already have a right of way. If you need it wider or longer where the existing road is I have know problem with that and at the end of County Road 1112 where it ends on my property where the old County Road sign used to be (not where it has been moved to) you could dump the spoils of dirt and rock across from my drive way. You are more than welcome to leave your equipment at my place. I will try to be of any help I can.

I would like to know what % grade the Bonneville Road is as compared to the
Bernhardt Heights Road as all the paper work that was sent out only said the two roads were steep. The reason I would like to know that is that the part of the Bonneville Road that goes from the bottom of the hill to the top is only 1/2 as long as the Bernhardt Height Road to reach the same height and it would seem to me that would make it twice as steep. When you compare the roads this should be a factor as the cost of reducing the grade from the blind corner to the top of the hill on the Bonneville Road would be substantial.

Thanks for listening

Linn Wills 

Lane County
Public Works

Nov. 1, 2002

attention: Mike Russell

In reguards to Bernhardts Heights Rd. We prefer the original road, for serious reasons. One, if started at the top and working down hill the last rise could be lowered. Two. There are several corners that can be knocked off and it would only be the upper part of the road that needs work on. Third since most of the road already there, crosses our property for the most part, we would gladly donate the right-of-way. Ditch on the upper side of the road & paved would certainly improve whats there.

Sincerely

Scott Wills + John F. Wills

SIMAS Frank D

From: SIMAS Frank D
Sent: Thursday, December 12, 2002 11:34 AM
To: 'ddgerig@bpa.gov'
Subject: FW: Bernhardt Heights Road Design Concept adoption

Don: I just wanted to bring you up to date on the status of this project. This is slated for a Spring 04 bid date, so we probably won't have maps showing alingment and R/W until late Summer/early fall of next year. I will keep you informed if there is any change in plans.

-----Original Message-----
From: RUSSELL Mike L
Sent: Wednesday, December 04, 2002 4:06 PM
To: STINCHFIELD Tom A; BARRY Celia; MADDOX Donald E; SIMAS Frank D; WILLER Fred A; WILSON Robert T (LC); PUTSCHLER Doug C; NELSON Arno L; WOBBE Dave; KLIEVER Carl R
Cc: SNOWDEN Oliver P
Subject: Bernhardt Heights Road Design Concept adoption

The Board of County Commissioners, this morning, adopted the recommended design concept forwarded by the Roads Advisory Committee and Staff. To refresh your memory, the recommendation was to use the existing Bonneville Power Administration route up to their sub-station and construct an 18' paved roadway the rest of the way up to the existing residential development.

The Board had an interesting deliberation and, in the end, voted 3-2 for the BPA route. Commissioners Bill Dwyer and Peter Sorenson dissenting.

Commissioner Dwyer was not interested in spending a lot of money so he supported the option that fixed the slide area and that's it. He also had concern regarding the establishment of a road across private parcels. Especially since a letter from an affected property owner stated as much.

Commissioner Sorenson wanted the Board to seriously consider the affect of authorizing "Eminent Domain" authority in this case. He felt that we were forcing a road where the neighborhood doesn't want it and using eminent domain authority on such a relatively small project should cause concern for the Board.

Sonny, feel free to elaborate on this if you like.

What's next?

Sonny indicated to the Board that he feels it would be asking too much to get the project to contract by Summer 2003. So, **we are shooting for a 2004 bid date.**

Transportation Planning:
Upon adoption of the Board Order, the Board established interest in the subject properties along the proposed alignment. This allows the Department to proceed with a Special Use Permit to establish a road in the F1 & F2 zones along the route. Tom and I, along with Celia, probably, will be starting the application process right away.

Field & Design Engineering:
With adoption of the design concept, the Board also amended the 03-07 CIP to include Bernhardt Heights under the General Construction category in the amount of $160,000 and under the Right-of-Way category in the amount of $15,000. This brings this project into our regular CIP surveying and design process.

Right-of-Way Management:
The project is now part of our regular CIP project process and should be inserted into your workload schedule for right-of-way delivery by early 2004. I know you guys made initial contact with BPA regarding converting their existing road to a public road and have had some initial correspondence. We need to wrap up whatever agreements need to be made with BPA regarding this issue. Let me know what you think is needed and if you need my help.

Maintenance:
The fate of the existing road still needs to be resolved. At some point, the decision to keep it, re-classify it as an LAR or vacate it will have to be made.

Once I get the signed Board Order, I will distribute the adopted design concept to anyone who needs it. Some of you may get it through the regular adopted Board Order distribution process.

Mike Russell
Capital Improvement Coordinator
phone: (541) 682-6949
fax: (541) 682 8554

Lane County
Public Works

OCT 2002
REAL ESTATE
FIELD SERVICES

October 23, 2002

Bernhardt Heights Property Owner and Interested Parties

Dear Sir or Madam:

Enclosed please find the following replacement pages for the Agenda Cover Memo and Attachments mailed to you previously, for the October 30, November 6, and December 4 Board of County Commissioners meetings:

Agenda Cover Memo: please replace all six pages with the enclosed new Cover Memo.

Exhibit B to the proposed Board Order (entitled Lane County Board Of County Commissioners Adopted Design Concept And Findings): please replace all 6 pages with the enclosed new Exhibit B.

The original materials were incomplete with regard to Transportation Planning Rule (TPR) requirements. Should you need additional information about these revisions, do not hesitate to contact me at 541/682-6949.

Sincerely,

Mike Russell
Capital Improvement Coordinator

DEPARTMENT OF PUBLIC WORKS • 3040 NORTH DELTA HIGHWAY • EUGENE, OREGON 97408-1696 • 541/ 682-6900 • FAX 541/ 682-8799

On November 6, 2002, the Board held a Public Hearing on the RAC's recommended design concept to gather testimony and allow interested parties to appear before the Board. The Board deliberated on December 4, 2002, and adopted the design concept contained herein.

C. Alignment

The Engineering Division looked at four options for providing access. The options are analyzed in depth in ATTACHMENT A by using evaluation criteria and developing a list of "pro and con" statements.

Summary of Options

Option A: Widen existing road and provide guardrail. **Cost: $450,000**

Option A is the red line on the aerial photo in Attachment B. This option would improve the existing roadway to a two-lane paved section with guardrail. This option represents the request from the property owners.

Option B: Widen gravel logging road to the west **Cost: $500,000**

Option B, the blue line on the aerial photograph, proposes an 18-foot paved road to the west that uses an existing logging road on the Davidson Industries property.

Option C: Modify/extend an existing BPA road to the east **Cost: $175,000**

Option C, the green line on the aerial, proposes the use of an existing Bonneville Power Administration (BPA) access road to the east as an alternate route for the current roadway. This option uses the existing paved portion as-is and extends up to the residential area with an 18-foot paved roadway. The BPA route would become a County road as well as the new extension up to the residential area at the top of the hill.

Option D: Repair slide area only on existing road **Cost $150,000**

Option D proposes to fix only the slide area with some type of slope stabilization device (retaining wall, sheet piling, etc.).

Preferred Option

Staff and the Roads Advisory Committee are recommending Option C as the preferred option.

The Roads Advisory Committee recommended a 20-foot gravel road width for the newly constructed Option C alignment. Staff is recommending the Board adopt a design concept that uses an 18-foot paved surface instead. This will add approximately $22,000 to the project, but will be easier to maintain and be consistent with standards being proposed in the draft Lane County Transportation System Plan.

In looking at the Alternatives Analysis in ATTACHMENT A, the following conclusions about each option were drawn. Options were not supported if they failed to meet one or more of the following criteria.

Reasonable Cost - Option A, while being the most direct access to the developed properties within an existing County right-of-way, was eliminated due to high cost. Although a target maximum cost was not developed for the project, an investment of $450,000 for a road that may continue to experience stability problems was not seen as a prudent expenditure of Road funds. For this same reason, Option B was eliminated due to its $500,000 estimated cost.

All remaining options were within a reasonable cost maximum for this project.

Improved Safety – This criterion is the basis of the project goal that is to provide minimal safe access to the residential development on Bernhardt Heights. At the minimum, the County Engineer would like to see a paved road with two lanes or inter-visible turnouts on a stable road base. Option D was eliminated due to its inability to meet these fundamental safety enhancements such as providing two travel lanes and guardrail for more than just the slide area. Options A and D may continue to experience future slope failures that will necessitate road closure and further expenditure of road funds.

Reduced Maintenance – None of the options were eliminated due to this criterion, however the potential for future slope failures would cause obvious maintenance problems for Options A and D.

Improved Neighborhood Accessibility – None of the options were eliminated due to this criterion. Options B and C require some out-of-direction travel compared to Options A and D.

Limited Physical/Design Constraints – Option B, already eliminated due to cost, also contains a rock formation on tax lot 1900 that will make establishing a road of sufficient width expensive. Estimated costs associated with the rock cut added approximately $300,000 to the option. Options A and D maintain existing steep road grade and severe side slopes causing significantly large cuts/fills.

Acceptable Land Use Impact/Requirements – No option was eliminated due to this criterion. It is worth noting, however, that both Options B and C will require Special Use Permit processes, as a public road is not an outright use in Forest zones.

Limited Property Acquisition Impact – No option was eliminated due to this criterion.

Limited Environmental Impact – No option was eliminated due to this criterion. Option C will have the most environmental workload associated with it. The use of the BPA route triggers a federal nexus and therefore requires an Endangered Species Act process. This is not seen as a fatal flaw since it is reasonable to expect a Finding Of No Significant Impact (FONSI). The route already experiences a certain amount of ambient noise due to the developed parcels and existing BPA facility. The additional length of road needed to get to the residential development will cross a drainage/creek, but the likelihood of this being a fish-bearing stream is low. Environmental inventories and studies will have to be performed to determine exact impacts, but upon initial review, there will likely not be much, if any, mitigation requirements.

Local Community Acceptance – Option A has high local community acceptance as it represents the request of the residents living in the area. Option D was eliminated due to this criterion, as it is not seen as fixing the problem and will, in effect, just be a Band-Aid for a larger dilemma.

Option C is then recommended as the preferred alternative as it provides a safe and operationally sufficient roadway at a reasonable estimated cost. Option C satisfies the goal of the project to provide minimal safe access to the residential development on Bernhardt Heights with relatively little physical design constraints. While the Land Use and Environmental requirements of Option C are relatively heavier than the other options, this is outweighed by the convenience of an existing paved and guard-railed roadway for over half of the project length that is not experiencing slope failures.

The Bonneville Power Administration has been contacted regarding transfer of the access road to public use and they have given preliminary indications of support for the proposal with some conditions. The main condition raised by BPA is the straightening out of a curve located at approximately the mid-point of the paved section. The Department finds no

EXHIBIT B

LANE COUNTY BOARD OF COUNTY COMMISSIONERS
ADOPTED DESIGN CONCEPT AND FINDINGS

Bernhardt Heights Road Realignment

October 16, 2002

BACKGROUND

Bernhardt Heights Road is a rural local road approximately 1850 feet in length serving approximately nine single-family dwellings. This gravel road is characterized by a steep road grade, 13 feet in width, that is carved into a hillside with steep sideslopes above and below. The road has experienced some slope stability problems that require on-going maintenance and have generated continuing safety concerns from the residents. The proposed project realigns Bernhardt Heights Road using an existing private road owned by the Bonneville Power Administration (BPA). The intent of the realignment is to provide minimal safe access to the residential development on the road. The project is budgeted in the County's Capital Improvement Program (CIP) for construction in the 03/04 fiscal year. The current estimated costs for the project are $160,000 for construction and $15,000 for right-of-way (R/W) acquisition.

RECOMMENDED DESIGN CONCEPT

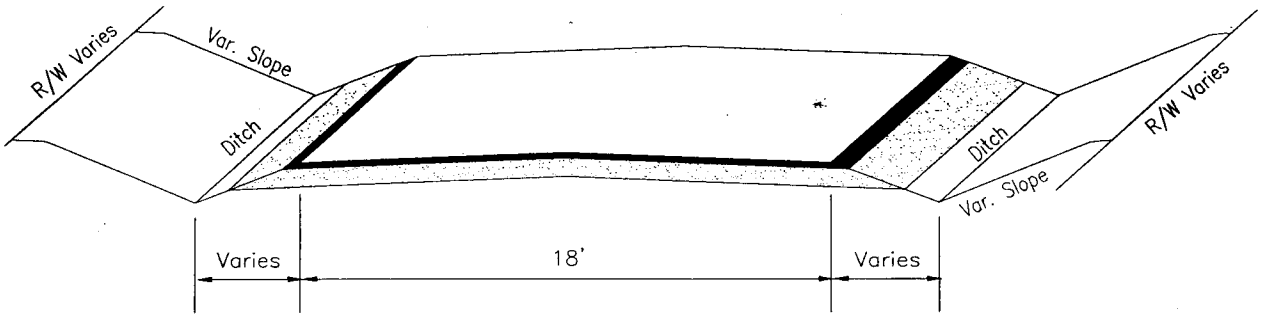
The Board of County Commissioners directs staff to construct an 20-foot wide rural roadway using the existing BPA roadway, then transition to a 18-foot wide paved section for the remaining length up to the residential development providing access to each property along the realignment.

A. Alignment

The first 2,657 feet will be along the existing BPA paved roadway up to an electric sub-station with a minor realignment at a sharp corner. The remaining 2,707 feet shall be a newly established road that continues from the BPA roadway, through the residential development and ending at an intersection of the existing Bernhardt Heights Road. An aerial photo showing the proposed alignment (green) is provided in ATTACHMENT B.

B. Typical Section

The existing BPA roadway is approximately 18 to 20 feet wide with a rural ditch section. This will be maintained up to an electric substation where the roadway will transition to a newly constructed 18-foot wide rural section for the rest of the project length.



- One 18-foot wide paved travel surface

C. Standards

The project shall be designed in accordance with the 2001 American Association of State Highway and Transportation Officials (AASHTO) publication *A Policy On Geometric Design of Highways and Streets.* Traffic control, signing, and signal devices shall comply with the *Manual of Uniform Traffic Control Devices, Millennium Edition* and Oregon Supplements.

D. Design Speed

The design speed for this rural local road that has 50 vehicles per day is 20 mph. This design speed will be used for design of horizontal and vertical alignments.

E. Right-of-Way Widths

The realignment will be established on right-of-way to be acquired specifically for the project. The right-of-way will vary in width throughout the project length from 50 to 70 feet, generally, to accommodate the typical section, proposed alignment and culvert extensions.

Exact right-of-way requirements will be developed upon adoption of this design concept.

F. Additional Design Exceptions

The County Engineer is authorized to approve design standards and exceptions to design standards for features not specifically addressed in this document.

FINDINGS

A. Existing Road Conditions

The existing Bernhardt Heights Road is 13 feet wide with gravel and varying amounts of shoulder. The road is very narrow with little room for driver error, as sideslopes along the roadway are very steep.

B. Public Process

In August 2000, five residents of Bernhardt Heights Road appeared before the Roads Advisory Committee during Public Comment and testified to the unsafe condition of the roadway. Engineering Division, Road Maintenance personnel subsequently met with two residents on-site to discuss alternatives and gauge reaction to realigning the roadway to avoid the slide area.

The residents have talked to a local contractor who gave them a cost estimate for upgrading the road of $450,000. Engineering staff has reviewed this proposal and agrees with this estimate. In addition, staff believes that the road would continue to experience slope failures and other maintenance problems after the investment was made. For this reason, Engineering staff has explored other options to provide access.

At their December 13, 2000 meeting, the Roads Advisory Committee considered a report from staff that proposed four options to address access and safety issues at Bernhardt Heights Road. The Roads Advisory Committee is recommending that the Board pursue Option C. An outline of the four options is presented below.

major issues with BPA's conditions that would jeopardize the use of the access road as a realignment of Bernhardt Heights Road. The estimated construction cost of $160,000 includes $20,000 for this curve realignment work.

D. Typical Section

Current and projected traffic volumes indicate that one travel lane in each direction will be sufficient for this project. The establishment of a new roadway and utilization of the existing BPA roadway will meet the intent of the proposal, which is to provide minimal safe access.

E. Right-of-way Widths

Right-of-way will have to be acquired to accommodate fill and cut slopes needed to establish a viable road surface and establish the typical section. The right-of-way therefore varies in width throughout the project length from 50 feet to 70 feet, generally. This right-of-way will be new and establish a roadway where there is none at this time. The proposed right-of-way also traverses F1 and F2 forest zones and will require issuance of a special use permit.

F. Environmental

The Army Corps of Engineers, Division of State Lands, National Marine Fisheries Service and possibly others will determine mitigation requirements through permitting processes. One significant drainage way is crossed by the preferred option. Further analysis will have to be done to determine the extent of environmental impacts, but upon initial investigation, the drainage does not appear to be fish bearing and may only need minimal mitigation to offset any impacts. Environmental inventories and studies will have to be performed to determine exact impacts

G. Policy Framework

The proposal is subject to requirements of the Oregon Transportation Planning Rule. Based on evidence contained in this record, and testimony presented in a work session and public hearings, the Board of Commissioners finds the proposal satisfies these standards as follows:

Compliance with the Oregon Transportation Planning Rule

Options B and C would create a realignment[1] of an existing road.

The Transportation Planning Rule (TPR), OAR 660-012-0065, identifies transportation facilities, services and improvements which may be permitted on rural lands consistent with Goals 3 (Agriculture), 4 (Forest), 11 (Public Facilities), and 14 (Urbanization) without a goal exception, including realignment of roads (OAR 660-012-0065(3)(d)).

The realignment would traverse Rural Residential and Forest (F-1 and F-2) zones.

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[1] Oregon Administrative Rules (OAR) 660-012-0065(2)(f) states, "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment. The realignment shall maintain the function of the existing road segment being realigned as specified in the acknowledged comprehensive plan."

The realignment must therefore comply with the state Forest Lands Rule (OAR 660-004-0025(4)(v)), which allows "Public Roads and highway projects as described in ORS 215.213 . . . (10). ORS 215.213(10) was enacted by the legislature prior to, but anticipated future adoption of, the TPR. In a somewhat convoluted manner, ORS 215.213(10)(b) states, "Roads, highways, and other transportation facilities . . . may be established . . . subject to ORS 215.296 for those uses identified by rule of the Land Conservation and Development Commission as provided in section 3, chapter 529, Oregon Laws 1993." Resurrecting the 1993 Oregon Law subsection, it links the TPR to the Forest Lands (As well as Agriculture) Rule so that the proposed project is consistent with the TPR as well as the Forest Lands rule:

> *1993 Oregon Laws, Chapter 529, Section 3:*
> *The Department of Transportation shall by March 30, 1994, submit to the Land Conservation and Development Commission proposed rules identifying the other roads, highways and transportation facilities that may be allowed pursuant to ORS 215.213 (10)(b) and 215.283 (5)(b). The Land Conservation and Development Commission shall adopt rules implementing ORS 215.213 (10)(b) and 215.283(5)(b) by June 30, 1994.*

The reference to ORS 215.296 indicates that uses allowed under these provisions require special use permits. ORS 215.296 contains the standard, discretionary language requiring a showing of no significant impact to farm or forest practices on surrounding lands.

Recent Impacted Forest zone (F-2) amendments also allow for the project as a special use, under LC 16.211(3)(q)(v).

The project could also be allowed as a "new" road, rather than as an existing road, under other provisions of the TPR:

- In the Rural Residential zone, the TPR allows, "new access roads and collectors within a built or committed exception area . . . These roads shall be limited to two travel lanes. Private access and intersections shall be limited to rural needs or to provide adequate emergency access."[2]

- In addition, the TPR allows the following uses in any rural zone, including Forest zones, without a goal exception: "Transportation facilities, services and improvements other than those listed in this rule that serve local travel needs. The travel capacity and level of service of facilities and improvements serving local travel needs shall be limited to that necessary to support rural land uses identified in the acknowledged comprehensive plan or to provide adequate emergency access."[3]

The proposed Bernhardt Heights Road project meets the above requirements.

For informational purposes, the TPR specifies that no new parcels may be created by the road improvements. Although the new road would transect several private properties, they would not create new parcels as defined by state law, which states that a "parcel means a single unit of land that is created by a partitioning of land."[4] State law further specifies that a parcel does not include, "A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right of way purposes provided that such road or right of way complies with the applicable comprehensive plan... any property divided by the sale or grant of property for state highway, county road, city street or other

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[2] OAR 660-012-0065(3)(g)
[3] OAR 660-012-0065(3)(o)
[4] Oregon Revised Statutes (ORS) 92.010(6)

right of way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned."[5]

Public Works staff therefore find that no land use planning goal exceptions are needed for Options B or C as well as Options A and D. However, a special use permit is needed for portions of a realigned road that fall within F1 or F2 zones as public roads are not an outright use in these zones.

[5] ORS 92.010(7)(d)

AGENDA COVER MEMO

DATE:	Work Session - October 30, 2002 Public Hearing – November 6, 2002 Board Action – December 4, 2002
TO:	Lane County Board of Commissioners
DEPT:	Public Works
PRESENTED BY:	Sonny Chickering, County Engineer
AGENDA ITEM TITLE:	IN THE MATTER OF AMENDING THE FY 03 TO FY 07 CAPITAL IMPROVEMENT PROGRAM (CIP) TO INCLUDE BERNHARDT HEIGHTS ROAD; SETTING A DATE FOR PUBLIC HEARING; APPROVING A PROJECT DESIGN CONCEPT FOR THE REALIGNMENT OF BERNHARDT HEIGHTS ROAD BASED ON THE DESIGN CONCEPT IN EXHIBIT B; AND AUTHORIZING STAFF TO PREPARE A RIGHT-OF-WAY PLAN NECESSARY TO CONSTRUCT THE ROAD, PURSUE ALL NECESSARY PLANNING ACTIONS AND PREPARE PLANS AND SPECIFICATIONS FOR REALIGNMENT OF SAID ROAD.

I. MOTION

Move adoption of Board Order.

II. ISSUE OR PROBLEM

Staff requests direction from the Board on expenditure of road funds to address problems with Bernhardt Heights Road, a local county road. Residents have requested improvements to the road repeatedly, but no funds have been approved in the Capital Improvement Program (CIP). The option forwarded by residents in the area is estimated to cost $450,000. Staff has developed lower cost alternatives, but these have not been supported by local residents. The Roads Advisory Committee has reviewed this material and is recommending alignment Option C (Green alignment on Attachment B of the Design Concept).

III. DISCUSSION

A. Background

Bernhardt Heights Road is a rural local road approximately 1850 feet in length serving approximately nine single-family dwellings. This gravel road is characterized by a steep road grade, 13 feet in width, that is carved into a hillside with steep sideslopes above and

below. The road has experienced some slope stability problems that require on-going maintenance and have generated continuing safety concerns from the residents. The

Board is being asked to consider alternatives to meet the project goal of providing minimal safe access to residential development on Bernhardt Heights Road.

In August 2000, five residents of Bernhardt Heights Road appeared before the Roads Advisory Committee during Public Comment and testified to the unsafe condition of the roadway. Engineering Division, Road Maintenance personnel subsequently met with two residents on-site to discuss alternatives and gauge reaction to realigning the roadway to avoid the slide area (see Attachment 1 and 2 containing letters to and from Public Works).

The residents have talked to a local contractor who gave them a cost estimate for upgrading the road of $450,000. Engineering staff has reviewed this proposal and agrees with this estimate. In addition, staff believes that the road would continue to experience slope failures and other maintenance problems after the investment was made. For this reason, Engineering staff has explored other options to provide access.

At their December 13, 2000 meeting, the Roads Advisory Committee considered a report from staff that proposed four options to address access and safety issues at Bernhardt Heights Road (see Attachment 3). The Roads Advisory Committee is recommending that the Board pursue Option C. An outline of the four options is presented below.

B. Analysis

The Engineering Division looked at four options for providing access. The options are analyzed in depth in Attachment A of the Design Concept by identifying project objectives and developing a list of "pro and con" statements.

Summary of Options

Option A: Widen existing road and provide guardrail. Cost: $450,000

Option A is the red line on the aerial photo in Attachment B of the Design Concept. This option would improve the existing roadway to a two-lane paved section with guardrail. This option represents the request from the property owners.

Option B: Widen gravel logging road to the west Cost: $500,000

Option B, the blue line on the aerial photograph, proposes an 18-foot paved road to the west that uses an existing logging road on the Davidson Industries property. A significant rock cut is needed to establish an adequate roadway adding approximately $300,000 to the construction cost.

Option C: Modify/extend an existing BPA road to the east Cost: $175,000

Option C, the green line on the aerial, proposes the use of an existing Bonneville Power Administration (BPA) access road to the east as a realignment of the current roadway. This option uses the existing paved portion and extends up to the residential area with an 18-foot paved roadway. The BPA route would become a County road as well as the new extension up to the residential area at the top of the hill.

Option D: Repair slide area only on existing road **Cost $150,000**

Option D proposes to just fix the slide area with some type of slope stabilization device (retaining wall, sheet piling, etc.).

Preferred Option

In looking at the Alternatives Analysis in Attachment A to the Design Concept, staff and the Roads Advisory Committee are recommending Option C as the preferred option. Options were not supported if they failed to meet one or more of the following project objectives.

- Reasonable Cost
- Improved Safety
- Reduced Maintenance
- Improved Neighborhood Accessibility
- Local Community Acceptance
- Acceptable Land Use Impact/Requirements
- Limited Property Acquisition Impacts
- Limited Environmental Impact
- Limited Physical/Design Constraints

An in-depth discussion of the alternatives is given in the Design Concept and Findings, EXHIBIT B, to the proposed order.

The Roads Advisory Committee recommended a 20-foot road width for the gravel portion of the Option C alignment. Staff is recommending the Board adopt a design concept that utilizes an 18-foot paved surface instead. This will add approximately $22,000 to the project, but will be easier to maintain and be consistent with standards being proposed in the draft of the Lane County Transportation System Plan.

The Bonneville Power Administration has been contacted regarding transfer of their access road to public use and has given preliminary indications of support for the proposal with some conditions (See Attachment 4 containing a letter from Lane County to BPA). The main condition raised by BPA is the straightening of a curve located at approximately the mid-point of the paved section. The Department finds no major issues with BPA's conditions that would jeopardize the use of the access road as a realignment of Bernhardt Heights Road.

Land Use Considerations

Options B and C would create a realignment[1] of an existing road.

The Transportation Planning Rule (TPR), OAR 660-012-0065, identifies transportation facilities, services and improvements which may be permitted on rural lands consistent with Goals 3 (Agriculture), 4 (Forest), 11 (Public Facilities), and 14 (Urbanization) without a goal exception, including realignment of roads (OAR 660-012-0065(3)(d)).

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[1] Oregon Administrative Rules (OAR) 660-012-0065(2)(f) states, "Realignment" means rebuilding an existing roadway on a new alignment where the new centerline shifts outside the existing right of way, and where the existing road surface is either removed, maintained as an access road or maintained as a connection between the realigned roadway and a road that intersects the original alignment. The realignment shall maintain the function of the existing road segment being realigned as specified in the acknowledged comprehensive plan."

The realignment would traverse Rural Residential and Forest (F-1 and F-2) zones.

The realignment must therefore comply with the state Forest Lands Rule (OAR 660-004-0025(4)(v)), which allows "Public Roads and highway projects as described in ORS 215.213 . . . (10). ORS 215.213(10) was enacted by the legislature prior to, but anticipated future adoption of, the TPR. In a somewhat convoluted manner, ORS 215.213(10)(b) states, "Roads, highways, and other transportation facilities . . . may be established . . . subject to ORS 215.296 for those uses identified by rule of the Land Conservation and Development Commission as provided in section 3, chapter 529, Oregon Laws 1993." Resurrecting the 1993 Oregon Law subsection, it links the TPR to the Forest Lands (As well as Agriculture) Rule so that the proposed project is consistent with the TPR as well as the Forest Lands rule:

> *1993 Oregon Laws, Chapter 529, Section 3:*
> *The Department of Transportation shall by March 30, 1994, submit to the Land Conservation and Development Commission proposed rules identifying the other roads, highways and transportation facilities that may be allowed pursuant to ORS 215.213 (10)(b) and 215.283 (5)(b). The Land Conservation and Development Commission shall adopt rules implementing ORS 215.213 (10)(b) and 215.283(5)(b) by June 30, 1994.*

The reference to ORS 215.296 indicates that uses allowed under these provisions require special use permits. ORS 215.296 contains the standard, discretionary language requiring a showing of no significant impact to farm or forest practices on surrounding lands.

Recent Impacted Forest zone (F-2) amendments also allow for the project as a special use, under LC 16.211(3)(q)(v).

The project could also be allowed as a "new" road, rather than as an existing road, under other provisions of the TPR:

- In the Rural Residential zone, the TPR allows, "new access roads and collectors within a built or committed exception area . . . These roads shall be limited to two travel lanes. Private access and intersections shall be limited to rural needs or to provide adequate emergency access."[2]

- In addition, the TPR allows the following uses in any rural zone, including Forest zones, without a goal exception: "Transportation facilities, services and improvements other than those listed in this rule that serve local travel needs. The travel capacity and level of service of facilities and improvements serving local travel needs shall be limited to that necessary to support rural land uses identified in the acknowledged comprehensive plan or to provide adequate emergency access."[3]

The proposed Bernhardt Heights Road project meets the above requirements.

For informational purposes, the TPR specifies that no new parcels may be created by the road improvements. Although the new road would transect several private properties, they would not create new parcels as defined by state law, which states that a "parcel

[2] OAR 660-012-0065(3)(g)
[3] OAR 660-012-0065(3)(o)

means a single unit of land that is created by a partitioning of land."[4] State law further specifies that a parcel does not include, "A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right of way purposes provided that such road or right of way complies with the applicable comprehensive plan... any property divided by the sale or grant of property for state highway, county road, city street or other right of way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned."[5]

Public Works staff therefore find that no land use planning goal exceptions are needed for Options B or C as well as Options A and D. However, a special use permit is needed for portions of a realigned road that fall within F1 or F2 zones as public roads are not an outright use in these zones.

Public/Special Use Permit Process

This project is unusual in several ways. It is only a matter of interest to a small number of residents that are directly impacted. There is no through traffic function at all. Staff recommends that, if the Board agrees to pursue Option C, that County staff hold an informal neighborhood meeting to explain the option and selected plan. Then, hold a public hearing related to the special use permit process required under the forest rules.

LC 14.050 sets out application requirements for Land Use Applications and states that applications must be submitted by any person with a legal interest in the subject property. LC 16.090 defines legal interest as follows:

" An interest in property not confined solely to ownership or possessory interest, but including all interests in property which in the discretion of the Planning Director, are not inconsistent with the intent and purposes of this Chapter. Such interests may include, but are not limited to, the following: owner, contract purchaser, lessee, renter, licensee, easement, resolution or ordinance of necessity to acquire or condemn adopted by a public or private condemnor."

In the case of Bernhardt Heights Option C, there are approximately seven affected Forest Zone parcels with at least seven separate interests. Other interests such as renters or easements are not known at this time.

C. Alternatives/Options

1. Authorize staff to pursue design option C to address access and safety issues with Bernhardt Heights Road
2. Direct staff to pursue either Option A, B, D , or some other alternative.
3. Direct staff to stop work on realignment options.

D. Recommendations

1. Authorize staff to pursue Option C.

[4] Oregon Revised Statutes (ORS) 92.010(6)
[5] ORS 92.010(7)(d)

E. Timing

Staff has developed the following timeline for adoption of a design concept for this project.

- October 30, 2002 – Board Work Session
- November 6, 2002 – Public Hearing
- November 13, 2002 – Close Hearing Record
- December 4, 2002 – Board Deliberation & Action

Project construction can be scheduled upon Board approval and completion of required land use and permit processes. The exact construction year will depend on the complexity of the adopted alternative.

IV. IMPLEMENTATION/FOLLOW-UP

Upon direction from the Board, Engineering staff will set a hearing date, prepare plans, specifications and right-of-way limits to accommodate the alignment, road width, and other requirements of the road. Other actions would be required to establish the BPA road as a county road and to consider whether the existing road should be vacated, kept in the county system, or reverted to "local access road" status.

V. ATTACHMENTS

ATTACHMENT 1 – Letter from residents, September 18, 2000
ATTACHMENT 2 – Public Works letter, September 22, 2000
ATTACHMENT 3 – Roads Advisory Committee Minutes – December 13, 2000
ATTACHMENT 4 – letter from Lane County Public Works to Bonneville Power Administration, October 19, 2000
ATTACHMENT 5 - Letter to Bernhardt Heights Property Owners and Interested Parties Informing them of November 6, 2002 Public Hearing and Transmitting Design Concept and Findings for their Review.

BOARD ORDER
EXHIBIT A – Right-of-Way Acquisition List
EXHIBIT B – Design Concept and Findings
ATTACHMENT A – Options Analysis
ATTACHMENT B – Aerial photograph with alternative alignments

Lane County
Public Works

NOTIFICATION OF PUBLIC HEARING
REGARDING THE RECOMMENDED DESIGN CONCEPT AND FINDINGS FOR

Bernhardt Heights Road Realignment

October 14, 2002

Dear Property Owner or Interested Party:

Bernhardt Heights Road Recommended Realignment Concept

As you may remember, on December 13, 2000, Lane County's Roads Advisory Committee (RAC) publicly considered and recommended that staff pursue realigning Bernhardt Heights Road using an existing paved roadway privately held by the Bonneville Power Administration.

Since that time, staff has been determining what, if any, planning actions need to be initiated. As it turns out, the realignment of Bernhardt Heights Road requires a special use permit as a public road is not an outright use within Forest zones. With that information, and an interest in addressing the issues involved with Bernhardt Heights Road, staff has prepared a packet of material for the Lane County Board of Commissioners to consider. The DRAFT "Design Concept and Findings" (attached) is now being mailed to abutting property owners and interested parties for review.

HEARING TOPIC ⇨	Bernhardt Height Realignment Design Concept and Findings
LOCATION ⇨	Lane County Public Services Building 125 East 8th Avenue Eugene OR 97401
DATE ⇨	Wednesday, November 6, 2002
TIME ⇨	1:30 PM

The Board process for adopting a design concept will involve several meetings, which you are welcome to attend. The proposed schedule for adoption of a design concept for Bernhardt Heights Road is as follows:

- Tuesday October 30, 2002 – Board of County Commissioners Work Session
- Wednesday, November 6, 2002 – Board of County Commissioners Public Hearing
- Wednesday November 13, 2002 – Close of Hearing Record (not a meeting item)
- Wednesday December 4, 2002 – Board Deliberation and Decision

The Design Concept document proposes a 20-foot paved surface for the first 2,600 feet (existing BPA roadway) and then establishing a new 18-foot paved roadway for the remaining 2,700 feet up into the developed area on top of the hill. For a diagram of what this looks like, please see ATTACHMENT B of the Design Concept and find the green alignment. This new roadway would be in County right-of-way that has yet to be acquired. Once the Board of Commissioners approves an alignment concept, engineering staff will finalize an alignment and determine exact right-of-way requirements.

We are asking that you review the enclosed material thoroughly and invite you to attend both the work session on October 30th and the Public Hearing on November 6th. While there is no specific opportunity to address the Board on October 30th, the Board does allow testimony to be heard during a Public Comment period at 9:00am before they start their regular meeting. You are then free to stay and listen to the staff presentation on the topic when it comes up on the agenda.

The Board will then hold a public hearing for formal testimony on November 6, 2002. If you are unable to attend either date, please feel free to write your comments and deliver them to the Public Works Department. Comments should be mailed to the address below no later than 5:00 pm on Wednesday, November 13, 2002, which is the close of the hearing record.

Lane County Public Works
CIP Coordinator
3040 North Delta Highway
Eugene OR 97408-1696

Or email:
Mike.russell@co.lane.or.us

The Board is scheduled to deliberate and make a final decision on the alignment concept on Wednesday December 4, 2002 during their regular business meeting.

At this point, the Board is only evaluating alignment and roadway design concepts and, as such, no design drawings or maps are available for review other than what is provided in the Board material enclosed. Should you have any questions, or need additional information, please call me at (541) 682-6949.

Sincerely,

Mike Russell
Capital Improvement Project Coordinator

Lane County
Public Works

October 19, 2000

Don Gerig
U. S. Department of Energy
Bonneville Power Administration
86000 Highway 99 South
Eugene, Oregon 97405

Subj: Wendson Substation Access Road

Dear Mr. Gerig:

This letter is a follow-up to the meeting held today at Lane County Public Works attended by you, representing BPA, and Don Maddox, Frank Simas and me representing the Lane County Right of Way Management Section, concerning the county's proposal to vacate the existing Bernhardt Heights Road, bring the existing Wendson Substation Access Road under Lane County jurisdiction and extend it to the southwest to provide access to the homesites presently served by Bernhardt Heights Road. I have included an updated aerial photograph showing Bernhardt Heights Road in red and the proposed access route in green. The extension of the existing road (shown with dashed lines) is preliminary and subject to change.

In our meeting you indicated that BPA would be willing to consider our proposal, subject to our acceptance of the conditions outlined below:

1. That portion of the road that is paved will be maintained as a paved road by the county.

2. Gates and fencing will be provided at the two access points from the road into the substation indicated on the copy of the aerial photo you brought to the meeting.

3. The sharp curve in the existing road marked on your photo will be reconstructed to provide better sight distance for safety.

4. The paved section of the road will be swept in the fall as often as necessary to minimize the hazard of wet, slippery leaves on the roadway.

5. Any section of existing or new roadway to be reconstructed under powerlines will have sufficient clearance to meet BPA standards.

6. There will be no refueling of vehicles allowed within the road right of way under BPA powerlines.

7. The section of road to be constructed will be located a minimum of 50' from steel towers and 25' from wood poles.

We feel that something can be worked out to our mutual satisfaction concerning all of these conditions, and we understand that there may be more concerns raised before an agreement can be finalized.

In light of the preliminary indications that our proposal may be acceptable to BPA, we now plan to go forward with in-house preparations to make the proposal a reality. Should there be any further concerns on your behalf we would appreciate being informed of them as soon as possible. Thank you for your consideration in this matter.

Very truly yours,

Richard G. Bruce
Real Property Officer

Enclosure: Aerial Photograph

copy: Ollie Snowden

18-11-16 TL 401
Scott W. Wills
F2
18-11-16 TL 501
Daniel A. Gray
F2
18-11-16 TL 503
Wendell Morse
F2
18-11-16 TL 504/505
Linn W. Wills
RR5
18-11-16 TL 600
US Government - BPA
F1
US Government - B
18-11-16 TL
18-11-16 TL 500
Gary Peterson
RR5
18-11-16 TL 1001
Scott W. Wills
RR5
Existing Cou

Gerig, Donald D - TRF-Alvey

From: Gerig, Donald D - TRF-Alvey
Sent: Thursday, October 19, 2000 2:28 PM
To: Sundberg, Aaron D - TFEL; Kauffman, Donovan S - TFEP; Lamb, Doug J - TNLD-3
Cc: delaCruz, Adelmo A - TFE; Jones, Terrie L - TFE/ALVEY
Subject: Lane County Request to Use Wendson Sub Access Rd. (Case 20000606)

Aaron, Don & Doug - just an update on the status of the subject request. I met today (at their request) with Lane County Public Works (Don maddox, Dick Bruce & Frank Simas) to update them on our concerns at Wendson Sub. I shared with them all of the issues you addressed on the Land Use Review Request. They seem to have no problem with addressing our concerns. In fact, they now say they would like to consider continuing County Road status around the sub tying back into the top end of Bernhardt Heights Road. Such action would eliminate our need to obtain our own legal access rights to the area westerly of the sub.

The County will now send us another letter updating their plans and outlining their understanding of our concerns. They will also start pursuing discussions with other affected landowners.

SPA F 4300.21e
(01-2000)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Form Approved by CIL – 01/06/2000

1. CASE NO.	2. DATE	3. FROM:
20000606	AUG 29 2000	Real Property Management – TSR-3

4. TO:
- ☒ A. Electrical Engineering and Analysis, Doug Lamb – TNL-3
- ☒ B. Lineman Foreman III-~~TFEP/Alvey~~ North Bend
- ☒ C. Pollution Prevention and Technical Service – KEP-4 – Bret S. says he has no major concerns 10-18-00
- ☐ D.

5. APPLICATION FOR/ENCROACHMENT OF
USE OF SUBSTATION ACCESS ROAD

6. APPLICANT/ENCROACHER
LANE COUNTY PUBLIC WORKS

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS *(Return to TSR-3)*

7. LINES(S)
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

8A. TRACTS - EASEMENT	8B. TRACTS - FEE
WEND-SAR-P1; P1.1; P2; P2A; WEND-SS-PARCEL B; WEND-SS-NORTH CORRIDOR	

9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
SWNE; SENE OF SEC 16; LOT 6 OF SEC 15		**18S**	**11W WM**	**LANE CO, OR**

10. ATTACHMENTS	A. BPA DRAWING NO.(S)	B. OTHER DRAWINGS	C. OTHER ATTACHMENTS/COMMENTS
	146252; B	**AERIAL PHOTO**	

☒ D. LETTER OF APPLICATION ☐ E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY ☐ F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Crystal Sutton for	**DON GERIG: 541-465-6560**

13. COMMENTS / RESERVATIONS

1. HIGHLITED AREA ON ATTACHED MAP IS CURRENTLY PAVED & WOULD NEED TO BE MAINTAINED AS PAVED TO INSURE ACCESSIBILITY WITH 2WD HEAVY EQUIPMENT.
2. THE PAVED PORTION NEEDS TO BE SWEPT ANNUALLY AFTER THE LEAVES FALL. OTHERWISE ROAD BECOMES TO SLIPPERY TO ACCESS.
3. IF GATE AT THE BOTTOM OF THE HILL IS REMOVED, NEW GATES & FENCE WILL NEED TO BE INSTALLED AT LOCATION MARKED IN RED, TO LIMIT VEHICLE ACCESS
4. WITH THE INCREASE IN TRAFFIC, VISIBILITY AT THE INDICATED CORNER BECOMES AN ISSUE, ESPECIALLY FOR DOWN HILL TRUCK & EQUIPMENT TRAFFIC. THE ROAD SHOULD BE WIDENED AT THAT POINT TO ALLOW FOR BETTER VISIBILITY AND/OR ROOM FOR VEHICLES TO PASS.

I agree with MR. Sundberg's Assessment

Don Kamholz TFEP 9/6/00

15A. SIGNATURE	ROUTING	15B. DATE
	TFEL	9/6/00

Return Original with comments to TSR-3

FILE CODE: LA-17
RETENTION: TSR= See disposition; others=A

BPA F 4300.21e
(01-2000)
(Previously BPA 411)
(Prior editions usable)

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

Electronic Form Approved by CIL – 01/06/2000

1. CASE NO.	2. DATE	3. FROM:
20000606	AUG 29 2000	Real Property Management – TSR-3

4. TO:
- ☒ A. Electrical Engineering and Analysis, Doug Lamb – TNL-3
- ☒ B. Lineman Foreman III-TFEF/Alvey
- ☒ C. Pollution Prevention and Technical Service – KEP-4
- ☐ D.

5. APPLICATION FOR/ENCROACHMENT OF
USE OF SUBSTATION ACCESS ROAD

RECEIVED
AUG 29 2000
ELECTRICAL ENGINEERING AND ANALYSIS

6. APPLICANT/ENCROACHER
LANE COUNTY PUBLIC WORKS

THIS REQUEST IS REFERRED FOR EVALUATION AND COMMENTS, INCLUDING ADVERSE EFFECTS ON FUTURE PLANS (Return to TSR-3)

7. LINES(S)
WENDSON SUBSTATION SITE AND ENTRANCE ROAD

8A. TRACTS - EASEMENT	8B. TRACTS - FEE
WEND-SAR-P1; P1.1; P2; P2A; WEND-SS-PARCEL B; WEND-SS-NORTH CORRIDOR	

9. LOCATION	A. SECTION	B. TOWNSHIP	C. RANGE	D. COUNTY/MERIDIAN/OTHER
SWNE; SENE OF SEC 16; LOT 6 OF SEC 15		18S	11W WM	LANE CO, OR

10. ATTACHMENTS	A. BPA DRAWING NO.(S)	B. OTHER DRAWINGS	C. OTHER ATTACHMENTS/COMMENTS
	146252; B	AERIAL PHOTO	

☒ D. LETTER OF APPLICATION ☐ E. BPA F 4300.03, APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF WAY ☐ F. BPA F 4300.22 ENCROACHMENT REPORT

11. SIGNATURE OF REAL PROPERTY MANAGEMENT REPRESENTATIVE	12. AUTHOR/TYPIST/TELEPHONE NUMBER
Crystal Sutton for	DON GERIG: 541-465-6560

13. COMMENTS / RESERVATIONS

0-227

SEE ATTACHED MEMO FOR COMMENTS/RESERVATIONS. — [illegible] — TNL-3 — 9/14/2000

15A. SIGNATURE	ROUTING	15B. DATE
Douglas J. Tramel	TNL-3	9/14/2000

Return Original with Comments to TSR-3

FILE CODE: LA-17
RETENTION: TSR= See disposition; others=A

REAL ESTATE FIELD SERVICES

CJT 9-14-00 JD

DATE: 9/14/2000

TO: Technical Services, Real Property Section - TSR

FROM: Douglas J. Lamb - Technical Services, Electrical Engineering - TNL

SUBJECT: Engineering Review of R/W Use Permit

APPLICATION FOR:	Use of Substation Access Road
APPLICANT:	Lane County Public Works
CASE NO.:	000606
TNF LOG NO.:	0-227

COMMENTS:

Lane County has asked BPA for the use of their substation road to access several properties near Wenson Substation. Lane County has said that in return for the use of the road, they would maintain the road year around. BPA would ask that the road which is paved now would be maintained as a paved road, and that the pavement be adequate to provide for HS-20 loading, as BPA has need of hauling heavy transformers across the road. As part of the agreement for the maintenance of the road, Lane County must agree to sweep the leaves from the surface of the road several times during the fall and winter season. This is so that the BPA line trucks will have needed traction over the road at all times of the year.

Also Lane County must move the BPA gates to a new position that will adequately protect BPA property from the public at no expense to BPA. There is also the problem of a blind curve that may need straightening, or at least have proper signage to warn the public of the problem.

RESERVATIONS:

- ☒ Access to BPA structures must remain open and unobstructed at all times.
- ☒ Construction equipment must maintain a minimum distance of 20 feet between equipment and transmission line conductors.
- ☒ No storage of flammable materials is allowed on the Right-Of-Way.
- ☒ No refueling of vehicles or equipment is allowed on the Right-Of-Way.

Please call me at extension 5958, if you have any questions.

2000-606

Lane County
Public Works

August 3, 2000

Don Garig
U. S. Department of Energy
Bonneville Power Administration
86000 Highway 99 South
Eugene, OR 97405

Dear Mr. Gerig:

Subject: Wendson Substation Access Road

Lane County currently maintains a road in Section 16, T. 18 N., R. 11 W., known as Bernhardt Heights Road. This road intersects with the north side of Hwy. 126 about 2 ½ miles east of Cushman, and is just westerly of the B. P. A. Wendson Substation. The road serves about 6 private residences, and has an average daily traffic ranging between 50 and 130 vehicles per day, based on counts done in 1994 and 1997.

The County road crosses the railroad tracks at the same point as your Wendson Substation Access Road, and then runs westerly along the top of a bluff along the easterly side of the railroad right of way for a total length of .35 mile. The road is very narrow and has some sections where the width does not allow two vehicles to pass. This is an area of somewhat unstable geology conditions, and the downslope edge of the road has continued to slough off resulting in the driving surface of the road becoming even narrower over time.

Because the necessary road repairs to restore the width and stability of the road surface are expected to be quite expensive, and because there is a private dwelling very near the top of the bluff which may be impacted by excavation, Lane County would like to explore the possibility of a joint-use or other type of intergovernmental agreement with B.P.A., whereby existing Bernhardt Heights road would be vacated and a portion of the Substation Access Road will become a county road.

Lane County would assume maintenance on the portion taken into the county system and perform redial work if necessary to bring it up to minimum county standards. This option is preferable to waiting until the road completely fails, temporarily landlocking the residents and possibly impacting access for emergency vehicles.

I have included a copy of an aerial photograph showing the general area of the two roads with Bernhardt Heights shown colored green and Wendson Station Access Road shown in solid yellow. The two dotted yellow lines are alternative alignments that could be used to provide access to the private ownerships.

I would like to meet with you to discuss this proposal at your convenience, either at your office or at the site. In addition, Doug Putschler, the Road Maintenance Superintendent for Lane County can also attend if we meet at the site. Please call me at your

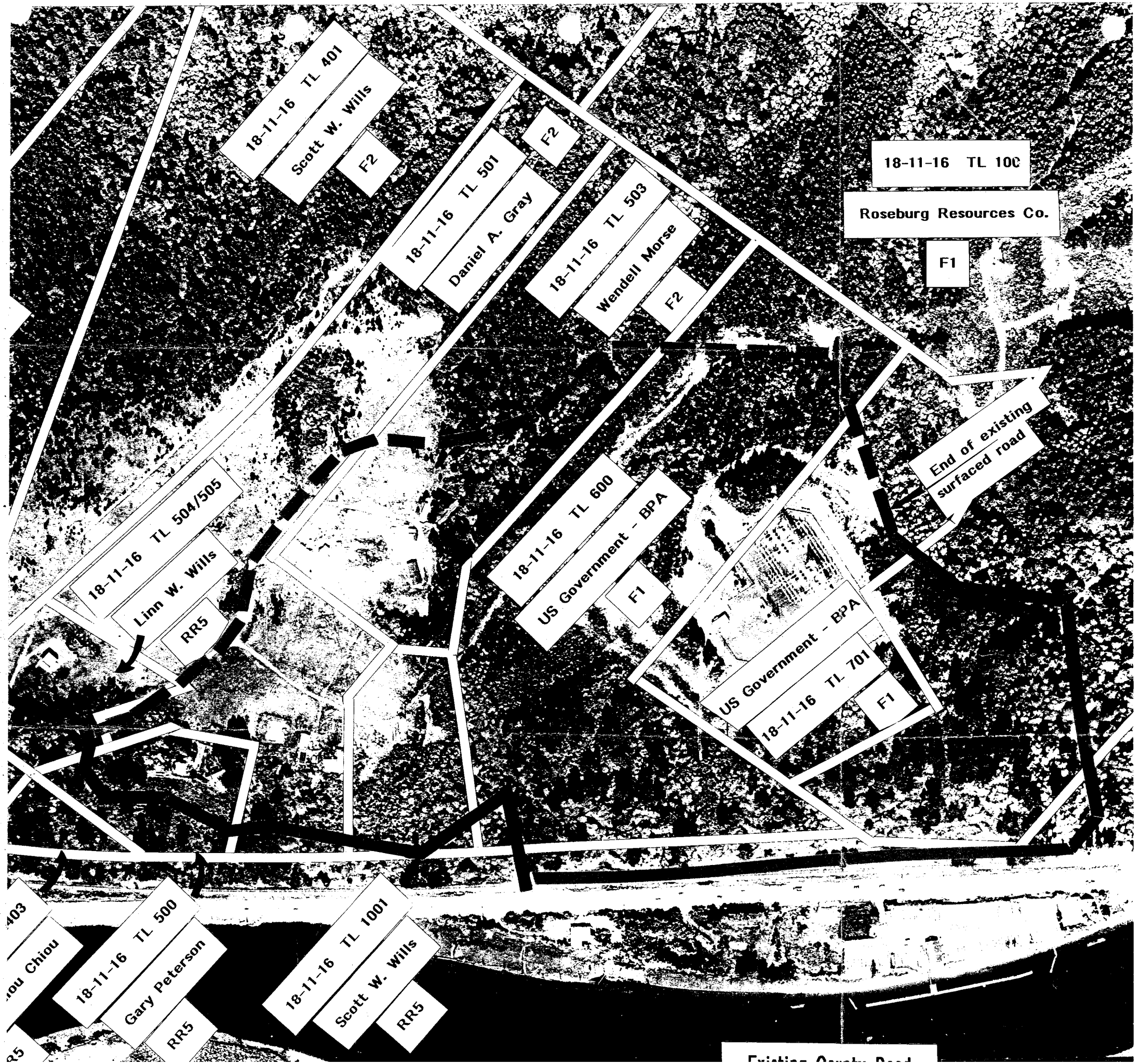
convenience once you've had a chance to review this proposal so that we can arrange a mutually-agreeable time. I can be reached at 682-6986.

Thank you for your consideration.

Sincerely,

Frank Simas

Frank Simas
Real Property Officer


18-11-16 TL 401
Scott W. Wills
F2
18-11-16 TL 501
Daniel A. Gray
F2
18-11-16 TL 503
Wendell Morse
F2
18-11-16 TL 100
Roseburg Resources Co.
F1
End of existing surfaced road
18-11-16 TL 600
US Government - BPA
F1
US Government - BPA
18-11-16 TL 701
F1
18-11-16 TL 504/505
Linn W. Wills
RR5
18-11-16 TL 500
Gary Peterson
RR5
18-11-16 TL 1001
Scott W. Wills
RR5

Contract No. 14-03-39529

LICENSE

TO

DANIEL HAYMAN, ET UX

FOR USE OF

WENDSON SUBSTATION WATER LINE

The UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter called the "Licensor"), does subject to the existing rights of other parties, hereby license DANIEL HAYMAN AND ALICE HAYMAN, husband and wife (hereinafter called the "Licensee"), to use the existing water line in Licensor's Wendson Substation Site in Section 16, Township 18 South, Range 11 West, W.M., Lane County, Oregon, as shown colored in red on drawing serially numbered 146252 DTL-D, copies of which are on file with Licensor and Licensee; subject to the following covenants and conditions:

1. This license, together with the cash payment made by Licensor to Licensee on August 24, 1972, constitutes full compensation for damage to Licensee's water line.

2. Licensee will use and maintain said water line of the Licensor until such time as Licensor begins to use it, at which time Licensor will assume the maintenance of said line.

3. This License shall terminate in five (5) years from the date hereof; however, at that time the License may be renewed if desired.

ISSUED at Portland, Oregon, this 7th day of August, 1972.

UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

By _____
Head, Title Section
Branch of Land

The above-license is hereby accepted and its terms agreed to this 24 day of August, 1972.

_____
Daniel Hayman

_____
Alice Hayman

eg 8-7-72

DISBURSEMENT VOUCHER

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621, PORTLAND, OREGON 97208

PREP DATE July 31, 1972

VOUCHER NO. 3M 1712
SCH NO 3M 145
AMOUNT $ 975.00
EXAM AUD BY eg

APPROP 14x0326

PAYEE

Daniel H. Hayman

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA		REMARKS
GROSS AMOUNT	$	
DEDUCTIONS:		
Discount		
Retained percentage		
Corrections (explain below)		
Other		
NET AMOUNT TO BE PAID	$	

STATEMENTS

Payment for damage to water line done during construction of the access road to the Wendson Substation, as per Form BPA 279 attached.

ACCOUNT CLASSIFICATION

ORG	OBJ	ACCT	W.O.	LOCATION	WDFO	PURCHASE ORDER NO	RECEIVING REPORT NO.	MISCELLANEOUS DESCRIPTION	AMOUNT
13 16	17 18	19 23	24 29	30 35	36 39	45 50	51 56	57 69	70 80
ELX	42	11740	134-37						975.00

Vendson Substation Water Line

Receipt is hereby acknowledged of check No. 62,532,253, drawn payable to me in the amount of $975.00. This check constitutes the cash payment for damage to my water line and the balance of the consideration for the damage will be the license to use the Bonneville Power Administration's water line within the Vendson Substation Site, dated August 7, 197[illegible] under Contract No. 14-03-39529, and accepted by me on August 24, 1972.

Date: 24 August

Daniel H. Hayman

PS Form 3811, Nov. 1973

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1 and 2.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
- ☐ Show to whom and date delivered ..... 15¢
- ☒ Show to whom, date, & address of delivery .. 35¢
- ☐ DELIVER ONLY TO ADDRESSEE and show to whom and date delivered ..... ¢
- ☐ DELIVER ONLY TO ADDRESSEE and show to whom, date, and address of delivery ..... 85¢

2. ARTICLE ADDRESSED TO:
Daniel H. Hayman
Florence, OR 97439

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	844742	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE Alice J. Hayman

4. DATE OF DELIVERY 2-24-75

POSTMAR

5. ADDRESS (Complete only if requested)
RFI B1570

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

Cont 39529

☆ GPO : 1974 O - 537-803

U.S. DEPARTMENT OF THE INTERI
BONNEVILLE POWER ADMINISTRATION

FILE NO. Wendson SS
Water line.

LAND OBLIGATION NOTIFICATION

DATE July 31, 1972

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Daniel H. Hayman

REQUEST IS MADE FOR ☐ INCREASE IN / ☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

Payment for damage to water line during construction of access road to the Wendson SSS.

Conveyances Examiner (Signed)

DESCRIPTION	ORG	OBJ	ACCT	W.O.	LOCATION	AMOUNT
EN3	ELX	42	11740	134-37		$975.00

BPA 10 Rev. July 1971

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

Branch of Land

TO: Land Register Clerk

Date August [illegible], 197[illegible]

This case has been closed. Please make appropriate entries in the Land Register, Land Grant Register, and statistical records. Then forward to the Land Files, Branch of Land.

Tract number: Wendson Substation Water Line

County and State: Lane County, Oregon

Grantor: [illegible]A

Grantee: Daniel and Alice Hayman

Contract number: # 14-03-39[illegible]

Date of instrument: August 7, 197[illegible] (accepted [illegible]-24-7[illegible])

Rights or privileges conveyed: To use the Administration's water line within the Wendson Substation Site for a period of 5 years.

[illegible]
Conveyances examiner

TO: Land Files, Branch of Land

The Branch of Land has completed work on the above case. Please prepare

1. Index cards (s)
2. Permanent folder (s)
3. Cross references, as necessary.

[illegible]
Land Register Clerk

Bu. Vou. No. .....

Sched. No. .....

Claim No. .....

Date .....

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621
PORTLAND, OREGON 97208

PROPERTY DAMAGE CLAIM-RELEASE SETTLEMENT VOUCHER

Payee's name Dan Hayman

Address Route 2, Box 600

Florence, Oregon 97439
(City) (Zone) (State)

Amount claimed, $ 975.00 Date claim accrued on or about Oct. 1, 19 71

Date claim presented in writing (must be within one year from accrual date) on or about Oct. 1d, 19 71.

Amount of award, compromise, or settlement $ 975.00

Brief description of claim: (See attachments for further explanation in detail):
Prior to construction of the access road by BPA to its Wendson Substation, Mr. Hayman had a plastic water line that extended from a point of diversion in a creek approximately 700 feet to a trailer park operated by him. During construction of the access road the water line was damaged severely and heavy erosion above the intake made the intake unusable. The water line was not visible at the time the road was constructed and the damage resulted from BPA's operators in the area where the line was located. As further consideration for the settlement of this claim BPA will: (1) Construct a water line from a new intake point on the BPA property to a point on the east line of the north corridor of the substation site where Mr. Hayman will be permitted to (Cont. on back)

ACCEPTANCE BY CLAIMANT(S)

I, (we), the claimant(s), do hereby accept the within-stated award, compromise, or settlement as final and conclusive on me, (us), and agree that said acceptance constitutes a complete release by me, (us), of any claim against the United States, its agents or employees, by reason of the same subject matter.

SIGN ORIGINAL ONLY

(Claimant)

Date July 10, 1972

(Claimant)

This claim has been fully examined in accordance with the provisions of the Act of August 20, 1937 (Bonneville Project Act), as amended, and is approved in the amount of $ 975.00

Date July 28, 1972

Thomas Kanelis
(Administrator, or authorized designee)

ORG	OBJ	ACCT	NO	LOCATION	MCFO	AMOUNT
ELX	42	11740	134-37			$975.00

PAID BY CASH

$ on

PAYEE S

PAYEE(S)

(SIGN ORIGINAL ONLY)

Paid by check on Treasurer of the United States in favor of payee(s) named above.

Ck No. .....

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND
Portland, Oregon

To: Field Representative Dick Schaefer — Date: August 18, 1972

From: E. Gudgel, per C. Nystrom — State: Oregon

Tract No.(s): Wendson SS Water line — County: Lane

Name: Daniel Hayman, et ux

Address: Route 2, Box 600
Florence, Oregon

Enclosed herewith are the following instruments for execution:

( ) Warranty Deed
( ) Easement
( ) Voucher certificate
( ) Certificate of Inspection and Possession
( ) Subordination agreement
( ) Affidavit
(xx) Check No. 62,532,253 in amt. of $975.00 & receipt for same.
(xx) License, Cont. No. 14-03-39529, together w/map No. 146252 DEM-D.

Please note the following special instructions:

Deliver the check to Mr. Hayman and have him sign and date the receipt.

If the license is satisfactory to him, have him fill in the date he received the check (Par. numbered 1 in the license), and date and sign the acceptance on page 2 of the license. Have him sign both copies of the license and give one copy to him, being sure to return one fully signed copy to this office. Be sure to give him the copy of the map.

JUL 11 1972

Bu. Vou. No. .....

Sched. No. .....

Claim No. .....

Date .....

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621
PORTLAND, OREGON 97208

PROPERTY DAMAGE CLAIM-RELEASE SETTLEMENT VOUCHER

Payee's name Dan Hayman

Address Route 2, Box 600

Florence, Oregon 97439
(City) (Zone) (State)

Amount claimed, $975.00 Date claim accrued on or about Oct. 1, 19 71

Date claim presented in writing (must be within one year from accrual date) on or about Oct. 18, 19 71

Amount of award, compromise, or settlement $975.00

Brief description of claim: (See attachments for further explanation in detail):
Prior to construction of the access road by BPA to its Wendson Substation, Mr. Hayman had a plastic water line that extended from a point of diversion in a creek approximately 700 feet to a trailer park operated by him. During construction of the access road the water line was damaged severely and heavy erosion above the intake made the intake unusable. The water line was not visible at the time the road was constructed and the damage resulted from BPA's operators in the area where the line was located. As further consideration for the settlement of this claim BPA will: (1) Construct a water line from a new intake point on the BPA property to a point on the east line of the north corridor of the substation site where Mr. Hayman will be permitted to (Cont. on back)

ACCEPTANCE BY CLAIMANT (S)

I, (we), the claimant (s), do hereby accept the within-stated award, compromise, or settlement as final and conclusive on me, (us), and agree that said acceptance constitutes a complete release by me, (us), of any claim against the United States, its agents or employees, by reason of the same subject matter.

SIGN ORIGINAL ONLY

..... (Claimant)

Date July 16, 1972 ..... (Claimant)

This claim has been fully examined in accordance with the provisions of the Act of August 20, 1937 (Bonneville Project Act), as amended, and is approved in the amount of $ 975.00

Date July 28, 1972

Thomas Kenneli's
(Administrator, or authorized designee)

ORG	OBJ	ACCT	W.O.	LOCATION	WDFO	AMOUNT
ELX	42	11740	134-37			3975.00

PAID BY CASH

$ on

PAYEE(S)

PAYEE(S)

(SIGN ORIGINAL ONLY)

Paid by check on Treasurer of the United States in favor of payee (s) named above.

Ck No. .....

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 279 Rev. July 1971

connect his new line, and (2) BPA will grant to Mr. Hayman the right to use the BPA access road for the purpose of maintaining this line.

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Siuslaw SS Water Line
Cont. No. 14-03-39529

Date 25 August 72

NAME Daniel and Alice Hayman (H&W)

ADDRESS Rt. 2, Box 600, Florence, Ore 97439

NAME ... D.B.A. Midway Dock

ADDRESS Rt 2. Box 600, Florence, Ore 97439

LOCATION OF LAND Sec. 16, T18S, R 11W, W.M. Land Co. Ore.

~~Option not secured~~ Remarks Secured Signature of Mr. and Mrs. D. Hayman (H&W) on the Water Line License and Receipt of Check # 62,532,253. in the Amount of $75.00.

Mrs Hayman brought up the question of, why these papers were made out to Mr. & Mrs. Hayman and not "Midway Dock."

Discussed this with Max McMillan and he said it appeared as an assumed name and not a Corporation — However he will check the Corporation Register to be sure.

Tentative follow-up date _____

LAND BUYER

Complete reverse if option secured.

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. _____ Date 7/27/72

NAME Daniel & Alice Haynes

ADDRESS Florence, Oregon 97439

NAME

ADDRESS

LOCATION OF LAND

Option not secured Remarks

This matter has been under consideration for some time. We are gathered that the weather at the Oregon Coast has been most favorable which reduced to a minimum the sedimentation of the water system. With the completion of the damage ~~[illegible]~~ ~~[illegible]~~ claim release the case can be closed as soon as a water line easement is drawn up and delivered to Mr. Haynes. Attached is the pertinent information necessary to do this.

Tentative follow-up date _____

R. E. Schaefer
LAND BUYER

Complete reverse if option secured.

ELH
Wendson Substation

July 7, 1972

Mr. Dan Hayman
Route 2, Box 600
Florence, Oregon 97439

Dear Mr. Hayman:

Enclosed for your execution are two copies of Property Damage Claim-Release Settlement Voucher citing a consideration of $975. Please sign the original and return it to this office in the envelope we have furnished. The copy is for your records.

Sincerely,

Richard E. Schaefer
Realty Specialist
Branch of Land

2 Enclosures

cc:
Circulating File - EL
Official File - ELA-10

ds

ELH

April 13, 1972

Mr. Ray Green
International Paper Company
Box 579
Longview, Washington 98632

Dear Ray;

Per your request, attached is the random line description of the pipe line at Wendson Substation. If you have any other questions, please do not hesitate to call or write.

Sincerely,

Richard E. Schaefer
Realty Specialist
Branch of Land

1 Enclosure

cc:
Official File - EIA-10

RESchaefer:ds

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 16

N 2° 30' 50" E, 696.0' FROM THE 1/4 CORNER THEREOF, THENCE;

N 31° 25' W, 109' THENCE;

N 44° 36' W, 135' THENCE;

N 57° 35' W, 102' THENCE;

N 61° 10' W, 75' THENCE;

N 46° 57' W, 34' THENCE;

N 10° 20' W, 18' THENCE;

S 88° 46' W, 22' THENCE;

S 39° 07' W, 29' THENCE;

S 54° 08' W, 43' THENCE;

S 67° 32' W, 50' THENCE;

S 63° 33' W, 100' THENCE;

S 64° 47' W, 78' THENCE;

S 80° 06' W, 54' THENCE;

N 84° 36' W, 42' THENCE;

N 87° 56' W, 102' THENCE;

N 65° 17' W, 26' THENCE;

N 56° 10' W, 72'.

ELH
Wendson Substation

April 10, 1972

Mr. Trevor Jones
Office of the State Engineer
1178 Chemeketa
Salem, Oregon 97301

Dear Mr. Jones:

This letter is submitted to you to supplement the answer to Question 16 of the application submitted by Mr. Hayman.

The change in the point of diversion is necessary due to the construction activities of the Bonneville Power Administration. The present intake and water lines were damaged, and the change in diversion with the addition of new line was the best solution to Mr. Hayman's problem.

Due to survey and mapping delays, the easements granting Mr. Hayman water line rights and the new diversion point are not yet ready for signature. This letter is intended to assure you that all the necessary easements will be granted Mr. Hayman. We are trying to prevent any delay in the installation of the pipe and construction of the diversion point, as Mr. Hayman's operation is dependent on this water supply.

We will appreciate your prompt attention to Mr. Hayman's application, and if you have any questions, please feel free to call or write.

Sincerely,

Charles N. Wait
Head, Acquisition Section
Branch of Land

cc:
Official File - ELA-10

RESchaefer:ds

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. [illegible] Date [illegible]

NAME [illegible]

ADDRESS

NAME

ADDRESS

LOCATION OF LAND

Option not secured. Remarks [illegible]

[illegible]

for [illegible] to proceed.

3. [illegible] will construct intake & [illegible] to new water line at point X.

4. [illegible] will prepare a use agreement covering the pipe line & use & access road by [illegible] & BPA.

Mr Payman said he would start immediately as he wants to open the court [illegible] May 1, 1972.

Tentative follow-up date _____

[illegible]
LAND BUYER

Complete reverse if option secured.

MAR 29 1972

BONNEVILLE POWER ADMINISTRATION
Rev. 1-18-63

INTEROFFICE MESSAGE

Date

TO

Name: Dave Tofgren

Routing symbol and address: XORS

☐ Portland ☐ Ross
☐ Seattle ☐ Spokane
☐ Walla Walla

Fold here for return

FROM

Name: Dick Schaefer

Routing symbol and address:

☐ Portland ☐ Ross
☐ Seattle ☐ Spokane
☐ Walla Walla

I spoke to Mr. Haymore regarding the attached billing. He regrets that he failed to make note of the $243.00 item. This an extra item and Lake Shore Plumbing should have billed separately.

BPA is to pay the $975.00 as per agreement.

Dick Schaefer

Rev. 1-16-63

BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date: Jul 13, 1972

TO	Name: Dave Lofgren	XX Portland ___ Ross
	Routing symbol and address: XORS	___ Seattle ___ Spokane
		___ Walla Walla

Fold here for return

FROM	Name: Norman Drulard	XX Portland ___ Ross
	Routing symbol and address: ESI	___ Seattle ___ Spokane
		___ Walla Walla

WENDSON SUBSTATION

Bill attached for property owner's share of water line per agreement.

s/ N. R. DRULARD

Enclosure

ESI:NRDrulard:lrj 6-13-72

LakeShore Plumbing

Rt 1 — Box 2096
Florence, Oregon 97439

Telephone 997-2501

№ 1077

DATE 5/10/12

JOB NAME Dan Hayhau Midway Park

JOB LOCATION Rt 1 North Highway #101

CITY Florence

DESCRIPTION OF WORK:

1200' 1½" Water Line

Per Bid 975.00

300' Extra Line @ 5.14 Per Ft 243.00

1218.00

	Total Materials		
	Total Labor		

☐ Total Amount Due For Above Work: Or
☐ Billing To Be Mailed After Completion Of Work → $

I hereby acknowledge the satisfactory Completion of the above-described work:

CUSTOMER'S SIGNATURE

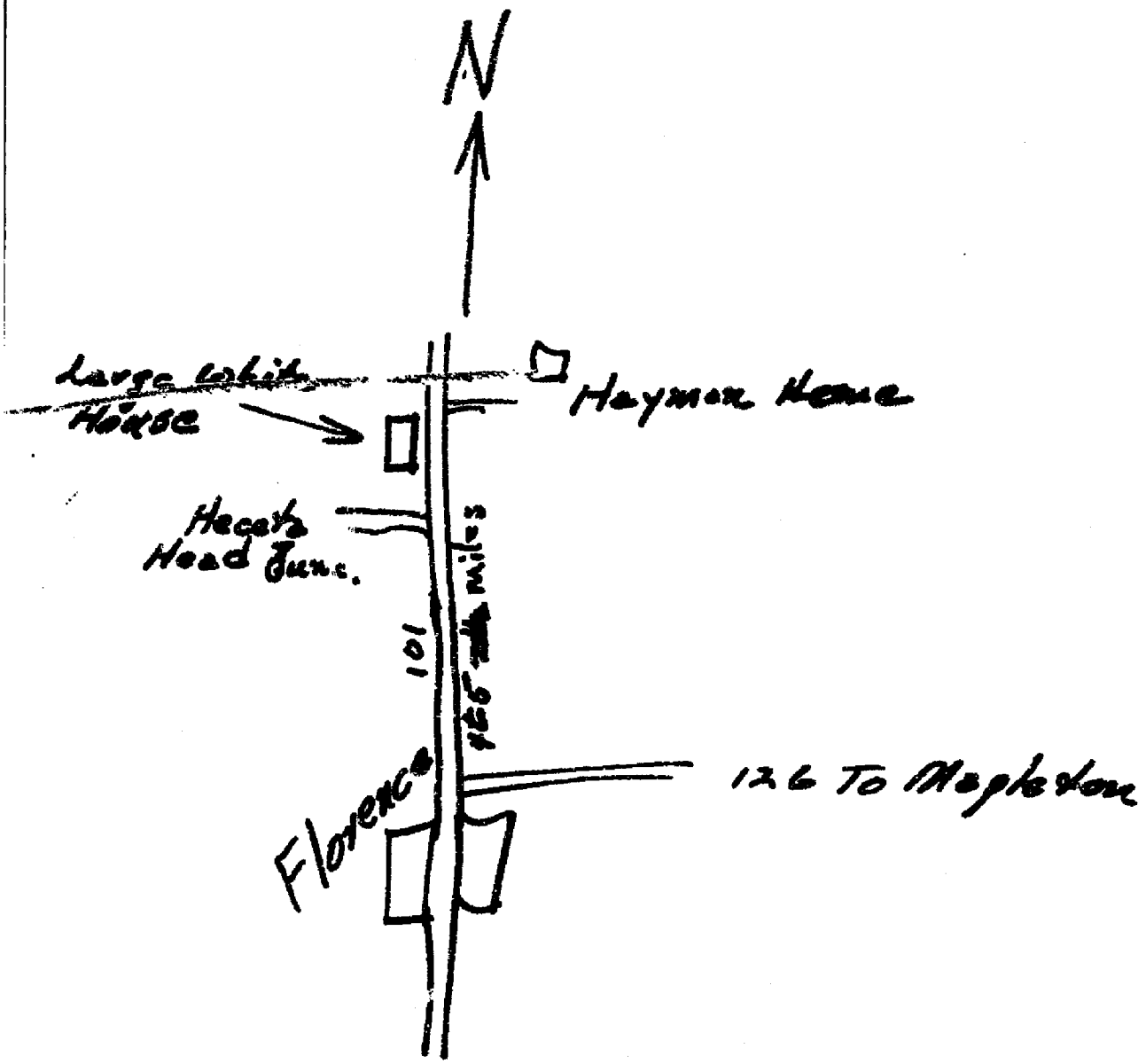
1. Hayman to secure bids for:
   A - 1½" pipe and installation
   B - from ss boundary (x) to State property line (○)
   C - phone Norm Drakard, 234-3361 ext 5030, for approval to proceed. Letter to follow. (Do not disclose $1000.00 max.) To Hayman

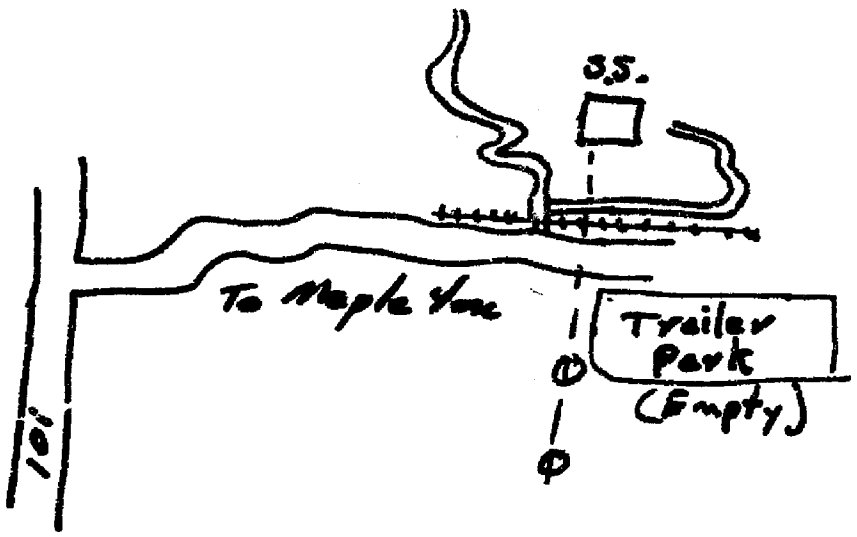
2. BPA will construct intake & connect to Hayman line at point X.

3. BPA will prepare use agree for Hayman for water line and road use.

4. International Paper Co. all OK -

Note: Status of Hayman Rts. across State is unknown. Plan is to lay new line as shown and at point ○ to


N
Large White House
Haymon Home
Heceta Head Junc.
101
126 miles
Florence
126 To Mapleton


35.
To Maple Shade
Trailer Park
(Empty)
101

UNITED STATES DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION

CONFERENCE AND TELEPHONE CALL REPORT

Date 3-13-92

TO: ~~Office of the Administrator~~ L. J. Gilbert Portland Area Engineer

FROM: Donald J. Davey

cc: ☑ B. Rogers - O
☑ N. Karlen E-5
☑ R. Schafer ELH
☑ N. Kierulff ESIB
☑ W. Harris - ESHD
☐ M. N Normand - OPD
☐ Official File - OPE

Include all telephone calls and conferences of importance bearing upon policies, customer or public relations, but excluding those purely technical in nature.

OUTSIDE CALLER OR CONFEREE	SUMMARY OF DISCUSSION
Dick Schafer, Branch of Land and Neil Kierulff Mechanical Engineering Br., Substation Design	Wendson - Water Supply The Branch of Land will meet with Mr. Hayman, trailer countower during the week of March 20 to discuss the water pipeline to the property. Water easement rights will also be coordinated with International Paper Co. Mr. Hayman will be asked to secure local bids for the installation of a water pipeline from the highway back to BPA's property line. BPA would install the remainder of the water line from BPA's property line back to the intake structure. Current plans include a 2-inch main line from the intake structure with a 1 - 1½ inch tap line to the Wendson control house. **Please excuse the handwriting**, our secretary is on a well deserved vacation this week. DJD

UNITED STATES DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION

CONFERENCE AND TELEPHONE CALL REPORT

Date February 28, 1972

TO: [redacted] Robert J. Gilbert, Area Engineer
Portland Area – OPE

FROM: D. J. Davey, Electrical Engineer – OPE

Include all telephone calls and conferences of importance bearing upon policies, customer or public relations, but excluding those purely technical in nature.

cc: [X] H. Hurless – E-5
[X] B. Rogers – O
[X] R. Schaefer – ELH
[X] D. Birch – ET
[X] A. Anderson – ESIB
[X] W. Harries – ESHD
[X] D. Musa – ETIN
[X] Official File – OPE
[X] M. H. Hammond – OPD
[X] Ladd Sutton – OPG

OUTSIDE CALLER OR CONFEREE	SUMMARY OF DISCUSSION
Dick Schaefer, Br. of Land	SUBJECT: Wendson Substation--Water Supply Line The following is the status on W. O. 134-37, Rev. A, which includes rebuilding of the damaged water supply line system to the trailer court owner, installation of an intake structure and 2000 feet of plastic pipe in the vicinity of Wendson. The surveys for the water line have been completed and Transmission Design's right-of-way computation group (Don Musa) has completed the map subject to approval. After the map is approved, the Branch of Land will secure a water easement from International Paper for approximately .10 acre for a section of this line. The plan is to install one 2" water line from the intake structure to BPA's east property line approximately 1,000 feet away where it will be tapped by a 1½" line which will serve Mr. Hayman, the trailer court owner. The line would also be extended into the Wendson control house. It appears that the trailer court owner will be allowed to secure a bid for the work involved in his 1½" water line and BPA would reimburse him up to $1,000 for this work. A consensus has not been reached on installation of water and sanitary facilities in the Wendson control house at this time. OPE:DJDavey:jz 2/28/72

January 21, 1972

ESI

Eugene A. Anderson, Head
Mechanical Unit - ESIB

Norman R. Drulard, Head
Architectural, Civil & Mechanical Section - ESI

Wendson Substation - W.O. 134-37 Rev. A
Construction and Maintenance of Water System

At a meeting held on January 18, 1972, with Mr. John E. Perry, Head, Disbursement Audit Section, Mr. Richard E. Schaefer of the Branch of Land, and Mr. David E. Lofgren of the Regional Solicitor's Office, it was agreed that BPA should proceed in the following manner for the construction and maintenance of a water system in accordance with the work order.

BPA to construct a water system to the East property line of the Wendson Substation site. This line to be slightly larger than that originally proposed, i.e., a 2-inch line in lieu of the 1½-inch. Bonneville to make provisions in the design for installation of a small pump station near the East property line that could serve the station site. The dam to be constructed, and the small triangular piece of property needed to contain this part of the system on Bonneville property to be acquired.

The Branch of Land will proceed to negotiate a settlement with Mr. Hayman for him to furnish and install the necessary pipe line from the East property line of the station site for his use in consideration for a lump sum payment by BPA not in excess of $1,000. The agreement is also to provide for Mr. Hayman to have the right of maintenance and inspection of the complete water system serving his property as may be necessary. The agreement with Mr. Hayman would relieve BPA of any claims for damage to his existing water system.

cc:
J. E. Perry - MFD
R. E. Schaefer - ELP
D. E. Lofgren - XORS
E. Bragunier
Official File - ESBC

ESI:NRDrulard:lrj 1-21-72

January 14, 1972

ELH

Norman Brulard - ESI

Richard E. Schaefer
Realty Specialist - ELH

Private Water Line at Wendson Substation

International Paper Company granted permission to survey for a replacement water line which was damaged by the BPA contractor.

This was granted on the basis that the company will grant Mr. Hayman a water line easement. The settlement between Mr. Hayman and BPA for the line replacement will not be discussed in this memo.

The following has been agreed to and the survey should be made accordingly.

1. The survey should be limited to a strip of land 10 feet or less in width abutting the creek on the side opposite the substation entry road.

2. The survey should be compiled in such a manner that it can be used as a metes-and-bounds description for the line easement. Copy should be provided Branch of Land to give the company.

3. No trees are to be cut for survey purposes.

It appears that there should be no reason to relocate the water line from its present location on the land owned by the State of Oregon. If this can be done it will eliminate the problem of BPA and Mr. Hayman securing survey rights and easement rights from the State.

cc:
R. Peier - ETIA
D. Birch - ET
Official File - ELA-10

RESchaefer:ds

12/2[illegible]/7[illegible]

Met [illegible] [illegible] [illegible]
claiming [illegible] [illegible] [illegible] [illegible]
to [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] (BPA [illegible]).

I inspected [illegible]. [illegible] [illegible] [illegible] expert would have clarified [illegible] relationship of the road, [illegible], creek, canyon, [illegible]. (–) It's apparent that the [illegible] [illegible] and that the pipe would lie [illegible] [illegible] the creek on the bank opposite the road. If the correct relationship were explained the owner I P would probably consider favorably the granting of a water line easement.

1-4-72

Met with Ray Green - explained true picture of situation. Deal appears OK. If OK (by phone) BPA to survey a metes & bounds Easement for I Pierce. Confined to opposite side of creek from road - within 10 ft of ℄ of creek.

UNITED STATES GOVERNMENT

Memorandum

DATE : November 22, 1971

In reply refer to : ELH

TO : Charles N. Wait
Head, Acquisition Section - ELH

FROM : Richard E. Schaefer
Realty Specialist - ELH

SUBJECT: Assignment of November 12, 1971; Permission to Survey

The assignment raised some interesting questions which required answers before the landowners could be approached for permission to survey.

1. Will the survey result in a request for a water line easement?

2. Will this easement be secured by BPA or Mr. Hayman?

3. If secured by BPA will the easement be deeded to Mr. Hayman?

4. Would Mr. Hayman's rights include a right from BPA to use the road for line and intake maintenance?

5. What kind of rights has Mr. Hayman secured from the landowners for the present pipe?

It should be noted that all of the above questions not only relate to Mr. Hayman and his pipeline, but they all, also, relate to the fee owners on whose land the pipe is to be placed. It would appear that with such questions as above requiring answers, that no negotiations with Mr. Hayman should have occurred except to recognize the fact that his water pipe has been damaged.

On November 19, 1971, I contacted Mr. Ray Green of International Paper Company to request PTS as shown on the map secured from Don Birch. Permission was refused for the following reasons:

1. The company does not want a water line located on their property as shown.

2. The company questions the right of BPA to secure an easement to give to a third party.

3. The company has no record, recorded or unrecorded, and no verbal agreement that Mr. Hayman was ever granted an easement for this water line, or was the earlier owner, Mr. Edwin Lyons.

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 1100 Mar. 197

For the company, Mr. Green indicated an easement would or could be granted to Mr. Hayman for a water line located within the access road easement granted to BPA. The easement would be granted subject to BPA easement rights. Mr. Green granted verbal permission to BPA to "recon" or survey for a pipeline location within the access road easement.

At this point no attempt has been made to contact the State Highway with the request for PTS.

As a side point to this problem, Mr. Green at International Paper Company asked a most interesting question. If the present pipeline is located as shown, and if the line was damaged by BPA activities, then can it be concluded that BPA is in trespass of the rights granted by the company? Mr. Green also indicated that any further negotiations involving company property and Mr. Hayman must be between the company and Mr. Hayman.

Due to the foregoing review, the assignment is returned for clarification.

Eric Schaefer

1 Attachment

cc:
Official File - ELA-10
J. V. Mulcahy - EL
RESchaefer:ds
R.Peier - ETIA
D. Birch - ET

UNITED STATES GOVERNMENT

Memorandum

DATE November 12, 1971

In reply refer to ETIA

TO : Charles N. Wait, Head
Acquisition Section - ELH

FROM : Ray C. Peier, Asst. to the Head
Location and Mapping Section - ETIA

SUBJECT Wendson Substation - W.O. 134-37
Water Supply Line Surveys

Please obtain permission to survey for a new location of water pipeline through the following areas:

State of Oregon, State Highway Commission, Salem, Oregon 97310; TL-1100, Section 15, Township 18 South, Range 11 West, W.M. This tract is described in TOD SS-1.

International Paper Company, Long Bell Division, Longview, Washington; TL-700-501, Section 16, Township 18 South, Range 11 West, W.M. This tract is described in TOD T-W-163.1. Both parcels are in Lane County, Oregon.

Vicinity maps are attached. The approximate location for the new pipeline is marked in Red.

Ray C Peier

cc:
L. L. Wilkerson - ETIP
J. C. Mikula - ETIS

ETIA:FTuckett:jd

STATE
ENGINEER

WATER RESOURCES DEPARTMENT

1178 CHEMEKETA STREET N.E. • SALEM, OREGON • 97310 • Phone 378-3739

TOM McCALL
GOVERNOR

CHRIS L. WHEELER
State Engineer

OFFICIAL FILE COPY
No. Date
NOV 4 1971
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

November 3, 1971 File No. 30844

RECEIVED
NOV 4 1971
BRANCH OF
TRANSMISSION
DESIGN

Donald C. Birch
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Dear Mr. Birch:

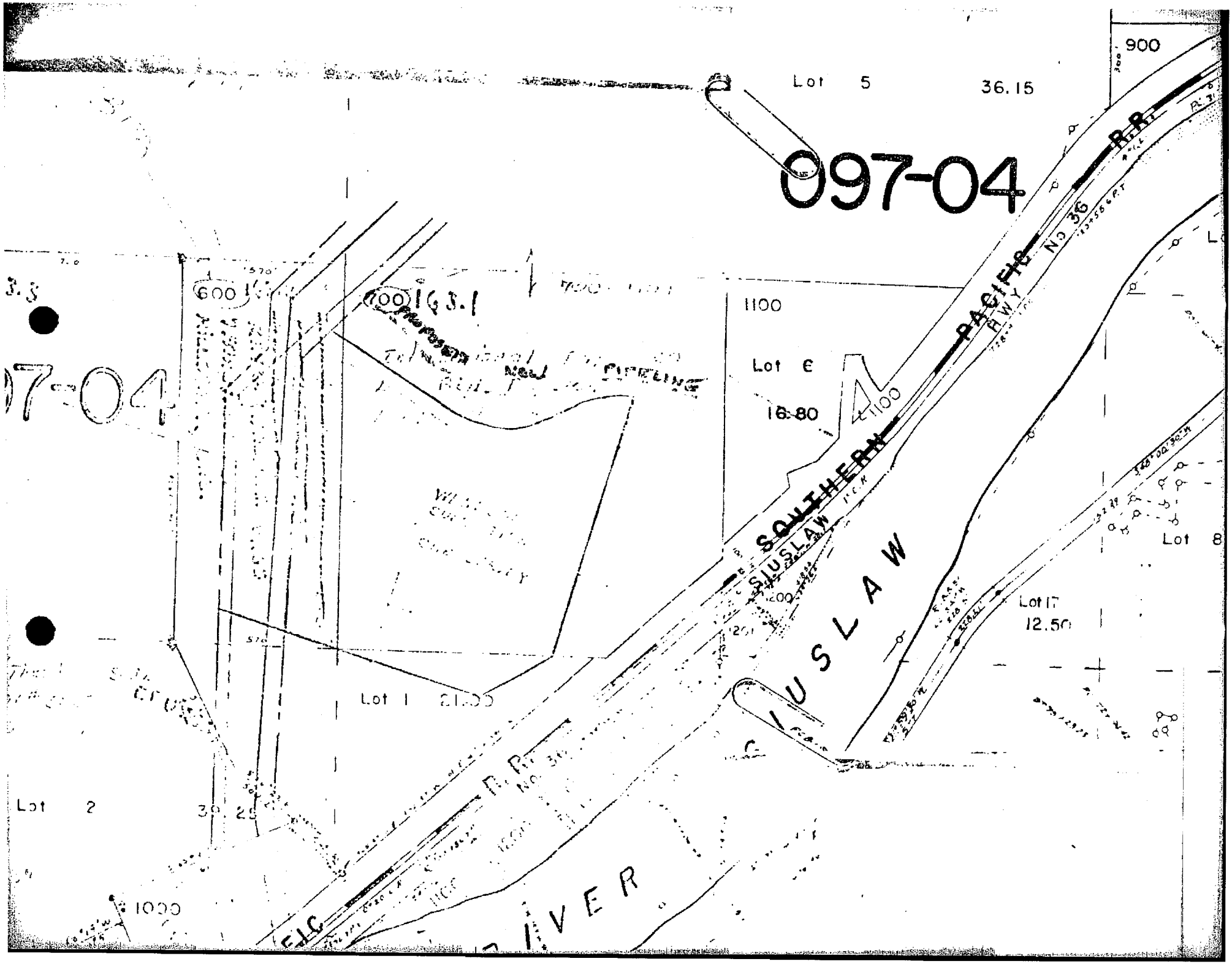
I am enclosing a partially completed application for approval of a change in point of diversion of the use of water described in certificate 24365 issued to Edwin J. Lyons. Items 6, 7, 14, 17 and 20 and the Affidavit of Applicant need be completed. In addition, we need a map showing the proposed point of diversion.

If the change is for less than a quarter of a mile (straight line distance) and there is no intervening diversion for another right, this application requires a fee of $25.00. If the change is for more than a quarter of a mile or there is an intervening point of diversion, notice must be published and for this we request a deposit of $30.00. Preference of newspapers published in Lane County should also be made.

Very truly yours,

Trevor Jones
Assistant

TJ:ds
Enclosure



097-04
Lot 5
36.15
900
600
700
163.1
1100
Lot 6
16.80
1100
SOUTHERN PACIFIC R.R.
HWY No 36
SIUSLAW
SIUSLAW
Lot 8
Lot 17
12.50
Lot 1
21.00
Lot 2
39.25
1000
RIVER

Application for Transfer of Water Right

To the STATE ENGINEER OF OREGON:

I, Daniel Hayman (Name of applicant)

of Florence (Postoffice), County of Lane,

State of Oregon, do hereby make application for change in point of diversion

(In point of diversion, place of use, or use heretofore made of the water)

1. The source of present water right is unnamed spring (Name of stream)

2. The use to which the water is applied is domestic use in trailer court (Irrigation, Mining, Power, Manufacturing, etc.)

3. The name of the ditch, canal or pipe line is ----

4. The point of diversion is located 900 ft. N (N or S) and 75 ft. W (E or W.) from the E¼ corner of Section 16 (Section or subdivision) being within the SE¼ NE¼ of Section 16 Tp. 18 S (No. N or S) R. 11 W (No. E. or W.) W. M., in the County of Lane

5. List the number of acres irrigated in each smallest legal subdivision (40-acre tract) involved in this transfer. If for any other use, indicate place of use.

Twp	Range	Sec	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼
16 S	11 W	16													X			

NOTE: If you own less than 40-acre tracts, attach a description of your land as it appears in your deed.

(Attach separate sheet if necessary)

6. Are you the legal owner of the above described lands? Yes (If not owner, explain your interest)

7. Has water been used beneficially for the purposes indicated herein during the past 5 years? .....

8. What is the date of priority of your water right? June 13, 1956

9. Was your water right acquired by State Engineer's Permit? yes (Yes or No) If so, give number of permit 24410

Form 113--2M--8-63

10. Do you hold a water right certificate? yes (Yes or No) . If so, give number of certificate 24365

11. Was your water right determined by State Engineer's order or Determination or Decree of Court?

No (Yes or No) . If so, give title of proceedings

12. Is the water right recorded in your name? Edwin J. Lyons (If not, give name)

13. I propose to transfer the water right to the following described lands: (Do not answer if your application is for change in point of diversion only.)

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼

(Attach separate sheet if necessary)

NOTE: Answer questions 14, 15, 16 and 17 if the application is for change in point of diversion.

14. The proposed point of diversion is located 60 ft. S (N. or S.) and 10 ft. E (E. or W.) from the NW corner of $SE\frac{1}{4}NE\frac{1}{4}$ being within the $SE\frac{1}{4}NE\frac{1}{4}$ (Smallest legal subdivision) of Section 16 Tp 18S (No. N. or S.) R. 11W (No. E. or W.) W. M., in the county of Lane. The name of the ditch to be used is

15. Are you the owner of the land on which the proposed point of diversion is to be located? No

16. If not the owner of the land on which the proposed point of diversion is to be located, give the name and address of owner and submit evidence of your right-of-way for your proposed ditch, canal, or pipe line.

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

See attached letter.

17. Are there any diversions between your present point of diversion and the proposed point of diversion? No

NOTE: Answer questions 18 and 19 if application is for change in use or place of use.

18. Are the lands from which you propose to transfer your water right free of all encumbrances, including taxes, mortgages, liens, etc.? Yes (Answer Yes or No)

19. If not, give below a description of existing encumbrances:

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT

20. Reasons for the proposed changes are Present diversion point and water line was damaged by Bonneville Power Administration in construction of access road and substation. New point of diversion is being provided by BPA and water line easement is being granted by BPA and International Paper.

AFFIDAVIT OF APPLICANT

STATE OF OREGON,

County of ..... } ss.

I, ..., the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this ..... day of ....., 19.....

.....
(Name of applicant)

Subscribed and sworn to before me this ..... day of ....., 19.....

[Notarial Seal]

.....
NOTARY PUBLIC FOR OREGON

My commission expires .....

Remarks .....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

THIS APPLICATION MUST BE ACCOMPANIED BY A MAP SHOWING THE LOCATION OF THE POINT OF DIVERSION, PLACE OF USE AND WORKS UTILIZED UNDER THE PRESENT WATER RIGHT. THE MAP SHOULD ALSO SHOW THE NEW POINT OF DIVERSION OR PLACE OF USE, AS THE CASE MAY BE.

~~LEB~~ JCM

Can we get this surveyed? D Birch feels it is urgent. NEW

October 28, 1971

ESIB

M. N. Marjerrison, Chief
Branch of Transmission Design - ET

Edwin Bragunier, Chief
Branch of Substation Design - ES

Wendson Substation - W.O. ~~134-24~~
Replacement of Midway Dock Trailer Court
Water Supply System

In accordance with Project Recommendation #1ES-11 would you please initiate action for surveys and acquisition as follows:

1. SURVEYS Please refer to attached marked print of your Drawing #146252-DTM-D.

   a. Survey a location on the east side of the water supply creek for a new plastic waterline to be laid on the ground. This should be within 10 to 50 feet of the creek and without any grade reversal, (which would create air pockets). The survey should include a grade line with stationing as required by the terrain and any data required by the Branch of Land for easements.

      Ties should be made:

      (1) At the eastern terminus where the existing waterline crosses the north edge of the Southern Pacific Railroad Company R/W.

      (2) Where the new waterline will cross the Wendson Loop to Lane-Tahkenitch No. 2, (near to Sta. 95+90).

      (3) At centerpoint of intake structure in creek at Sta. 418+48 25' Right on original Alvey-Tahkenitch R/W, (beyond the new loop).

      The waterline is to pass through a new high culvert placed on our access road at approximately Sta. 418+60 near to centerline of the Eugene-Mapleton 115 kv wood pole line.

   b. Re-survey the flagged damsite at same Sta. 418+48, 25' Right with profile parallel to R/W 50' each side, and 50' left and right.

2. LAND

a. Pipeline Easement. Acquire a revocable permit for construction purposes only for the surveyed waterline routing. A fifteen (15) foot width would be adequate for a pipeline laid above ground.

b. Fee Title. Acquire fee title to the triangle section of land marked red on attached map.

EDWIN BRAUNER

Enclosure

cc:
D. C. Birch - ET
N. R. Drulard - ESI
E. A. Anderson - ESIB
Official File - ESBC

ESIB:NKierulff:lrj 10-28-71

UNITED STATES GOVERNMENT

Memorandum

DATE : October 18, 1971

In reply refer to : ET

TO : G. S. Bingham, Assistant Administrator for Engineering and Construction - E

FROM : Dorald C. Birch, BPA Geologist - ET

SUBJECT: Wendson Substation, W.O. 134-24
Wendson Loop to Lane-Tahkenitch #2, W.O. 134-30
Water Supply of Midway Dock Trailer Court, Damaged and Polluted by BPA Construction

I. Introduction. Mr. Daniel Hayman runs a court of 36 stalls. His water supply is taken from a surface creek arising above our Rs/W, thence flowing across them, through portion of the substation property, thence down a canyon below our new substation entrance road and across State Highway #34 to his court.

TRAILER & CAMPER PARK — BOATS, MOORAGE
ELECTRIC HOIST LAUNCHING
SALMON, TROUT, CRABS & CLAMS

MIDWAY DOCK
Siuslaw River

6 MI. E. OF FLORENCE
11 MI. TO THE OCEAN
RT. 2, BOX 600

DAN & ALICE HAYMAN
PHONE 997-3031
FLORENCE, OREGON 97439

Our activities, both Substation Construction and Line Construction, have severely damaged his water supply and placed its future in jeopardy, from rocks and washouts as well as pollution from mud. We will have to correct this situation and this will require the best of coordination between the Branches of Land, Substation Design and Construction. The entire water system was inspected and photographed October 12, 1971, in company of Carl Williams of Line Construction. Mr. Hayman was visited and all aspects of the problem were discussed. He closes his court for the winter in two or three weeks and we will have until approximately March 31, 1972, in which to replace the damaged water supply. Presumably this reconstruction could be added to approaching contracts on the substation.

II. Details.

1. Midway Dock Trailer Court. The original water use permit was granted by the State Engineer, Lewis A. Stanley, to Edwin S. Lyons, former owner of the court, under Permit #24410, Ref. 30844, dated May 23, 1958. The amount stipulated was 0.03 cubic feet per second which calculates out at 450 x .03 = 13.5 gallons per minute.

With 36 trailer spaces in use, daily usage might amount to 36 x 200 = 7200 gpd, or 10 gpm based on a 12 hour usage day. Within a maintenance building a 1½" pipe feeds to a large gravity storage tank (perhaps with a capacity of 500 gallons). From the lower portion of this tank water is fed by pump into two pressure tanks from which it is piped to the trailer stalls. The system includes an automatic chlorinator.

Muddy water first showed up with some early fall rains. However, prior to this there had been many breakages of the 1½" brittle plastic line due to falling rocks. Nevertheless, our contractor seems to have been conscientious about making repairs. There can be little question that with winter rains the water will continually run turbid. There is just too much soil and clay now slid down into the creek bed (with much remaining on the banks up above), to expect clear water within the next few years. The present water intake consists of screening wrapped around the 1½" pipe and this is partially submerged in a two-foot impoundment, but the latter is now largely filled with muck.

2. A Mr. Wendell Wait owns a small house adjacent to the highway and trailer court. Reportedly, a 3/4" line takes off from Hayman's 1½" line to supply his house. Since we were unable to find this tee we presume it is buried below the highway bank. Mr. Wait does not actually have any water right on this creek but since he has been supplied with water for an appreciable time, he cannot be cut off. To appease him this winter we may have to install a filter within his system.

Hayman's water intake is approximately 900'+ up the canyon. It appears that below here the water disappears below loose rocks. These may have been from construction of the earlier logging road. A second layer of rocks, in places on an earlier water line, was dumped during operation of a rock quarry a few years ago.

3. Wendson Substation Entrance Road. Since the substation site lay on a low-rolling plateau perched on top of some vertical sandstone cliffs, providing access was most difficult and costly.

An old narrow logging road lay up one side of a steep canyon and this was utilized. However, it was much too narrow and sections had slid out. Widening the road meant drilling and shooting 75 percent of the formation (Umqua sandstone). Despite end-hauling of waste and use of a shooting mat a lot of rocks, some up to 4' in diameter, together with fines, went down the canyon damaging the pipeline and constricting the channel. There will be a lot of readjustments of rock and dirt to be made before a stable stream gradient is re-established. Any new plastic water line will have to be laid on the far bank of the creek yet about 10' to 15' above the creek bed. About another 300' or so above the intake or end of water line the boulders diminish. However, this water is already polluted or turbid with mud from our Rs/W upstream.

4. Wendson Loop to Lane-Tahkenitch #2. Toledo-Wendson 230-kv #1. These two lines are currently being routed into the substation fee property. Line changes and several new tower sites necessitated roads. Elsewhere existing roads had to be widened to accommodate equipment. All this excavation, etc., was in the residual red clay soil (overlying the sandstone). The creek from the canyon leads up into this same substation bowl, in fact over 600' of its course is within our property. There are just too many cuts and fills of this clay that will be subject to erosion and contribute to pollution once the winter rains set in. Then one can expect nothing but muddy water. This stretch of creek will also have to be bypassed by any new water line extending to above the "upper limit of pollution." This point is flagged as being Sta. 418+50 on the old Alvey-Tahkenitch R/W. Now this end of the water line or intake location will be a seasonal source of trouble from plugging and washout unless it is provided with a dam and settling basin. This is 1100' upstream from Mr. Hayman's present intake and we would seem morally bound to provide an intake that has negligible maintenance problems.

Since we ourselves are in need of some water for our substation it has been proposed, and generally accepted by all, that we should here construct a dual purpose dam and reservoir. Mr. Hayman, with his prior rights to 13.5 gpm, would have a 1½" pipe taking off at a lower elevation and BPA would take at a higher elevation feeding to a 5 gpm pump boosting the water up and over a distance of 600' to the substation control house. BPA would eventually maintain the dam and reservoir. Thus, on a cost basis we might justify an intake structure that will also later furnish us with water for the substation.

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Mr. Hayman, on completion of the new pipeline, would sign an agreement accepting the new water line and relieving BPA of any maintenance thereon. Needless to say, he would be allowed access through our substation property to inspect his line.

5. BPA Wendson Substation Water Supply. All we need is 5 gallons per minute which, on a 24-hour basis, is 7200 gallons per day. Actual consumption (since air cooling water is not needed) would probably not exceed 1500 gallong per day, including lawns. Because the State Engineer's Office deals in cubic feet per second we would eventually apply for a permit to take 0.01 cu. ft., (which is 4 gallons per minute) and subject to the prior rights of Hayman to 0.03 cu. ft. per second.

6. Substation Design of Intake Structure. A meeting was held October 14, 1971, to discuss various facets of the polluted watershed. Those attending were Norm Prulard, E. A. Anderson, George Ballinger and the geologist. Mr. Ballinger ably defended location of the entrance road to the substation and admitted that no one knew of the existence of a water supply watershed immediately below the road. The waste was not sidecast (because the slope was too steep for a shoulder fill). The Contractor hauled away most of the excavated waste. Although a shooting mat was employed, a great deal of rock and fines did go down the bank, irretrievably.

Mr. Anderson said he saw no problem in designing a simple concrete dam to provide a settling basin and intake for the relocated water line. The structure would be able to bypass any floods. It would be provided with two outflow pipes or nipples set in concrete, and at the base a large valved pipe for flushing out the reservoir. The geologist said he thought the structure would be about five feet high and would provide a 15' - 20' reservoir. Cost of the intake structure is estimated at $750±.

7. State Engineer, State of Oregon. Since this watershed supplies many campers and travelling people in the trailer court, it might well be classed as a public water supply. As such, it is subject to periodic testing for contamination. When the winter rains start it doubtfully could pass any turbidity test.

Secondly, in order to build the dam or intake structure we will have to have a permit (perhaps verbal) from the State Engineer. In conference with Mr. John Mulcahy, Chief of the Branch of Land, it was agreed we would tell the State Engineer of our embarrassing problem and what we intended to do about it.

8. Responsibility for Damage to the Watershed.

a. Bonneville Power Administration, Branches of Substation and Transmission Design. It is quite apparent that no one was aware of a water supply, either in the canyon below our new entrance road, or as a stream crossing our Rs/W. The correct procedure is that when "permission to survey" is requested the owner be asked as to the existence of any water supplies on his property. Those within 200' of the survey are supposed to be later tied in to the survey so that their position can be shown on our design drawings. Where they are thought to be susceptible to damage from our R/W the BPA geologist examines them and prescribes restrictions on the clearing and construction. These are nominally standard rules and have been in use since 1956.

b. Branch of Construction. Since there were no restrictions as to a watershed in the specifications or even appropriate designations on the design drawings, neither Substation Construction or Line Construction can be blamed for negligence on inspection or non-enforcement of specifications.

c. Contractor on Substation Entrance Road. A. J. Vala Company of Portland, Oregon. This unfortunate contractor found out about the water supply and water line only after he had broken it. Repairing it and replacing sections have been a constant problem yet one in which he has shown a sincere diligence. No one could have built that road without some debris, and large rock from blasting, going over the bank.

d. Contractor on both the Toledo-Wendson 230-kv line and the Wendson Loop to Alvey-Tahkenitch #2. R. C. Hughes Corp., of Spokane, Washington. Here again with no watershed restrictions the Contractor proceeded in the normal manner of line construction. He re-opened roads, widened, and graded them so that he could get his equipment, backhoes, cranes, and cement trucks into the tower sites. His operations have resulted in countless areas of bare clay-cut or bare clay-fill, both of which erode to produce mud in the run-off.

III. Conclusion. Responsibility for the water supply damage cannot be blamed on Construction or its Contractors. Had we known of the existence of this water line and water supply we should have planned to replace it. A new line would have been planned on the far side of the canyon and then laid up to an intake structure above all planned ground disturbances, in fact, in the same location we are now belatedly redesigning the system.

Donald C. Birch

Donald C. Birch, Geologist

Enclosures: Dwg. #146252
Cost Estimate

cc:
J. V. Mulcahy - EL
W. H. Simpson - EK
Carlyle Brown - EKS
D. P. Picchioni - EKL
M. Marjerrison - ET
E. J. Monaco - EM
Norm Drulard - ESI
W. A. Galbraith - OP
K. E. Williams - ETI
E. A. Anderson - ESIB
Official File - ELA-10

DCBirch:ab 10-18-71

COST ESTIMATE (preliminary)

1. LAND

a. 2000' easement for unburied plastic water line	$250.00
b. Fee title to triangular plot 125x125x175 on Alvey-Tahkenitch #1 R/W Sta. 418+00 to 418+25 and left 75' of 417+25 to left 75' of 419+00, approx. 0.36 acres	$200.00

2. SURVEYS - 4-man crew 2½ days including travel and per diem at $300 per day. $750.00

3. CONSTRUCTION

a. Intake Structure		
Design	$500	
Contract	$750	$1250.00
b. Water line		
Material 2000' of 1½" flexible plastic waterline at 50¢ per foot		$1000.00
Installation - 20 man days		$1500.00
		$2500.00
Sub total		$3900.00

4. CONTINGENCIES

Filter system added to Wendell Wait's water system	$750.00
State of Oregon Inspection, etc., costs	$350.00
GRAND TOTAL	$5000.00

D. C. Birch
10-18-71

OCT 2 2 1974

FHFM

Certified Mail
Return Receipt Requested

La-6

Denge Paving, Inc.
P. O. Box 2[illegible]
Eugene, Oregon 97401

Gentlemen:

Subject: Notice to Proceed, Contract No. 14-03-5153N

You are [illegible] your Contract No. [illegible] the [illegible] [illegible] and [illegible] is [illegible] that you [illegible] date [illegible] [illegible] to November [illegible], 1974.

Please [illegible] to the [illegible] P. O. [illegible] guard [illegible]

Enclosure [illegible]

HMcCleary:jh

Sincerely,

cc:
Director, Office of Equal Opportunity
USDI, Washington [illegible]
Substation [illegible]
Carlyle Brown (3) - [illegible]
Bill [illegible]
C. S. [illegible]
Dr. of [illegible]
This [illegible] November [illegible], 1974.
Br. of [illegible]
[illegible]
[illegible]
S. [illegible] (2) - [illegible]
S. [illegible]
[illegible]
A. [illegible]
Official [illegible]

[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON

June 20, 1974

NOTICE OF INVITATION FOR BID

To: Prospective Bidders and Others Concerned:

Sealed bids in response to Invitation No. 4634 will be received in this office until 10:00 a.m., PORTLAND TIME, Tuesday, July 9, 1974, and then publicly opened for furnishing certain materials and performing all work for CONSTRUCTION OF THE WATER WELL, PLUMBING, AND SEWAGE DISPOSAL SYSTEMS AT THE WENDSON SUBSTATION, Lane County, Oregon.

The work to be performed includes the following:

> Construct the water well, plumbing, and sewage disposal systems at the Wendson Substation located 4 miles northeast of Florence, Oregon. The work consists of drilling and developing a 100-foot water well; performing indoor plumbing work; and constructing a sewage disposal system.

AWARD. Award will be made as a whole to one bidder. Award on this Invitation is reserved for Small Business Concerns.

Prospective bidders may obtain drawings and specifications by request from the Procurement Section, Bonneville Power Administration, 830 N. E. Holladay Street, Portland, Oregon (Telephone 234-3361, Ext. 5197). MAILING ADDRESS: P. O. Box 3621, Portland, Oregon 97208. There is no charge for drawings.

Bidders and others interested are asked to refrain from telephoning for results of the bid opening, as a summary of bid totals will be mailed to all bidders on the day bids are opened, or as soon thereafter as practicable. Copies of such summaries will be furnished to others upon specific request.

Unit prices bid on individual items by the apparent low bidder will be read at the bid opening but will not be made available by telephone. The unit price information will be available for review in the Procurement Section, 830 N. E. Holladay Street, Portland, Oregon 97208 after bids are checked and evaluated. Requests for copies of unit prices information must be made in writing with the understanding that a charge may be made by the Government in accordance with BPA policy for furnishing information under the Public Information Act.

RELEASE

IN CONSIDERATION of the sum of $2000.00, to be paid by Bonneville Power Administration, the undersigned hereby agree as follows:

1. The undersigned agree to release the UNITED STATES OF AMERICA and its assigns from any and all liability and obligations contained in or arising out of certain agreements entered into by the parties hereto; the said agreements being a license entitled Contract Number 14-03-39529, dated August 24, 1972, and Property Damage Claim-Release-Settlement Voucher, dated July 28, 1972.

2. The undersigned also agree to hold the UNITED STATES OF AMERICA and its assigns harmless from any and all liability for damage to undersigned's water system caused by the construction of an access road for the UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION's Wendson Substation Site. The location of said water system shall be determined by the parties to this release.

As a further consideration for this release, the UNITED STATES OF AMERICA agrees to grant undersigned the right to use said access road and to cross the property of the UNITED STATES OF AMERICA at a point to be designated for ingress and egress, for the purpose of maintaining said water system.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 5TH day of MARCH, 1974.

The above release is hereby accepted and its terms agreed to:

Daniel H Hayman
Daniel Hayman, AKA Daniel H. Hayman

Alice F. Hayman
Alice Hayman, AKA Alice F. Hayman

Accepted for:
UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
BONNEVILLE POWER ADMINISTRATION

By: Mark M Nelson
Head, Title Section
Branch of Land

Date March 7, 1974

UNITED STATES GOVERNMENT

Memorandum

Your Ref: ELMC 2/19/76
SAnderson

DATE : March 16, 1976

In reply refer to : ETID

TO : Margaret M. Kageler, Head
Title & Land Management Section - ELM

FROM : D. L. Muma, Acting Head
Right-of-Way & Cadastral Unit - ETID

SUBJECT: Legal Description for Water Pipeline Easement - Daniel H. Hayman et ux, Owners - Wendson Substation Site

A legal description for the subject easement is enclosed.

Exhibit "A" referenced in the description is submitted as an ozalid transparency and four prints. Since it is impossible to show the 5-foot easement width without gross exaggeration, the stationing and bearing nomenclature has been block highlighted.

All files furnished for preparation of the description are herewith returned.

D L Muma

JRSink:bb

9 Enclosures
Description (1)
Exhibits (5)
Files (3)

cc:
Official File - ET

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

WATER PIPELINE EASEMENT

Part of Tracts Wendson Substation Site,

Parcel C and North Corridor

A strip of land in the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, containing 0.07 acre, more or less; being a portion of the fee title right-of-way for that part of the United States of America Bonneville Power Administration's Wendson Substation Site which is comprised of the following referenced tracts recorded in the deed records of said county:

Tract	Recorded/Date	Reel	Recorders No.
Parcel C	1/31/73	623R	73-4435
North Corridor	6/29/70	485	

The water pipeline is located on the ground having an easement 5 feet wide, the boundaries of which lie 2.5 feet on each side of the following described line:

> Commencing at a point in above designated Parcel C, at pipeline survey station 1+00 which is north 1378 feet and west 1244 feet from the east quarter corner of said Section 16. This corner is evidenced by a Sandstone corner monument. Thence S.29°50'E., 71 feet to station 1+71; thence S.43°23'E., 103 feet to station 2+74; thence S.25°39'E., 103 feet to station 3+77; thence S.42°31'E., 155 feet to station 5+32; thence S.47°58'E., 170 feet to station 7+02± on the east boundary of the North Corridor tract which is north 921 feet and west 864 feet from the said east quarter corner of Section 16.

The above described alignment is shown on BPA Drawing No. 146252 DTM-D hereto attached marked Exhibit "A" and by this reference made a part hereof.

All bearings used are referenced to the Oregon Coordinate System, South Zone.

Ack 1 of 1
3-16-76

February 19, 1976

EIMC

Don Munn, Right-of-Way Specialist
Branch of Transmission Design - ETID

Dorothy L. Sullivan, Acting Head
Title & Land Management Section - EIMC

Legal Description for Water Pipeline Easement - Daniel H. Hayman et ux, Owners - Wendson Substation Site

Please prepare a legal description covering the portion of the above owner's water line located on the Wendson Substation Site, as per conversation with John Sink February 18. Note Water Pipeline Easement from International Paper Co. to Daniel H. and Alice F. Hayman, and also our letter to the Hayman's dated April 8, 1974, in Temporary Blue Label Disposal File.

/s/ Dorothy L. Sullivan

3 Enclosures
Wendson SS & Corr. (General)
Wendson SS Site
Temp. Blue Label Disposal File

SAnderson:fvb

cc:
Official File - EIMA
Circ. File - EL

INTERNATIONAL PAPER COMPANY
LONG-BELL DIVISION
BOX 579, LONGVIEW, WASHINGTON 98632, PHONE (206) 423-2110

OFFICIAL FILE COPY
No. Date
FEB 3 1975
Referred To:
Action Taken:
☐ ANS. ☐ NO REPLY
By Date

January 31, 1975

ELH

Mr. Otto Kassner
Bonneville Power Administration
P. O. Box 3621
Portland, Oregon 97208

Dear Mr. Kassner:

As requested by telephone this date, enclosed is copy of Water Pipeline Easement, dated April 28, 1972, from International Paper Company to Daniel H. Hayman and Alice F. Hayman, husband and wife.

Very truly yours,

R. A. Green

R. A. Green, Manager
Property and Taxes

RAG:el
Enclosure

No. 7016

WATER PIPELINE EASEMENT

Reel 593R

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, herein called "Grantor," in consideration of One Dollar ($1) and other good and valuable consideration, does hereby GRANT unto DANIEL H. HAYMAN and ALICE F. HAYMAN, husband and wife, herein called "Grantees," for a period of Twenty-five (25) years, an easement upon, over and across the following described lands situated in the County of Lane, State of Oregon:

A portion of the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section Sixteen (16) in Towaship Eighteen (18) South of Range Eleven (11) West of the Willamette Meridian, said easement being Five (5) feet in width, the center line of which is described as follows and shown on the plat hereto attached marked Exhibit "A" and by this reference made a part hereof:

Beginning at a point on the East line of Section 16, said point being North 2° 30' 30" East 696 feet from the Quarter Corner thereof; thence North 31° 25' West 109 feet; thence North 44° 36' West 135 feet; thence North 57° 35' West 102 feet; thence North 61° 10' West 75 feet; thence North 46° 57' West 34 feet; thence North 10° 20' West 18 feet; thence South 88° 46' West 22 feet; thence South 39° 07' West 29 feet; thence South 54° 08' West 43 feet; thence South 67° 32' West 50 feet; thence South 63° 33' West 100 feet; thence South 64° 47' West 78 feet; thence South 80° 06' West 54 feet; thence North 84° 36' West 42 feet; thence North 87° 56' West 102 feet; thence North 65° 17' West 26 feet; thence North 56° 10' West 72 feet to a point on the East line of Bonneville Power Administration Right of Way in the Northwest Quarter of the Southeast Quarter of the Northeast Quarter (NW¼SE¼NE¼) of Section 16, Township 18 South of Range 11 West of the Willamette Meridian.

for the following uses and purposes and upon the following terms and conditions:

1. Grantees shall have the right to enter upon the land above described and to construct, install, repair, maintain and use thereon, and to remove therefrom, a water pipeline for the purpose of transporting water for domestic uses.

2. Grantees agree to reimburse Grantor for any damage to Grantor's property caused by or arising out of the exercise by Grantees of any of their rights hereunder.

3. Grantees agree to indemnify and save harmless the Grantor against all claims and liabilities asserted by third parties, including all costs and expenses incurred in connection therewith, resulting directly or indirectly

LAND DEPARTMENT
FILE COPY
D5-710R

AHF
10/3
1-21-75

from Grantees' exercise of any of their rights hereunder.

4. By acceptance of this easement Grantees agree that Grantor shall not be liable for any damage to Grantees' pipeline or other installations caused by logging operations on or other use of Grantor's land. Grantees shall take all precautions to avoid injury to growing trees on Grantor's land and shall be liable for any such injury.

5. All rights of Grantees hereunder shall cease upon nonuse of said pipeline for a period of one year, and in case of such nonuse Grantees shall deliver to Grantor a recordable instrument releasing all Grantees' rights hereunder and shall, at Grantor's request, remove said pipeline and other installations.

6. The provisions hereof shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument this 28TH day of APRIL, 1972.

INTERNATIONAL PAPER COMPANY

By Eliot H. Jenkins
General Manager
Long-Bell Division

ATTEST:

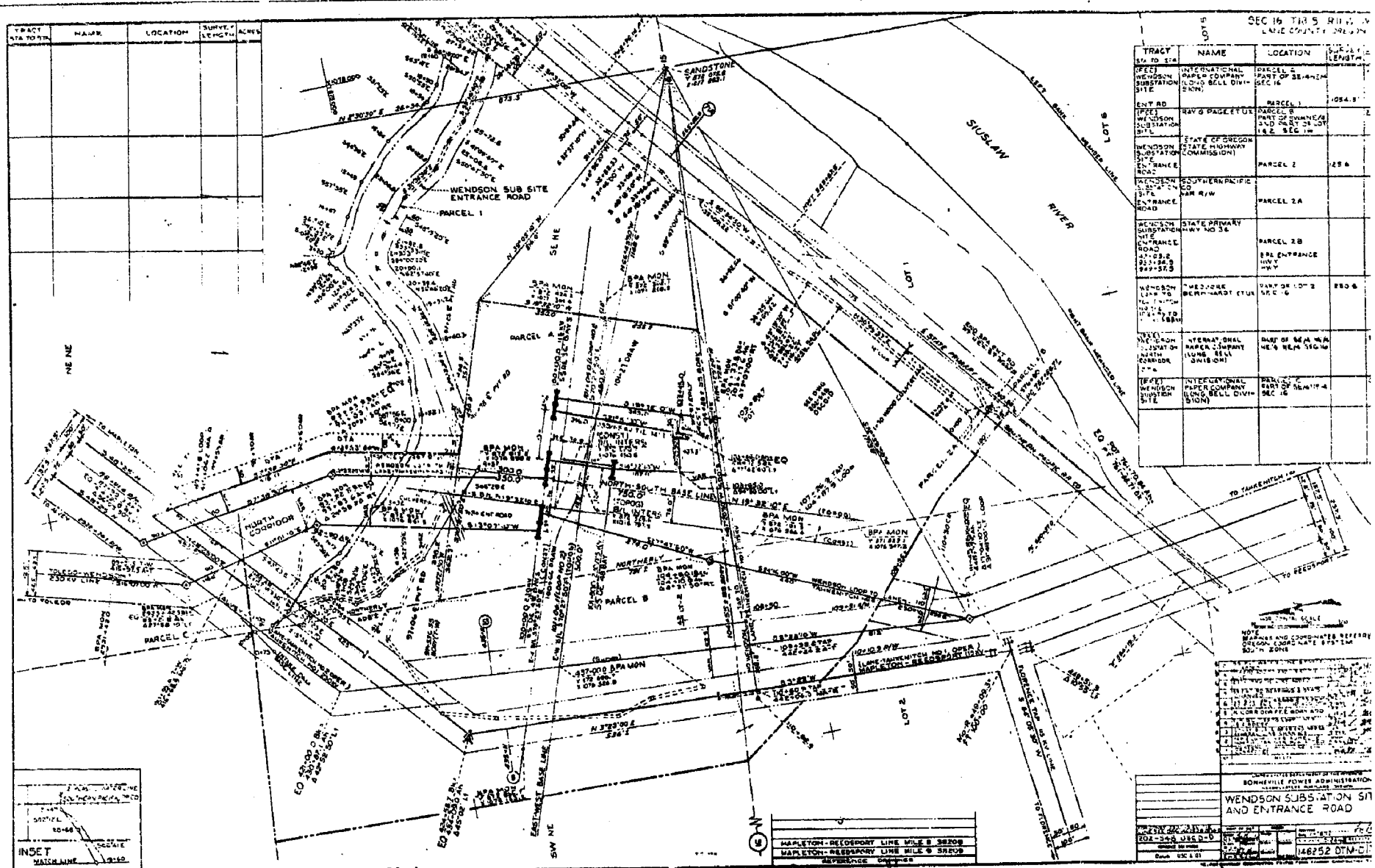
Assistant Secretary

STATE OF WAHSINGTON)
) ss.
County of Cowlitz)

On this 28 day of April, 1972, before me personally appeared Eliot H. Jenkins, to me known to be the General Manager of the Long-Bell Division of International Paper Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at Longview.


SEC 16 T18 S R11 W
LANE COUNTY OREGON
TRACT STA TO STA
NAME
LOCATION
SURVEY LENGTH
ACRES
TRACT STA TO STA
NAME
LOCATION
SURVEY LENGTH
(FEE) WENDSON SUBSTATION SITE
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL A PART OF SE/4 NE/4 SEC 16
ENT RD
PARCEL 1
(FEE) WENDSON SUBSTATION SITE
RAY G PAGE ET UX
PARCEL B PART OF SW/4 NE/4 AND PART OF LOT 1 & 2 SEC 16
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE OF OREGON (STATE HIGHWAY COMMISSION)
PARCEL 2
WENDSON SUBSTATION SITE ENTRANCE ROAD
SOUTHERN PACIFIC CO VAR R/W
PARCEL 2A
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE PRIMARY HWY NO 36
PARCEL 2B
BPA ENTRANCE HWY HWY
WENDSON LOOP TO
THEODORE BERNHARDT ET UX
PART OF LOT 2 SEC 16
(FEE) WENDSON SUBSTATION NORTH CORRIDOR
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PART OF SE/4 NE/4 NE/4 NE/4 SEC 16
(FEE) WENDSON SUBSTATION SITE
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL C PART OF SE/4 NE/4 SEC 16
SANDSTONE
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1
PARCEL A
PARCEL B
PARCEL C
NORTH CORRIDOR
NORTH-SOUTH BASE LINE
EAST-WEST BASE LINE
SIUSLAW RIVER
LEFT BANK MEANDER LINE
LOT 1
LOT 2
LOT 5
LOT 6
NE NE
SE NE
SW NE
TO TAHKENITCH
TO REEDSPORT
TO FLORENCE
TO MAPLETON
TO TOLEDO
INSET
MATCH LINE
MAPLETON-REEDSPORT LINE MILE 8 38209
MAPLETON-REEDSPORT LINE MILE 9 38209
REFERENCE DRAWINGS
BONNEVILLE POWER ADMINISTRATION
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
202-548 USC D-0
146252 DTM-D

MM 3 of 3

ELF

April 8, 1974

Wendson SS Site & Corridor

Mr. and Mrs. Daniel H. Hayman

Florence, Oregon 97439

Dear Mr. and Mrs. Hayman:

We enclose herewith United States Treasurer's Check No. 64,433,405 drawn to your order in the amount of $2,000.00, in accordance with the terms of the Release executed by you on March 5, 1974.

Please contact Keith D. Monson the Wendson Substation Operator and arrange with him for your placing a lock on the entrance gate in conjunction with ours. His phone number is 997-8712. The mailing address is the Bonneville Power Administration, Star Route 2, Box 695, Florence, Oregon 97439.

After you have completed the structure for impounding the water and laid the water lines that are located on the Government's property, we shall prepare an easement giving you the right to operate and maintain the said water system. The easement shall also define the right of ingress and egress. To accomplish this, we would appreciate it if you would notify us when you have completed the installation of the water line and the impoundment structure.

Sincerely,

Enclosures:
Check & Voucher

Max L. McMillin
Head, Title Section

OKassner:hr for pmp

cc:
Official Files - ELA1C
Circ. File - EL
BPackwood

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

FILE NO. WENDSON SUBSTATION SITE

LAND OBLIGATION NOTIFICATION

DATE March 29 1974

TO : BRANCH OF FINANCE & ACCOUNTS

FROM: BRANCH OF LAND

REQUEST IS MADE FOR OBLIGATION IN FAVOR OF Daniel H. Hayman et ux

REQUEST IS MADE FOR ☐ INCREASE IN ☐ CANCELLATION OF OBLIGATION DATED _____

IN FAVOR OF _____

REASON _____

Conveyances Examiner (Signed)

DESCRIPTION	ORG	OBJ	ACCT	W.O.	LOCATION	AMOUNT
EN4590	ELX	32	11740	134-24		$2,000.00

DISBURSEMENT VOUCHER
U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621, PORTLAND, OREGON 97208

PREP DATE 3-29-74

VOUCHER NO. 4M16555

SCH NO.

AMOUNT $ 2,000.00

EXAM/AUD BY pmp

PAYEE Daniel H. Hayman and Alice F. Hayman

APPROP: 14 x 0326

CONTRACT OR PURCHASE ORDER

PARTIAL PAYMENT NUMBER

PAYMENT DATA		REMARKS
GROSS AMOUNT	$	
DEDUCTIONS:		
Discount		
Retained percentage		
Corrections (explain below)		
Other		
NET AMOUNT TO BE PAID	$	

STATEMENTS

To pay for Release for Water System in accordance with evidence in land file "Wendson Substation Site & Corridor".

APR

ACCOUNT CLASSIFICATION

ORG (13–16)	OBJ (17–18)	ACCT (19–23)	W.O. (24–29)	LOCATION (30–35)	WDFO (36–39)	PURCHASE ORDER NO. (45–50)	RECEIVING REPORT NO. (51–56)	MISCELLANEOUS DESCRIPTION (57–69)	AMOUNT (70–80)
ELX	32	11740	134-24			EN4590			

INTERIOR—BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 360 Rev. July 1972

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

VOUCHER CERTIFICATE

TRACT NO. WENDSON SS SITE & CORRIDOR

CONTRACT PRICE ..... $ 2000 00

FOR: Release for Water System

LIST OF CHECKS TO BE ISSUED:

DESCRIPTION	NAME OF PAYEE	AMOUNT
	DANIEL H. HAYMAN ALICE F HAYMAN	2000 00

TOTAL DISBURSEMENTS ON THIS VOUCHER ..... $ 2000 00

Head, Title Section

CERTIFICATE:

(I) (We), the undersigned, grantor(s) in the instrument described above, hereby authorize the disbursements above shown.

DATED this 5th day of MARCH, 19 7X

Daniel Hayman
Daniel Hayman

Alice Hayman
Alice Hayman

BPA 404
Rev. Nov. 1970

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

UNITED STATES GOVERNMENT

Memorandum

DATE : March 7, 1974

In reply refer to : ELH

TO : Thomas Kornelis
Chief, Branch of Land - EL

FROM : Charles N. Wait
Head, Acquisition Section - ELH

SUBJECT: Daniel H. Hayman, Private Water System, Wendson SS

On March 5, 1974, BPA obtained a document signed by Daniel H. Hayman and Alice F. Hayman relieving the Government from its obligation to construct a dam for impounding water for domestic uses along with laying and maintaining approximately 570 feet of 1½" plastic pipe. The lump sum payment agreed to is $2,000.

Mr. Hayman will construct the impoundment and place the 570 feet of pipe line at approximately the same location as shown on the Wendson Substation Site and Entrance Road Drawing No. 146252-DTM-D, Rev. 13. In addition, BPA has agreed to give Mr. Hayman an easement for the water system after he completes it, along with ingress and egress over the Wendson Substation entrance road. Mr. Hayman will also be permitted to place his lock in conjunction with BPA's on the entrance gate so that he will be able to maintain the water system.

Charles N. Wait

OAE Kassner:me

cc:
Circulating File - EI
Official File - ELA-10
J. L. Bloodworth - EA
N. Drulard - ESI
J. H. Alberthal - CP

U. S. DEPARTMENT OF THE INTERIOR – BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND

OPTION SECURED REPORT

Tract No. Wendson SS Date 3-5-74

NAME Daniel H Hayman ; Alice F Hayman H/W

ADDRESS Florence, Oregon 97439

NAME

ADDRESS

LOCATION OF LAND Sec 16, T18S, R11WNM, Lane County Oregon

~~Option secured.~~ Remarks Release secured in amount of $2000

1. Was option read to grantors? Release read to and by Haymans.
2. With whom was copy of option left? Haymans – To send fully executed copy.
3. What date payment promised? Not promised – ASAP so he can do the work –
4. What type of structures and guys and anchors were discussed? NA
5. What stations were given for structure locations? NA
6. Is domestic water supply involved? Comment: This is full payment for damaged domestic water supply system.
7. What was said relative to danger trees and clearing of right of way? NA
Release relieves BPA from obligation to construct a impoundment area, intake and lay about 570 ft of plastic pipe. Also BPA has no obligation to maintain system – BPA to grant Hayman easement for water system on Wendson SS land – also Hayman can put lock on gate at SS entrance
8. When and where can grantors be seen? Call at 997-3949 – Home during evening. After 1 May call at Midway Dock 997-3031 –
9. What papers other than copy of option were left? Release, Voucher Cert.

For further comment use reverse side and refer to corresponding item by number.
Use reverse if option not secured.

Otto Rasmer
LAND BUYER

BPA 397
Rev. Aug. 1963

1 of 5

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. Wendson SS Date 3-5-74

NAME Daniel H. Hayman 997-3949

ADDRESS Florence Oregon

NAME

ADDRESS

LOCATION OF LAND Lane County Oregon

~~Option not secured~~: Remarks On 3-3-74 I called Mr Hayman at his home in Florence, Oregon. Set up an appointment to meet with him on 3-5-74 at 6:30 PM to discuss his private water system that crosses our Wendson SS (503) land.

3-4-74 - Called Neil Kreuff in substation design and asked if he or some one from the section would like to accompany me to Florence Oregon on 3-5-74 when I would discuss the said water system with Hayman. I also asked that I be provided an estimate of cost for the construction of an impoundment area, intake and pipe line as shown on drawing # 216505 - Dsm-D, Wendson substation water supply to Mid way Mobile Court. Later in the day Mr Kreuff indicated he would accompany me to Florence, Oregon. He also provided me a cost estimate for the work required as shown on drawing. The cost estimate was $1800.00 and could go as high as $2500.

3-5-74 - Neil Kreuff and I meet with Mr and Mrs Hayman at the appointed time (6:30 PM). I discussed with them our proposed method of resolving the problem of providing them a source of water for their trailer court. I informed them that BPA proposed to pay them a lump sum of money to construct a impoundment, intake and extend a pipe line to connect with his newly laid water line that is located

Tentative follow-up date _____

_____
LAND BUYER

Complete reverse if option secured.

1

245 3-5-74

INTERIOR - BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. _____ Date _____

NAME .....

ADDRESS .....

NAME .....

ADDRESS .....

LOCATION OF LAND .....

~~Option not secured~~: Remarks Southerly of tower 4/5 on the Wendson Loop to Lane - Tahkenitch No. 2. In addition, the Hayman would release the Government from its obligations as contained in the Property Damage Claim - Release Settlement Voucher dated 7/10/72 and a Licensa, Contract No. 14-03-39529 dated 8/24/72. We discussed the obligations between us @ the Property Damage Claim - Release Settlement Voucher which states that in addition to the payment of 975.00 to lay a plastic water line from his property to a point near tower 4/5 referred to above BPA agreed to (1) "Construct a water line from a new intake point on the BPA property to a point on the east line of the north corridor of the substation site where Mr. Hayman will be permitted to connect his new line, and (2) BPA will grant to Mr. Hayman the right to use the BPA access road for the purpose of maintaining this line." (2) Licensee will use and maintain said water line of the Licensor until such time as Licensor begins to use it, at which time Licensor will assume the maintenance of said line." Mr. and Mrs. Hayman understood that if they signed a release for a lump sum of they would construct a impoundment and intake along with approx 570' of pipe line and relieve the Government of any responsibility for construction or maintenance of said water line.

Tentative follow-up date _____

_____
LAND BUYER

Complete reverse if option secured.

3075 3-5-74

2

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. _____ Date _____

NAME .....

ADDRESS .....

NAME .....

ADDRESS .....

LOCATION OF LAND .....

~~Option not secured~~: Remarks We then discussed the amount of money they thought it would take to complete this said water system. We also used BPA drawing #216505 as a basis for discussion as to acreage. I referred to Mrs. Haymans verbal estimate of $2000 given to me on March 1, during our phone conversation, and asked if this was still a firm figure on their part. They both said such was the case. I then asked if they had obtained a written estimate as if they had attempted the cost to do the work on the water line. Mr. Hayman said no but he had obtained enough data to make up the figure of $2000. If BPA wanted a itemized statement it may at most take 2-3 weeks. I told them I didn't think we should go through that again. I would like to reach a settlement now. Then both parties would know where they stand and what their separate responsibilities are. I also cautioned Mr. Hayman that we could not pay for all the added requirements being imposed on him by the Oregon DEQ - but we want to make him whole. I told the Haymans that I had an estimate for the work (as shown on the drawing referred to above) of $1800. However if they were willing to sign a release in the amount of $2000 then would be satisfactory and I would take such figure to

Tentative follow-up date _____ _____

LAND BUYER

Complete reverse if option secured.

4/75
3-5-74

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 397
Reverse side

REPORT OF LAND BUYER'S CONTACT

Tract No. _____ Date _____

NAME .....

ADDRESS .....

NAME .....

ADDRESS .....

LOCATION OF LAND .....

~~Option not secured~~: Remarks The office upon making acceptance Both Haymans signed the release and the Voucher Certificate. It was further agreed that Mr Haymen, in order to maintain the water system, would be allowed to place a lock on our gate at the entrance to the substation. After the water system is completed sometime in May 74, BPA would prepare a suitable easement covering the water system on BPA's property, such easement would have a reverter clause in case water system were abandoned.

The meeting was cordial and it resolved a problem of long standing.

3-6-74 - Neil Kierulff agreed to provide me a formal cost estimate based on drawing #216535-DSD-D. I have also ordered maps of SS site to be attached to a memo to be prepared for CNW signature along with other pertinent data.

5/5
3-5-74 Tentative follow-up date _____

LAND BUYER

Complete reverse if option secured.

4

Include the following in our letter to Mr Haymon -

Please contact Keith D Monson, the Wendson Subdistrict operator and arrange with him your placing a lock on the entrance gate in conjunction with ours. His phone number is 997-8712. The mailing address is the Bonneville Power Administration, Star Rt 2, Box 645, Florence, Oregon 97439.

After you have completed the structure for impounding the water and laid the water line that are located the Government property, we shall prepare an easement giving you the right to operate and maintain the said water system. The easement shall also define the right of ingress and egress. To accomplish this we would appreciate it if you would notify us when you have completed the installation of the water line and the impoundment structure.

Helen: Go ahead & send the check but include the foregoing in the transmittal letter.

3-2-74

3-1-74 mdk

ESTIMATE FOR DAM & WATER LINE TO MIDWAY TRAILER COURT.

DWG # 216505-D501-D

REDWOOD PLANKS	$ 50	
" 2x4	25	
ROCK	100	
4" PIPE, VALVE & PLASTIC	200	
FENCE	50	
MISCELLANEOUS	75	
LABOR 7MD @ $80/MD	560	
SUBTOTAL FOR DAM		1060
1½" PE PIPE	300	
LABOR 2 MD	160	
		460
		$ 1520
20% OVERHEAD		300
		$ 1820

UNITED STATES GOVERNMENT

Memorandum

DATE : March 1, 1974

In reply refer to : ELH

TO : Paul G. Graham
Assistant Chief, Branch of Land - EL

FROM : Otto A. E. Kassner
Realty Officer - ELH

SUBJECT: ~~David~~ Hayman; Private Water System; Wendson Substation

In response to a request from C. N. Wait, I prepared a chronological history on our problems with the subject private water line. (See Paul Graham's memo of January 16, 1974).

On 2-12-74 this case was discussed with Thomas Kornelis. Conclusion was that BPA should contact Mr. Hayman for the purpose of settling the problem of supplying a water source. A release form was to be used to accomplish this settlement. Mr. Max McMillin was requested to prepare a suitable release.

On 2-12-74, I called the Hayman's home and talked to Mrs. Hayman. I requested that she call me collect so I could set up a meeting with her and her husband to discuss the water problem. Mrs. Hayman was to call me during the week of February 17 to 23.

On 2-26-74 Paul Graham asked if progress on this matter was satisfactory and I was asked to respond.

This morning Mrs. Hayman called and provided me a figure for completing the water system. The figure given was $2,000. I asked that she call me this weekend at home and let me know when I could meet with them to discuss a settlement. Mrs. Hayman did say that she did not know how her husband could construct the water system because of his work schedule. I suggested that maybe the figure given was to have the work done. She thought that this was possible. Shall await Mrs. Hayman's call for date of meeting.

Called Carlyle Brown to find out what his concerns were since I could not make out the note on the telephone call slip by Graham. Talked to R. L. Perlas and he said that Brown was concerned about Mr. Wendell Wait who takes water from this system. I don't know if Max McMillin considered this problem when he prepared the Release that we would have Hayman sign.

Called Eugene Anderson, Substation Design, and asked about construction costs. The substation contractor had submitted a bid to construct that

Memo to Paul G. Graham - EL; David Hayman, Private Water System, Wendson Substation

portion of the water system that was BPA's responsibility for approximately $6,500. That was for concrete catch basin and intake along with a buried pipe line to a point to connect with Hayman's system. Asked Anderson or whomever he designated to provide me some estimate cost figures to use in reaching a settlement with Hayman.

Otto A E Kassner

O Kassner:es

info by to D. Bloodworth 3/4/74 RS

3-1-74
2 of 2

UNITED STATES GOVERNMENT

M. M. Millin - ELP

Memorandum

UNITED STATES DEPARTMENT OF THE INTERIOR
BPA
BONNEVILLE POWER ADMINISTRATION

File
MKM

DATE : January 16, 1974

In reply refer to : EL

TO : Charles N. Wait
Head, Acquisition Section - ELH

FROM : Paul G. Graham
Assistant Chief, Branch of Land - EL

SUBJECT: Wendson Substation--Private Water System--David Hayman

It appears that we have made some commitment to further restore Mr. Hayman's water supply system. The record shows we paid for a new pipeline to replace the one damaged during construction of the substation access road. However, due to BPA's activities of some nature it is reported that we have caused the stream water source to carry an unusually large amount of silt so that a dam and settling pond are now required to assure Mr. Hayman a suitable water supply. This BPA causative activity should be verified and documented as a basis for further action.

The damage claim and settlement voucher seem to commit BPA to the construction of an additional water line. The signing of this settlement voucher was followed by a license agreement (5 years) which grants Mr. Hayman the right to use an existing water line within the substation site. It is Mr. McMillin's view that the release clause in this license agreement has no effect since BPA did not build the water intake system contemplated at the time the agreement was executed. Furthermore, BPA has abandoned its plan to build a water intake system and is proceeding with the drilling of a well for the substation.

In order to bring this situation into proper perspective a complete historical summary of the case should be prepared citing pertinent evidence, discussions, and commitments. All documents and correspondence should be reviewed and those persons involved in the negotiations and discussions prior to this date should be interviewed. This summary should include dates, names, and events; a conclusion of BPA's present responsibility; and a recommendation for completing required actions (together with a citation of the authority for such action).

I recommend you have a draft of this status paper prepared. After tentative approval by Max McMillin and Dick Schaefer, it should be

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 1100 Mar. 1971

Memo to Charles Wait - ELH, Subj: Wendson Substation--Private Water System--David Hayman

presented to the Chief, Branch of Land for his review. After the draft is approved, a final summary and recommended action paper should be prepared. It will be necessary to obtain the concurrence of Messrs. Lofgren, Drulard, and McMillin before presenting it for final approval by the Chief, Branch of Land.

Because of the demands of his present position, Mr. Schaefer is not available to complete negotiations with Mr. Hayman although I am sure he will be available for consultation.

We should move on this matter without further delay. I suggest the first draft of the "status paper" be completed by February 23; the final paper written and approved by March 1; and negotiations, if required, commence no later than March 15, 1974. Please advise if this schedule is satisfactory or if there are problems I have overlooked.

Paul G. Graham

PG Graham:mit

cc:
J. Bloodworth - EA
T. Kornelis - EL
N. Drulard - ESI
D. Lofgren - XORS
M. McMillin - ELF
D. Schaefer - OHT
Official File - ELA-10
Circulating File - EL

1-16-74

292

Permit No. 24410

*APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Oregon

I, Edwin J. Lyons (Name of applicant)

of Rt. 1, West 6th. Street., Junction City, (Mailing address),

State of Oregon, do hereby make application for a permit to appropriate the following described public waters of the State of Oregon, SUBJECT TO EXISTING RIGHTS:

If the applicant is a corporation, give date and place of incorporation no

1. The source of the proposed appropriation is un-named SPRING (Name of stream), a tributary of Siuslaw River

2. The amount of water which the applicant intends to apply to beneficial use is 0.08 cubic feet per second. (If water is to be used from more than one source, give quantity from each)

**3. The use to which the water is to be applied is domestic - Trailer Court (Irrigation, power, mining, manufacturing, domestic supplies, etc.)
Figuring average of 8 trailer spaces & wash room.

4. The point of diversion is located 1570 ft. N. (N. or S.) and - ft. - (E. or W.) from the 1/4 Sec. corner of between sec 16 & 21 of sec. 16 & sec 21 TW 18, S.R. 11, WWM Lane County (Section or subdivision)

(If preferable, give distance and bearing to section corner)

(If there is more than one point of diversion, each must be described. Use separate sheet if necessary)

being within the N.W. 1/4 of S.E. 1/4 (Give smallest legal subdivision) of Sec. 16, Tp. 18 (N. or S.), R. 11 (E. or W.), W. M., in the county of Lane

5. The pipe line (Main ditch, canal or pipe line) to be 1720 Ft. (Miles or feet) in length, terminating in the N.E. 1/4 N.W. 1/4 (Smallest legal subdivision) of Sec. 21, Tp. 18 S (N. or S.), R. 11 WWM (E. or W.), W. M., the proposed location being shown throughout on the accompanying map.

DESCRIPTION OF WORKS

Diversion Works—

6. (a) Height of dam 32 inches feet, length on top 6 x 4 ft. feet, length at bottom 6 x 4 ft. feet; material to be used and character of construction 2 x 12 (Loose rock, concrete, masonry, rock and brush, timber crib, etc., wasteway over or around dam) lumber

(b) Description of headgate lumber 1 1.2 pipe (Timber, concrete, etc., number and size of openings) into box

(c) If water is to be pumped give general description gravity (Size and type of pump) none (Size and type of engine or motor to be used, total head water is to be lifted, etc.)

*A different form of application is provided where storage works are contemplated.

**Application for permits to appropriate water for the generation of electricity, with the exception of municipalities, must be made to the Hydroelectric Commission. Either of the above forms may be secured, without cost, together with instructions by addressing the State Engineer, Salem, Oregon.

24410

Canal System or Pipe Line— pipe line

7. (a) Give dimensions at each point of canal where materially changed in size, stating miles from headgate. At headgate: width on top (at water line) 4 ft. feet; width on bottom 4 ft. feet; depth of water 32 inches feet; grade 25 % feet fall per one thousand feet.

(b) At appro. 1120 ft. miles from headgate: width on top (at water line) 4 ft. feet; width on bottom 4 ft. feet; depth of water 32 inches feet; grade 25 % feet fall per one thousand feet.

(c) Length of pipe, 600 ft. ft.; size at intake, 1 1/2 in.; size at box 1 1/2 in. from intake - in.; size at place of use 1 1/4 inch in.; difference in elevation between intake and place of use 300 ft. level ft. Is grade uniform? yes for 700 ft. Estimated capacity, 800 Gal. per hr. sec. ft.

8. Location of area to be irrigated, or place of use 6 1/2 miles East of Florence

Township North or South	Range E. or W. of Willamette Meridian	Section	Forty-acre Tract	Number Acres To Be Irrigated
18S	11W.	21	N.E. 1/4 N.W. 1/4	DOMESTIC

(If more space required, attach separate sheet)

(a) Character of soil -

(b) Kind of crops raised none

Power or Mining Purposes—

9. (a) Total amount of power to be developed none theoretical horsepower.

(b) Quantity of water to be used for power none sec. ft.

(c) Total fall to be utilized - (Head) feet.

(d) The nature of the works by means of which the power is to be developed -

(e) Such works to be located in - (Legal subdivision) of Sec. -, Tp. - (No. N. or S.), R. - (No. E. or W.), W. M.

(f) Is water to be returned to any stream? no (Yes or No)

(g) If so, name stream and locate point of return none

-, Sec. -, Tp. - (No. N. or S.), R. - (No. E. or W.), W. M.

(h) The use to which power is to be applied is none

(i) The nature of the works to be served none

Municipal or Domestic S[illegible]y— 24410

10. (a) To supply the city of none

- County, having a present population of -
(Name of)

and an estimated population of - in 19

(b) If for domestic use state number of families to be supplied average 6 to 8 people

(Answer questions 11, 12, 13, and 14 in all cases)

11. Estimated cost of proposed works, $ 600 dollars

12. Construction work will begin on or before June 20 - 1956

13. Construction work will be completed on or before July 1st.- 1956

14. The water will be completely applied to the proposed use on or before July 10th.-1956.

Edwin J. Lyons
(Signature of applicant)

Remarks:

STATE OF OREGON,
County of Marion, } ss.

This is to certify that I have examined the foregoing application, together with the accompanying maps and data, and return the same for completion

In order to retain its priority, this application must be returned to the State Engineer, with corrections on or before October 15 September 17, 1956

WITNESS my hand this 14th 16th day of August July, 1956

By LEWIS A. STANLEY
STATE ENGINEER

Chris L. Wheeler, Assistant

gw

PERMIT

TATE OF OREGON, }
County of Marion, } ss.

This is to certify that I have examined the foregoing application and do hereby grant the same, UBJECT TO EXISTING RIGHTS and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use id shall not exceed 0.03 cubic feet per second measured at the point of diversion from the ream, or its equivalent in case of rotation with other water users, from a spring

The use to which this water is to be applied is domestic use in trailer court

If for irrigation, this appropriation shall be limited to - - - - - - of one cubic foot per cond or its equivalent for each acre irrigated

nd shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is June 13, 1956

Actual construction work shall begin on or before October 24, 1957 and shall hereafter be prosecuted with reasonable diligence and be completed on or before October 1, 19 58.

Complete application of the water to the proposed use shall be made on or before October 1, 19 59.

WITNESS my hand this 24th day of October, 19 56.

Lewis A. Stanley
STATE ENGINEER

Application No. 30244

Permit No. 24410

PERMIT
TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF OREGON

This instrument was first received in the office of the State Engineer at Salem, Oregon, on the 13th day of June, 1956, at 2 o'clock P. M.

Returned to applicant: July 16, 1956

Approved: October 24, 1956

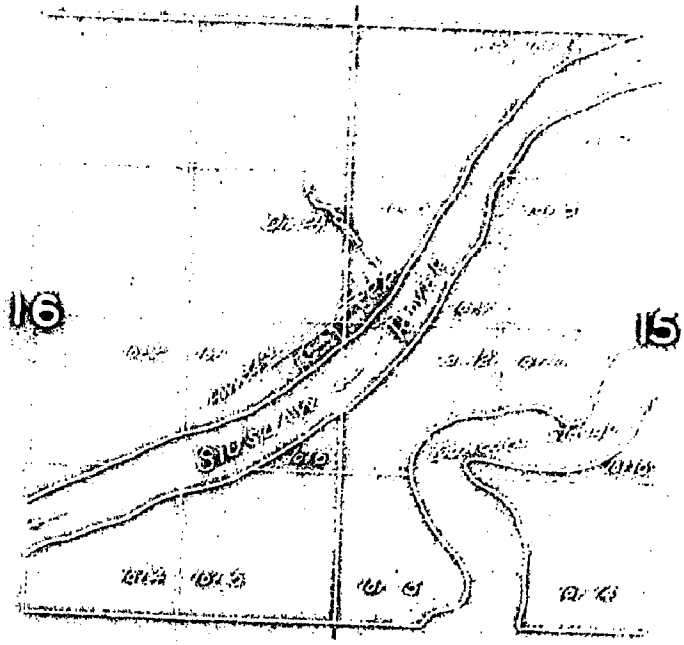
Recorded in book No. 65 of Permits on page 24410

LEWIS A. STANLEY
STATE ENGINEER

18-26 D

State Printing

T.18S. R.11W.W.M.



FINAL PROOF SURVEY

Permit 24410
5 of 5

Daniel H. Hayman
Florence Oregon 97439

Is this in file?

RECEIPT FOR CERTIFIED MAIL—30¢ (plus postage)

No. 844742

SENT TO Daniel H. Hayman	POSTMARK OR DATE
STREET AND NO. Florence, OR 97439	
P.O., STATE AND ZIP CODE	
OPTIONAL SERVICES FOR ADDITIONAL FEES	
RETURN RECEIPT SERVICES ▶ 1. Shows to whom and date delivered ..... 10¢ With delivery to addressee only ..... 60¢ 2. Shows to whom, date and where delivered .. 35¢ With delivery to addressee only ..... 85¢	
DELIVER TO ADDRESSEE ONLY ..... 50¢	
SPECIAL DELIVERY (2 pounds or less) ..... 30¢	

POD Form 3800
Sep 1968

**NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL**

(See other side)

Ad 10 1 to Permit 24410

11-11-71

U. S. DEPARTMENT OF THE INTERIOR - BONNEVILLE POWER ADMINISTRATION

RECORD OF LAND OWNER CONTACT

NAME OF LINE WENDSON SUBSTATION REPLACEMENT OF MIDWAY DOCK TRAILER COURT WATER SUPPLY SYSTEM W.O. 134-37

RESIDENT SURVEYOR

LAND OWNERS CONTACTED IN T 18 S R 11 W WM. LANE CO., ORE.

TEMPORARY REFERENCE NUMBER	OWNERS NAME AND ADDRESS	TOD NO.	DESCRIPTION SUBDIVISION	DESCRIPTION SEC	*PTS	ASSIGNMENT	DATE ASSIGNMENT MAILED	FOLLOW UP OR NO. 2	DATE TO DESIGN AND/OR CONDEMNATION	DATE OF PERMIT
1.	STATE OF OREGON STATE HIGHWAY COMMISSION SALEM, ORE. 97310	55-1 CHECKED & GOOD	TL-1100 IN LOT 6	15						
2.	INTERNATIONAL PAPER CO. LONG BELL DIV. LONGVIEW, WN.	163.1 CHECKED & GOOD	TL-700-501 IN SENE	16						
3.	RAY G. & BARBARA PAGE 7 FAIRVIEW PL. MILLBRAE, CAL	163.2	TL-600 (E½SWNE)	16	THIS TRACT IS NOW OWNED BY BPA					

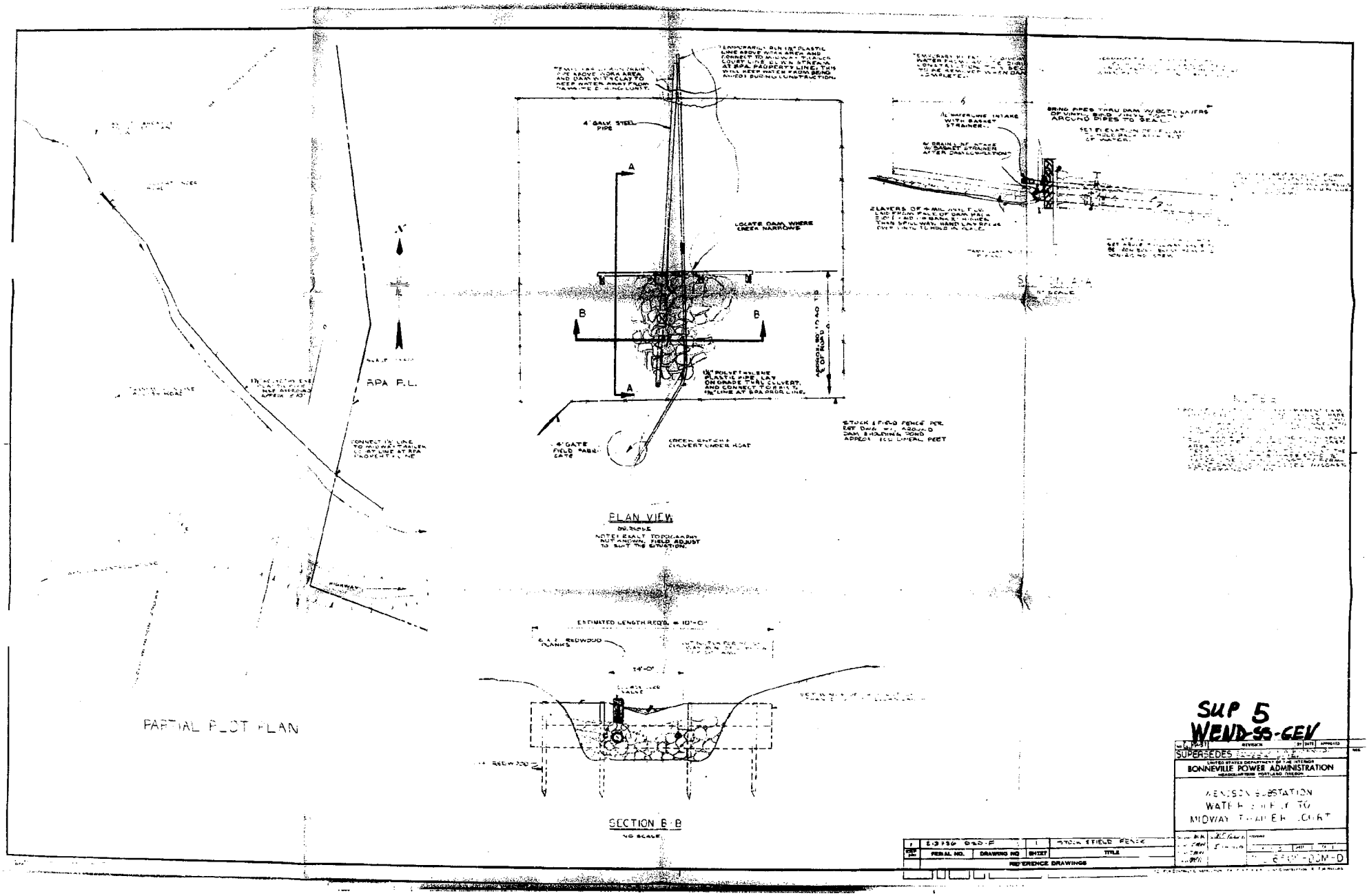
*PTS - PERMISSION TO SURVEY

Insert appropriate number under "PTS"

1. GRANTED BY OWNER
2. GRANTED BY TENANT
3. COMPANY
4. NOT GRANTED
5. MAIL
6. UNABLE TO LOCATE OWNER

(Use reverse side for REMARKS if additional space is required.)

BPA 344 C
Oct. 1967



PARTIAL PLOT PLAN
RPA P.L.
PLAN VIEW
NOTE: EXACT TOPOGRAPHY NOT KNOWN. FIELD ADJUST TO SUIT THE SITUATION.
4" GALV. STEEL PIPE
LOCATE DAM WHERE CREEK NARROWS
CREEK ENTER & CULVERT UNDER ROAD
STOCK & FIELD FENCE PER REF DWG. AROUND DAM & HOLDING POND APPROX. 100 LINEAL FEET
SECTION A-A
SECTION B-B
NO SCALE
ESTIMATED LENGTH REQ'D. = 10'-0"
SUP 5
WEND-SS-GEV
SUPERSEDES
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND OREGON
WENDSON SUBSTATION
WATER SUPPLY TO
MIDWAY TRAILER COURT
REFERENCE DRAWINGS

Date NOV 2 1 1986

TO: Chief, Records and Status Unit

SUBJECT: Tract No(s). Wendson Substation, Part of Parcel B, Part of Parcel C, Part of North Corridor

for
Easement rights/ maintenance and use of a water pipeline, appurtenant catch basin and intake equipment
have been granted to Mid River Corporation

on the above tract(s). Please make the necessary entries in the Land records. Replaces permit Contract No. 14-03-39529 to Daniel Hayman which terminated 8-24-77.

Sally Binninger

SABinninger:
Realty Assistant

all tracts
PD 10-30-86

WEND-55-NC
PB
PC

NOTE: Easement rights granted over fee-owned lands are coded as BPA "Grantor" permits and are posted in the LAND GRANT register.

The Mile in which the tract is located should be furnished as is done on BPA Grantor permits.

12-16-87
10-5-88
Case #87015
DEGB

8644643

Wendson Substation; Part of Parcel B, Part of Parcel C, and Part of North Corridor

EASEMENT

6037A001 11/05/86TGC 20.00
0005

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration (hereinafter called the "Grantor"), does hereby grant unto MID RIVER CORPORATION, (hereinafter called the "Grantee") its successors or assigns, a 5-foot-wide perpetual easement for maintenance and use of a water pipeline, appurtenant catch basin and intake equipment, and access to maintain this water system, over, upon, and across a portion of the Grantor's fee-owned Wendson Substation, North Corridor, Parcel B, and Parcel C, located in the SE¼NE¼ and SW¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon. The North Corridor was acquired by Warranty Deed and Transmission Line and Access Road Easement dated June 19, 1970, recorded June 29, 1970, under Auditor's File No. 10832, Deed Records of Lane County, Oregon. Parcel C was acquired by Warranty Deed and Access Road Easement dated January 25, 1973, recorded January 31, 1973 on Reel 623R under Auditor's File No. 73-4435, Deed Records of Lane County, Oregon. Parcel B was acquired by Warranty Deed dated April 11, 1970, recorded May 1, 1970, under Auditor's File No. 4625, Deed Records of Lane County, Oregon. The boundaries of the water pipeline lie 2.5 feet on each side of the following described line:

Commencing at a point in above designated Parcel C, at pipeline survey station 1+00 which is north 1378 feet and west 1244 feet from the east quarter corner of said Section 16. This corner is evidenced by a Sandstone corner monument; thence S.29°50'E., 71 feet to station 1+71; thence S.43°23'E., 103 feet to station 2+74; thence S.25°39'E., 103 feet to station 3+77; thence S.42°31'E., 155 feet to station 5+32; thence S.47°58'E., 170 feet to station 7+02± on the east boundary of the North Corridor tract which is north 921 feet and west 864 feet from the said east quarter corner of Section 16.

All bearings used are referenced to the Oregon Coordinate System, South Zone.

The above alignment for this easement is shown on segment of BPA Drawing No. 146252 DTM-D attached hereto as Exhibit A and by this reference made a part hereof.

Subject to any outstanding rights.

6040A001RFND11/05TGC -4.00
0005

Reserving unto the Grantor and its assigns the right to operate, rebuild, upgrade, and maintain existing electric transmission lines and to erect, operate, rebuild, upgrade, and maintain future transmission lines over, under, across, and upon the easement area, and also reserving the right of access to and along the fee-owned substation property.

193 10-30-86

Subject also to the following terms and conditions:

1. BPA shall be notified when any maintenance of this water system is scheduled.

2. Your activities in connection with this water system shall not interfere or block BPA's access to its property or facilities at any time.

3. This easement is granted for the use and maintenance of the private water system only. No other use of this property is permitted.

It is understood and agreed that the Grantee, its successors or assigns, shall be liable for any damage to the property of the Grantor including transmission lines and structures, arising out of or resulting from negligent acts of said Grantee, its employees, agents, or assigns acting within their authority in reconstruction or maintenance of said easement upon the property of the Grantor.

Should the rights acquired herein no longer be used or needed for waterline purposes or abandonment thereof, and upon written notice by the Grantor to the Grantee or its successors or assigns, all rights granted by this easement shall automatically terminate and the title thereto revest in the United States.

TO HAVE AND TO HOLD the above-described perpetual easement unto MID RIVER CORPORATION, its successors or assigns, forever.

The mutual benefits derived from this easement is consideration for such granting.

This conveyance is made pursuant to the Acts of August 20, 1937, (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962, (76 Stat. 1129, 40 U.S.C. § 319), and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of the easement will not be adverse to the interests of the United States.

Dated at Portland, Oregon, this 30 day of October, 1986.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Danny L. Peterson
acting Chief, Land Branch

2 of 3
10-30-86

Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North Corridor

8644643

Terms of Easement accepted this 7th day of Oct 1986.

Edward Rembert

Edward Rembert, President
Mid River Corporation

Kathy Rembert Secty.

Kathy Rembert, Secretary
Mid River Corporation

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me Barry A. Peterson, to me known to be the Acting Chief, Land Branch, Bonneville Power Administration, described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of October 1986.

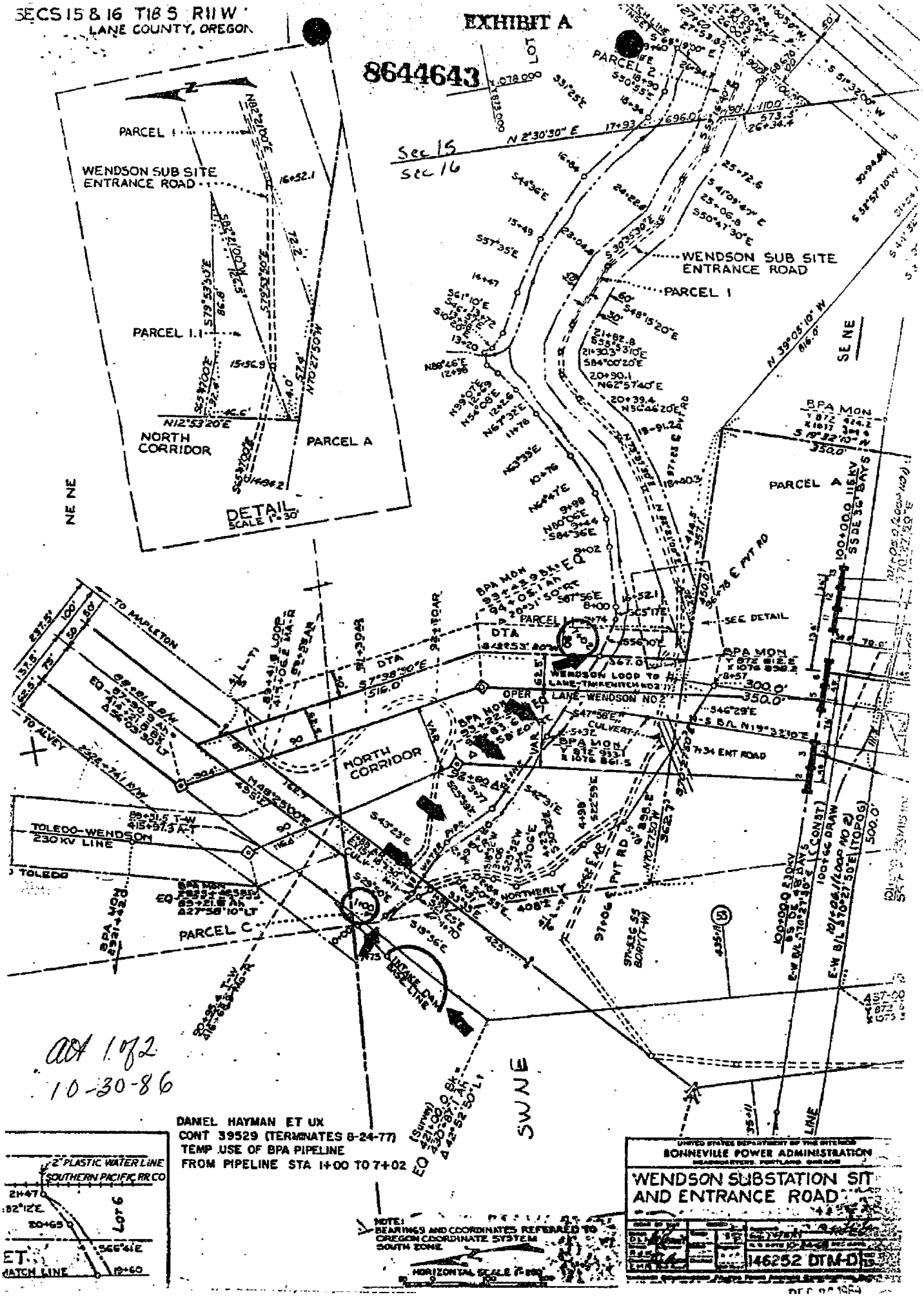
(SEAL)

Otto A. Kaesner

Notary Public for Oregon

My Commission Expires: 11-3-87

3 of 3
10-30-86
Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North Corridor



Att 1 of 2
10-30-86

8644643

AFTER RECORDING RETURN TO:
Bonneville Power Administration
EVLO
P.O. BOX 3621
PORTLAND, OR 97208-3621

State of Oregon,
County of Lane--ss.

I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

5 NOV 86 14: 28

Reel **1428R**

Lane County OFFICIAL Records.
Lane County Clerk

By: _____
Deputy

C 30-53

Ord 292
10-30-86

LAND USE No. ----------

Transmitted are copies of BPA Grantor

Easement

Wendson SS, Part of
P. B, Part of P. C
Tract No. Part of North Corridor

	Routing	Copies
Puget Sound Area Office	OST----------	2
Bill Graber (Aerial Patrol)	OSTV/Covington------	1
Lower Columbia Area Office	OPT----------	2
John Kohn (Aerial Patrol)	OC----------	1
Upper Columbia Area Office	OKT----------	3
Jim Jensen (Aerial Patrol)	BPA Hangar/Spokane--	1
Snake River Area Office	OWT----------	3
Joe Tayles (Aerial Patrol)	OWTR/Redmond--------	1
Surveying and Mapping Section	ETRT (Clendenon)--	1
Chief, Projects Engineering Branch	ETJC (Bordcosh)---	1
Chief, Substation Maintenance Branch	OHS----------	1

Power line crossing only: (over) (under) BPA's line

cc:
Official File - EVLI

Land Management Section
Division of Land Resources

SABinninger:jd NOV 21 1986

NOV 14 1986

EVLG
Wendson Substation, Part of Parcel B,
Part of Parcel C, and Part of
North Corridor

Mr. and Mrs. Edward Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

Enclosed is the easement Bonneville Power Administration has granted to Mid River Corporation for the maintenance and use of a water pipeline and appurtenant equipment.

The easement was recorded November 5, 1986, under Reel 1428R, Auditor's File No. 8644643, Deed Records of Lane County, Oregon.

Sincerely,

/s/ Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

Enclosure

SB SBinninger:jd:3293 (WP-EVLG-6840V)

cc:
Official File - EVLI

UNITED STATES
DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON 97208

Date: November 3, 1986

Title Guaranty Company
of Oregon
P.O. Box 10960
Eugene, OR 97440

Preliminary
Title No. N/A

Gentlemen:

Subject: Wendson Substation

It is requested that:

( ) 1. The enclosed deed be recorded; however, please do not record the deed if there has been an adverse change in title since the date of the preliminary policy.

(x) 2. The enclosed ( ) subordination agreement(s) ( ) partial release of mortgage ( ) quitclaim deed(s) ( ) affidavit(s) be recorded. (x) Easement

(x) 3. You bill us for filing fees, etc., ~~in accordance with the contract.~~

( ) 4.

~~We will order the indorsement to the policy at a later date.~~

Rec'd 11-10-86 M.M

Sincerely,

Mary R. McPhillips
~~Chief~~, Title and Payment Unit
Land Branch

Enclosure~~(s)~~

MMcPhillips:mm

cc: Official File - EVLG (S. Binninger)

BPA 330 JULY 1983

RECEIVED
NOV 12 1986
TITLE & LAND
MANAGEMENT SECTION

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date 10-31-86

TO
Name Jennifer Gronvold
Routing symbol EVLO

Fold here for return

FROM
Name Sally Binninger
Routing symbol EVLG

Easement, Wendson SS

would you please have the attached easement recorded and return it to me upon finalization, thanks

OCT 31 1986

EVLG
Wendson Substation, Part of Parcel B,
Part of Parcel C and Part of
North Corridor

Mr. and Mrs. Edward Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

Enclosed is a copy of the easement Bonneville Power Administration (BPA) has granted to Mid River Corporation for the maintenance and use of a water pipeline and appurtenant equipment.

The easement has been signed on behalf of BPA. A copy of the recorded document will be sent to you upon finalization.

Sincerely,

/s/ Marie H. Richardson

Marie H. Richardson
Acting Chief, Land Management Section

Enclosure

SB SBinninger:daw:3293 (WP-EVLG-6785V)

cc:
Official File - EVLI

Wendson Substation; Part of Parcel B,
Part of Parcel C, and Part of
North Corridor

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration (hereinafter called the "Grantor"), does hereby grant unto MID RIVER CORPORATION, (hereinafter called the "Grantee") its successors or assigns, a 5-foot-wide perpetual easement for maintenance and use of a water pipeline, appurtenant catch basin and intake equipment, and access to maintain this water system, over, upon, and across a portion of the Grantor's fee-owned Wendson Substation, North Corridor, Parcel B, and Parcel C, located in the SE¼NE¼ and SW¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon. The North Corridor was acquired by Warranty Deed and Transmission Line and Access Road Easement dated June 19, 1970, recorded June 29, 1970, under Auditor's File No. 10832, Deed Records of Lane County, Oregon. Parcel C was acquired by Warranty Deed and Access Road Easement dated January 25, 1973, recorded January 31, 1973 on Reel 623R under Auditor's File No. 73-4435, Deed Records of Lane County, Oregon. Parcel B was acquired by Warranty Deed dated April 11, 1970, recorded May 1, 1970, under Auditor's File No. 4625, Deed Records of Lane County, Oregon. The boundaries of the water pipeline lie 2.5 feet on each side of the following described line:

> Commencing at a point in above designated Parcel C, at pipeline survey station 1+00 which is north 1378 feet and west 1244 feet from the east quarter corner of said Section 16. This corner is evidenced by a Sandstone corner monument; thence S.29°50'E., 71 feet to station 1+71; thence S.43°23'E., 103 feet to station 2+74; thence S.25°39'E., 103 feet to station 3+77; thence S.42°31'E., 155 feet to station 5+32; thence S.47°58'E., 170 feet to station 7+02+ on the east boundary of the North Corridor tract which is north 921 feet and west 864 feet from the said east quarter corner of Section 16.
>
> All bearings used are referenced to the Oregon Coordinate System, South Zone.

The above alignment for this easement is shown on segment of BPA Drawing No. 146252 DTM-D attached hereto as Exhibit A and by this reference made a part hereof.

Subject to any outstanding rights.

Reserving unto the Grantor and its assigns the right to operate, rebuild, upgrade, and maintain existing electric transmission lines and to erect, operate, rebuild, upgrade, and maintain future transmission lines over, under, across, and upon the easement area, and also reserving the right of access to and along the fee-owned substation property.

Ex 1 of 4
10-31-86

Subject also to the following terms and conditions:

1. BPA shall be notified when any maintenance of this water system is scheduled.

2. Your activities in connection with this water system shall not interfere or block BPA's access to its property or facilities at any time.

3. This easement is granted for the use and maintenance of the private water system only. No other use of this property is permitted.

It is understood and agreed that the Grantee, its successors or assigns, shall be liable for any damage to the property of the Grantor including transmission lines and structures, arising out of or resulting from negligent acts of said Grantee, its employees, agents, or assigns acting within their authority in reconstruction or maintenance of said easement upon the property of the Grantor.

Should the rights acquired herein no longer be used or needed for waterline purposes or abandonment thereof, and upon written notice by the Grantor to the Grantee or its successors or assigns, all rights granted by this easement shall automatically terminate and the title thereto revest in the United States.

TO HAVE AND TO HOLD the above-described perpetual easement unto MID RIVER CORPORATION, its successors or assigns, forever.

The mutual benefits derived from this easement is consideration for such granting.

This conveyance is made pursuant to the Acts of August 20, 1937, (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962, (76 Stat. 1129, 40 U.S.C. § 319), and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of the easement will not be adverse to the interests of the United States.

Dated at Portland, Oregon, this 30 day of October, 1986.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By Ronny L Peterson
acting Chief, Land Branch

2

Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North Corridor

ADD 294

10-31-86

Terms of Easement accepted this 7th day of Oct 1986, 1986.

Edward Rembert

Edward Rembert, President
Mid River Corporation

Kathy Rembert Secty.

Kathy Rembert, Secretary
Mid River Corporation

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me Barry A. Peterson, to me known to be the Acting Chief, Land Branch, Bonneville Power Administration, described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of October 1986.

(SEAL)

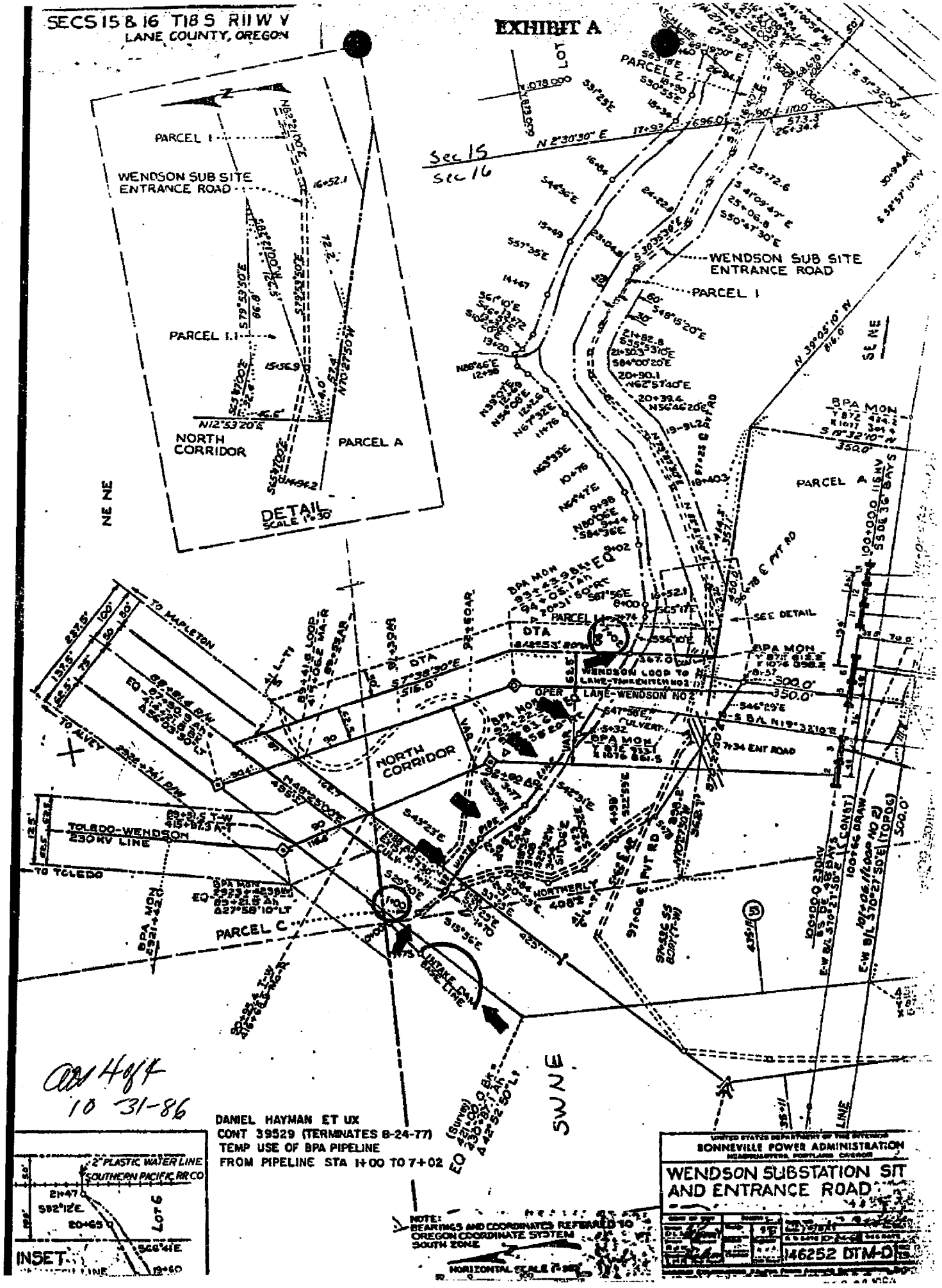
Otto A. Kassner

Notary Public for Oregon

My Commission Expires: 11-3-87

Wendson Substation; Part of Parcel C,
Part of Parcel B, and Part of North
Corridor

AR 394
10-31-86


SECS 15 & 16 T18 S R11 W V
LANE COUNTY, OREGON
EXHIBIT A
PARCEL 1
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1.1
NORTH CORRIDOR
PARCEL A
DETAIL
SCALE 1"=30'
Sec 15
Sec 16
PARCEL 2
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1
PARCEL A
SEE DETAIL
DTA
WENDSON LOOP TO LANE-TANKENITCH NO 2
OPER LANE-WENDSON NO 2
NORTH CORRIDOR
TO MAPLETON
TO ALVEY
TOLEDO-WENDSON 230KV LINE
TO TOLEDO
PARCEL C
INTAKE DAM BASE LINE
NORTHERLY
SWNE
NE NE
SE NE
BPA MON
2" PLASTIC WATER LINE
SOUTHERN PACIFIC RR CO
INSET
LOT 6
DANIEL HAYMAN ET UX
CONT 39529 (TERMINATES 8-24-77)
TEMP USE OF BPA PIPELINE
FROM PIPELINE STA 1+00 TO 7+02
NOTE:
BEARINGS AND COORDINATES REFERRED TO OREGON COORDINATE SYSTEM SOUTH ZONE
HORIZONTAL SCALE 1"=50'
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON
WENDSON SUBSTATION SIT AND ENTRANCE ROAD
146252 DTM-D

CHECK LIST - LAND MANAGEMENT UNIT

APPLICANT:

Ed + Kathy Rembert

APPLICATION FOR:

Easement and LUA

LINES

Wendson SS N Corridor
Parcel C
Parcel B
Wendson SS Entrance rd
Toledo - Wendson No1
Napelton - Reedsport
Alvey - Tahkenitch

TRACT NOS.:

HANGING MAP NO(S):

MAP SERIAL NO.	ORDERED	RECEIVED
146252	5-9-86	5-12-86
146251	5-9-86	5-12-86
38209	5-9-86	5-12-86
103854	5-9-86	5-12-86

TRACT FILE	ORDERED	RECEIVED

BPA HAS [X] EASEMENT (Entrance rd) [X] FEE (SS) [ ] OTHER (SPECIFIY)

PERMITS GRANTED:

RIGHTS GIVEN OR RETAINED:

RIGHT	RECORDING DATA

PRELIMINARY CARD AND TEMPORARY FILE UPDATED

DATE INITIALS

CROSS REFERENCE CARDS

INSTRUMENT ISSUED BY LMU

TYPE: Land use

DATE: 8-15 86 NO. (IF ANY) 86181
Easement 10-30 86

REQUESTED (DATE) DONE (DATE)

PS Form 3811, July 1983

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:
Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

4. Type of Service:
☐ Registered ☐ Insured
XX Certified ☐ COD
☐ Express Mail

Article Number
P 617 624 885

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Kathy Rembert

6. Signature – Agent
X J B Gordon

7. Date of Delivery
10-9-84

8. Addressee's Address *(ONLY if requested and fee paid)*

Wendson SS/Edward Rembert/SBinninger

OCT 07 1986

EVLS
Wendson Substation, Part of Parcel B,
Part of Parcel G and Part of North
Corridor

CERTIFIED - RETURN RECEIPT REQUESTED

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

I previously sent you a letter dated September 5, 1986, with an easement enclosed which needed your signature or the authorized representative of your corporation on page 3. After I discussed this with Mrs. Rembert on October 1, 1986, I am again sending you the easement which needs signed on page 3. I am also enclosing a business reply envelope for your convenience in returning it to this office.

As explained in the September 5, 1986, letter (a copy of which is enclosed), once we have the easement returned signed, we will accept it on the part of Bonneville Power Administration and have it recorded. We will send you a copy of the recorded document once it is returned to us from recordation.

If you have any questions, please call me at (503) 230-3293. Thank you for your continued cooperation with us in this matter.

Sincerely,

/s/ SALLY BINNINGER

Sally Binninger
Realty Assistant
Land Management Unit

3 Enclosures

SBinninger:daw:3293 (WP-EVLS-5991V, Page 6)

cc:
Official File - EVLR

Certified Receipt P 617 624 885

Wendson Substation; Part of Parcel B;
Part of Parcel C, and Part of
North Corridor

EASEMENT

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> Commencing at a point in above designated Parcel C, at pipeline survey station 1+00 which is north 1378 feet and west 1244 feet from the east quarter corner of said Section 16. This corner is evidenced by a Sandstone corner monument; thence S.29°50'E., 71 feet to station 1+71; thence S.43°23'E., 103 feet to station 2+74; thence S.25°39'E., 103 feet to station 3+77; thence S.42°31'E., 155 feet to station 5+32; thence S.47°58'E., 170 feet to station 7+02± on the east boundary of the North Corridor tract which is north 921 feet and west 864 feet from the said east quarter corner of Section 16.
>
> All bearings used are referenced to the Oregon Coordinate System, South Zone.

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ak 1/5

10-7-86

Subject also to the following terms and conditions:

1. BPA shall be notified when any maintenance of this water system is scheduled.

2. Your activities in connection with this water system shall not interfere or block BPA's access to its property or facilities at any time.

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This conveyance is made pursuant to the Acts of August 20, 1937, (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962, (76 Stat. 1129, 40 U.S.C. § 319), and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of the easement will not be adverse to the interests of the United States.

Dated at Portland, Oregon, this _____ day of _____, 1986.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____
Chief, Land Branch

00+295
10-7-86

Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North Corridor

Terms of Easement accepted this _____ day of _____, 1986.

_____
Edward Rembert, President
Mid River Corporation

_____
Kathy Rembert, Secretary
Mid River Corporation

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me _____, to me known to be the _____ Chief, Land Branch, Bonneville Power Administration, described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____ 1986.

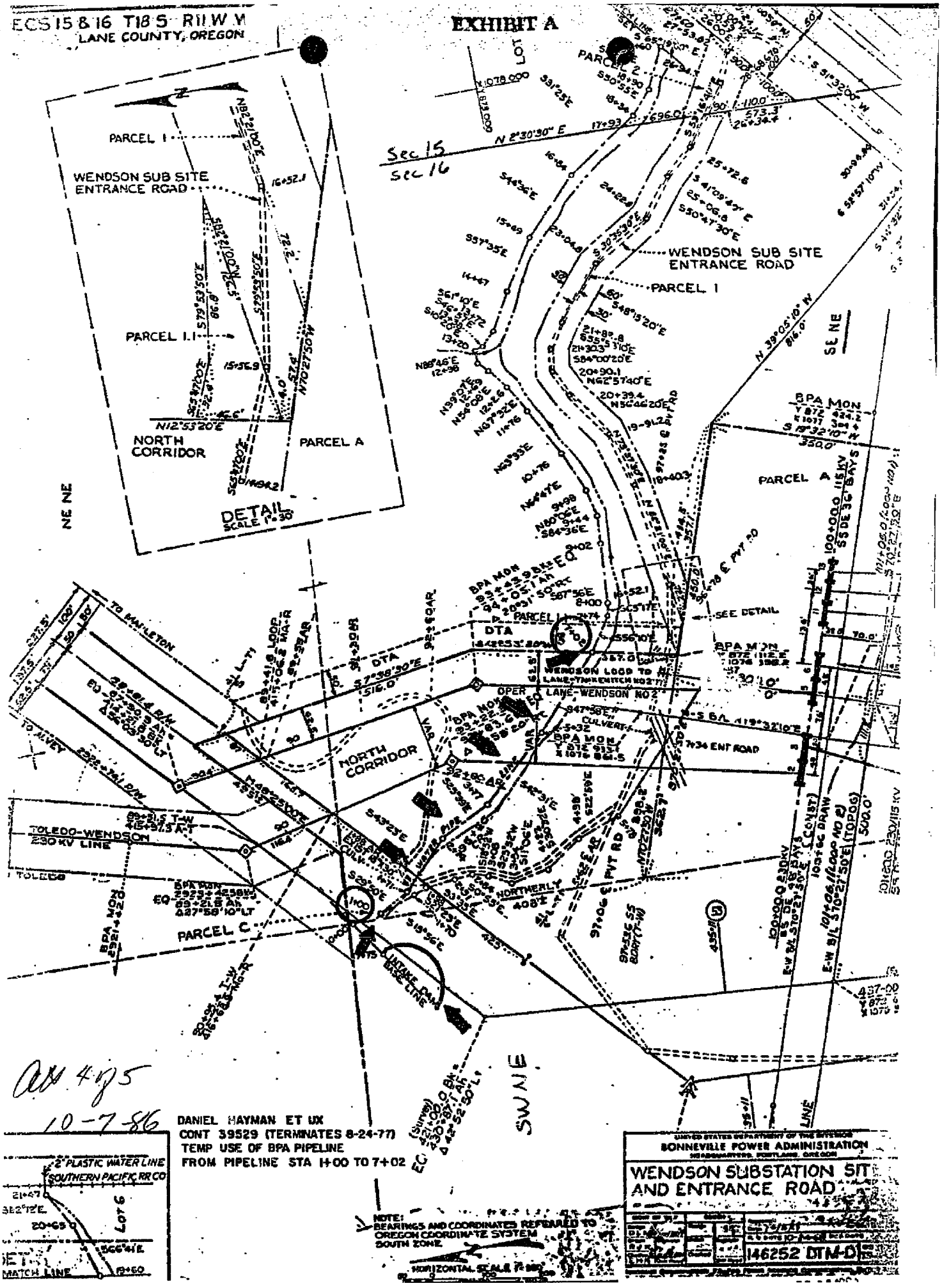
(SEAL)

_____
Notary Public for Oregon

My Commission Expires:

Alt 3015
10-7-86

Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North Corridor


ECS 15 & 16 T18 S R11 W W
LANE COUNTY, OREGON
EXHIBIT A
PARCEL 1
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1.1
NORTH CORRIDOR
PARCEL A
DETAIL
SCALE 1"=50'
Sec 15
Sec 16
PARCEL 2
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1
PARCEL A
SEE DETAIL
NORTH CORRIDOR
PARCEL C
TOLEDO-WENDSON 230 KV LINE
TO ALVEY
TO TOLEDO
TO MAPLETON
OPER LANE-WENDSON NO 2
WENDSON LOOP TO ALVEY LANE-TYNER-ENTRICH NO 2
7+34 ENT ROAD
PVT RD
DTA
BPA MON
NORTHERLY
SWNE
NE NE
SE NE
DANIEL HAYMAN ET UX
CONT 39529 (TERMINATES 8-24-77)
TEMP USE OF BPA PIPELINE
FROM PIPELINE STA 1+00 TO 7+02
2" PLASTIC WATER LINE
SOUTHERN PACIFIC RR CO
Lot 6
MATCH LINE
NOTE:
BEARINGS AND COORDINATES REFERRED TO OREGON COORDINATE SYSTEM SOUTH ZONE
HORIZONTAL SCALE 1"=100'
UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
146252 DTM-D

AW 495
10-7-86

SEP 05 1986

EVLS
Wendson Substation, Part of Parcel B,
Part of Parcel C and Part of North
Corridor

CERTIFIED - RETURN RECEIPT REQUESTED

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

In 1972, Daniel Hayman and Bonneville Power Administration (BPA) came to an agreement concerning a private water system which crossed BPA's Wendson Substation property. Mr. Hayman owned a trailer park serviced by this water system which had been damaged by BPA construction of Wendson Substation Entrance Road. An easement was to be issued to Mr. Hayman to provide his use of BPA property for this water system. The easement was never finalized.

I discussed with Mrs. Rembert by telephone the circumstances of the easement, and she advised me you are now the owners of the trailer park. We are in the process of finalizing this easement, and will issue it in your names since you are now the owners of the park being serviced by this system.

Please sign the easement on Page 3 on the lines indicated and return it to us in the enclosed business reply envelope. We will have the easement recorded and send a copy to you once it is returned from the court house.

Under separate cover, we have sent you a Land Use Agreement to allow your use of the entrance road to service this system. We are not the fee owners of the property crossed by this road; therefore, we could not include this use in the easement.

If you have any questions, please call me at (503) 230-3293.

Sincerely,

/s/ SALLY BINNINGER

Sally Binninger
Realty Assistant
Land Management Unit

10-7-86
OA 595

2 Enclosures

9-25-86

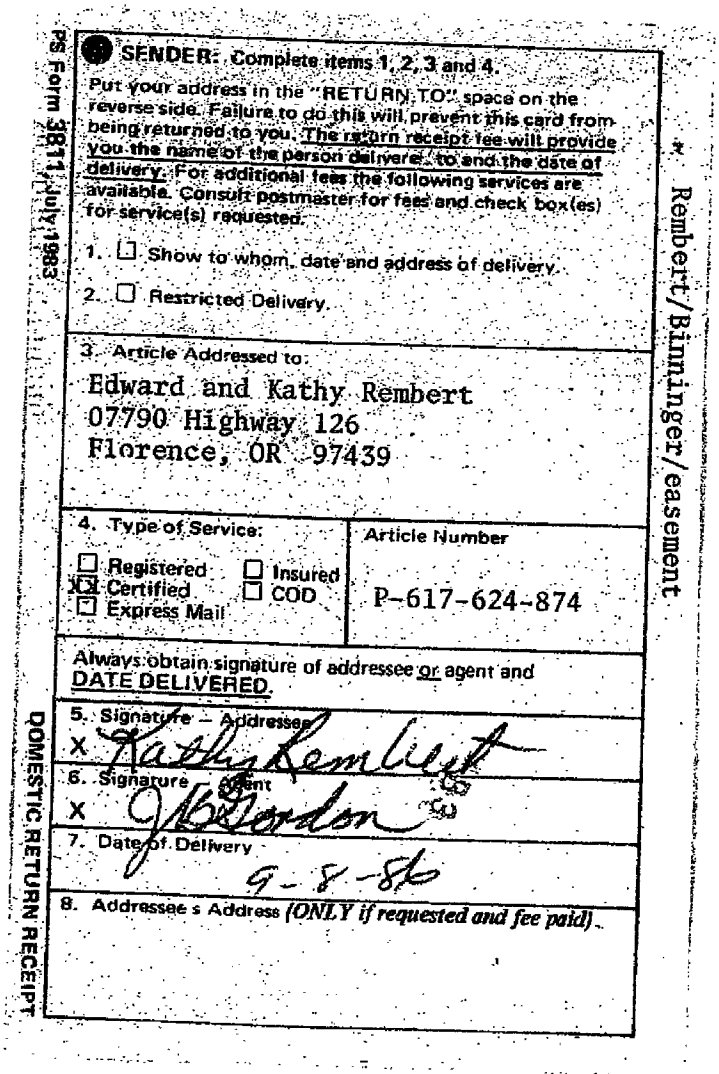
Midriver Corporation now owner

I called Mrs. Rembert re: easement - she said her husband has been out of town and she was waiting for him to sign. She said she would send the superseded LUA when they send in easement. She said the prop is in name of corp - so will chg first page to

reflect that ownership chg when it is returned.

S Binninger

2 of 2
9-25-86



PS Form 3811, July 1983

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

4. Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P-617-624-874

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee

X Kathy Rembert

6. Signature – Agent

X J B Gordon

7. Date of Delivery

9-8-86

8. Addressee's Address *(ONLY if requested and fee paid)*

* Rembert/Binninger/easement

SEP 05 1986

EVLS
Wendson Substation, Part of Parcel B,
Part of Parcel C and Part of North
Corridor

CERTIFIED - RETURN RECEIPT REQUESTED

Edward and Kathy Rembert
07790 Highway 126
Florence, OR 97439

Dear Mr. and Mrs. Rembert:

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If you have any questions, please call me at (503) 230-3293.

Sincerely,

/s/ SALLY BINNINGER

Sally Binninger
Realty Assistant
Land Management Unit

2 Enclosures

SBinninger:daw:3293 (WP-EVLS-6391V)

cc:
Official File - EVLR

Certified P-612-624-894

Wendson Substation; Part of Parcel B,
Part of Parcel C, and Part of
North Corridor

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration (hereinafter called the "Grantor"), does hereby grant unto EDWARD REMBERT and KATHY REMBERT, husband and wife, (hereinafter called the "Grantees") their heirs or assigns, a 5-foot-wide perpetual easement for maintenance and use of a water pipeline, appurtenant catch basin and intake equipment, and access to maintain this water system, over, upon, and across a portion of the Grantor's fee-owned Wendson Substation, North Corridor, Parcel B, and Parcel C, located in the SE§NE§ and SW§NE§ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon. The North Corridor was acquired by Warranty Deed and Transmission Line and Access Road Easement dated June 19, 1970, recorded June 29, 1970, under Auditor's File No. 10832, Deed Records of Lane County, Oregon. Parcel C was acquired by Warranty Deed and Access Road Easement dated January 25, 1973, recorded January 31, 1973 on Reel 623R under Auditor's File No. 73-4435, Deed Records of Lane County, Oregon. Parcel B was acquired by Warranty Deed dated April 11, 1970, recorded May 1, 1970, under Auditor's File No. 4625, Deed Records of Lane County, Oregon. The boundaries of the water pipeline lie 2.5 feet on each side of the following described line:

> Commencing at a point in above designated Parcel C, at pipeline survey station 1+00 which is north 1378 feet and west 1244 feet from the east quarter corner of said Section 16. This corner is evidenced by a Sandstone corner monument; thence S.29°50'E., 71 feet to station 1+71; thence S.43°23'E., 103 feet to station 2+74; thence S.25°39'E., 103 feet to station 3+77; thence S.42°31'E., 155 feet to station 5+32; thence S.47°58'E., 170 feet to station 7+02± on the east boundary of the North Corridor tract which is north 921 feet and west 864 feet from the said east quarter corner of Section 16.
>
> All bearings used are referenced to the Oregon Coordinate System, South Zone.

The above alignment for this easement is shown on segment of BPA Drawing No. 146252 DTM-D attached hereto as Exhibit A and by this reference made a part hereof.

Subject to any outstanding rights.

Reserving unto the Grantor and its assigns the right to operate, rebuild, upgrade, and maintain existing electric transmission lines and to erect, operate, rebuild, upgrade, and maintain future transmission lines over, under, across, and upon the easement area, and also reserving the right of access to and along the fee-owned substation property.

Act 1 of 4
9-5-86

Subject also to the following terms and conditions:

1. BPA shall be notified when any maintenance of this water system is scheduled.

2. Your activities in connection with this water system shall not interfere or block BPA's access to its property or facilities at any time.

3. This easement is granted for the use and maintenance of the private water system only. No other use of this property is permitted.

It is understood and agreed that the Grantees, and their assigns, shall be liable for any damage to the property of the Grantor including transmission lines and structures, arising out of or resulting from negligent acts of said Grantees, their employees, agents, or assigns acting within their authority in reconstruction or maintenance of said easement upon the property of the Grantor.

Should the rights acquired herein no longer be used or needed for waterline purposes or abandonment thereof, and upon written notice by the Grantor to the Grantee or their assigns, all rights granted by this easement shall automatically terminate and the title thereto revest in the United States.

TO HAVE AND TO HOLD the above-described perpetual easement unto EDWARD REMBERT and KATHY REMBERT, their heirs or assigns, forever.

The mutual benefits derived from this easement is consideration for such granting.

This conveyance is made pursuant to the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962, (76 Stat. 1129, 40 U.S.C. § 319), and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of the easement will not be adverse to the interests of the United States.

Dated at Portland, Oregon, this _____ day of_____, 1986.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By_____
Chief, Land Branch

Att 2 of 4
9-5-86

Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North

Terms of Easement accepted this _____day of _____, 1986.

_____
Edward Rembert

_____
Kathy Rembert

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me _____, to me known to be the _____ Chief, Land Branch, Bonneville Power Administration, described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of_____ 1986.

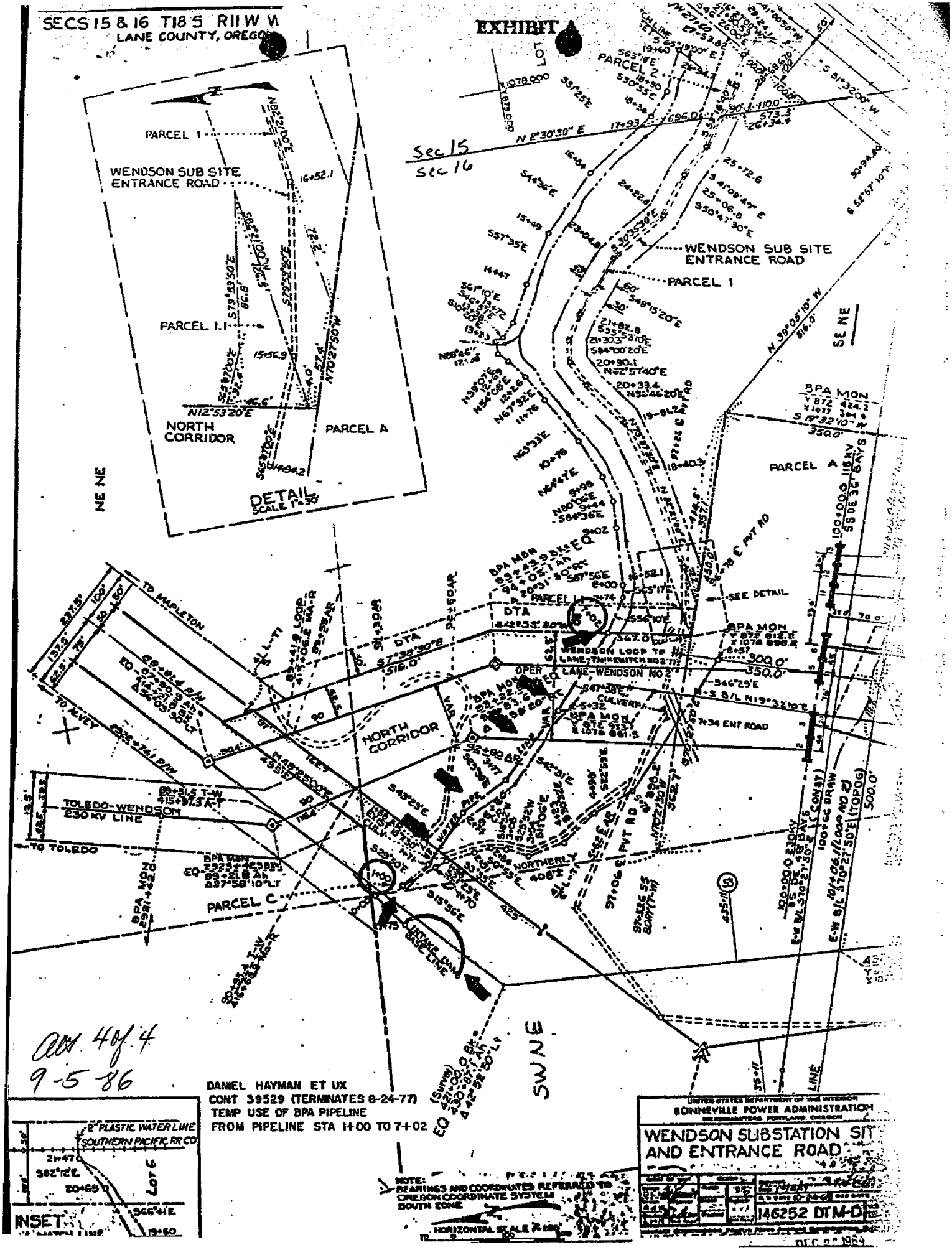
(SEAL)

_____
Notary Public for Oregon

My Commission Expires:

Wendson Substation; Part of Parcel C, Part of Parcel B, and Part of North Corridor

acr 3 of 4
5991V P1-3 9-5-86



Ans 4 of 4
9-5-86

DANIEL HAYMAN ET UX
CONT 39529 (TERMINATES 8-24-77)
TEMP USE OF BPA PIPELINE
FROM PIPELINE STA 1+00 TO 7+02

Bonneville Power Administration
U.S. Department of Energy

BPA

DATE : AUG 13 1986

In reply refer to : EVLS

UNITED STATES GOVERNMENT

Memorandum

TO : Chief, Title and Land Management Section - EVLP

FROM : Marie H. Richardson, Chief, Land Management Unit - EVLS

SUBJECT : Determination and Findings; Easement for Private Water System, Wendson Substation, Part of North Corridor, Part of Parcel B, and Part of Parcel C, Fee-Owned; and Use of Wendson Substation Entrance Road; Parcels 1, 1.1, 2 and 2A

In 1972, Bonneville Power Administration damaged a pipeline used for a private water system, owned by David Hayman, during construction of its Wendson Substation access road. A damage claim and settlement voucher committed BPA to construct an additional water line. A license was granted to Mr. Hayman for a five-year period, allowing him to use an existing water line within the substation until a new system could be installed.

In 1974, after further negotiations, Mr. Hayman signed a release from obligation which released his claim to all liability and obligations contained in the license agreement previously granted. This license had obligated BPA to construct a dam for impounding water and laying and maintaining approximately 570 feet of 1 1/2" plastic pipe. As consideration for this release, BPA agreed to grant Mr. Hayman the right to use the substation entrance road and to cross Wendson Substation property for ingress and egress to maintain his water system. Mr. Hayman agreed to construct the impoundment and place the pipe himself. BPA further agreed that BPA would grant Mr. Hayman an easement for the water system after it was completed along with ingress and egress along the Wendson Substation entrance road. It was agreed he would be permitted to place his lock in conjunction with BPA's on the entrance gate so that he could have access to BPA property to maintain the water system.

The North Corridor and Entrance Road Parcel 1 were acquired by Warranty Deed and Transmission Line and Access Road Easement dated June 19, 1970, recorded June 29, 1970, under Auditor's File No. 10832, Deed Records of Lane County, Oregon. Parcel C and Entrance Road Parcel 1.1 were acquired by Warranty Deed and Access Road Easement dated January 25, 1973, recorded January 31, 1973, on Reel 623R under Auditor's File No. 73-4435, Deed Records of Lane County, Oregon. Parcel B was acquired by Warranty Deed dated April 11, 1970, recorded May 1, 1970, under Auditor's File No. 4625, Deed Records of Lane County, Oregon. Entrance Road Parcel 2 was acquired by Acces Road Easement, dated February 3, 1970, recorded February 17, 1970, under Auditor's File No. 96903, Deed Records of Land County, Oregon. Entrance Road Parcel 2A was acquired from Southern Pacific Transportation Company on May 18, 1971, and is a License Agreement.

The water system is in and functional. The easement promised Mr. Hayman was never finalized, and we now propose to proceed with finalizing this transaction. We will issue an easement to cover the water system and access across our fee-owned property, and we will issue a Land Use Agreement to cover the use of BPA's Wendson Substance Entrance Road Parcels 1, 1.1, 2 and 2A.

The consideration for the easement is the release from damages signed by Mr. Hayman.

Easement rights are being granted to Edward and Kathy Rembert, the current owners of the mobile home park served by this water system, in accordance with the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319), and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of the easement will not be adverse to the interests of the United States.

CONCUR: Rene M. Ferrera

DATE: AUG 14 1986

SBinninger:sab:jd:3293 (WP-EVLS-5991V)

cc:
Official File - EVLR

8-13-86
2 y 2

FROM the DESK of
RENEE FERRERA

Sally:
I noticed a reference in the file to a counterpoise that needs fixing. How is that being handled? Also - the area requested a hold harmless clause - does it need to be in the easement?

Re

8-11-86

Renee

Please see note in file dated 7-16 re: counterpoise. Marius told me this isn't anything we can ask people to correct, he advised me to call Area which I did.

Area's suggestion for hold harmless was regarding road - that is covered in Land Use Agree.

7-1686 Asked Marius re condition on counterpoise - he said Dan Nicholls, Elec Egr is one raising concerns, it isn't anything people can correct. Marius said I should call area Mtce, I called Mack McNally, Substa Mtce Supt and he said he would pass info on to Transm Mtc.

Sally Binninger

BPA

DATE : July 9, 1986

In reply refer to : ENOC

UNITED STATES GOVERNMENT

Memorandum

TO : Marie H. Richardson, Acting Chief
Land Management Unit - EVLS

FROM : Elmer H. Wirtz, Chief
Architectural, Civil, and Mechanical Branch - ENO

SUBJECT : Easement for Private Water System Portions of Wendson Substation North Corridor, Parcel B and Parcel C, Fee-Owned; and Use of Wendson Substation Entrance Road, Parcels 1 and 1.1

The Division of Substation and Control Engineering has reviewed the subject request and have the following comments:

1. BPA should be notified when any maintenance of this water pipe is scheduled.

2. The placement of Mr. Hayman's lock on our gate gives him the obligation of keeping the gate closed and locked.

The Division of Substation and Control Engineering has no objection to the easement subject to the above comments.

REdeVore:cld:3826 (WP-ENOC-1114S)

cc:
R. Gilbert - OPE
Circ. File - EN
Official File - EN

RECEIVED
JUL 16 1986
TITLE & LAND
MANAGEMENT SECTION

Bonneville Power Administration
U.S. Department of Energy

BPA

DATE : JUL 8 1986

In reply refer to : ETJF

UNITED STATES GOVERNMENT

Memorandum

TO : Marie H. Richardson, Acting Chief, Land Management Unit - EVLS

FROM : Gary A. Parks, Director, Division of Transmission Engineering - ET

SUBJECT : Easements for Private Water System - Wendson Substation

The Division of Transmission Engineering has no objection to the proposed easement subject to the approval of the Division of Substation and Control Engineering. A stipulation that some counterpoise must be repaired is on the BPA 411 form.

FSWorth:jc:5521 (WP-ETJC-4586s)

cc:
M. Johns - ETJ
M. Bordcosh - ETJC
S. Binninger - EVLS
Official File - ET (LA-3)

RECEIVED
JUL 9 1986
TITLE & LAND MANAGEMENT SECTION

BPA 21 Rev. Dec. 1969 TICKLER FILE CARD

M. Richardson - EVLS

TO Addressees (GAParks)

#1019

DUE DATE 6/25/86

DATE OF CORRES. 6/5/86

SUBJECT
Easement for private water system; portions of Wendson S/S North Corridor, Parcel B and C; and use of Wendson S/S entrance road

REFERRED TO	DATE	REFERRED TO	DATE
MCJohns	6/11/86		

ACTION TAKEN BY DATE RETURN TO
☐ Ans. ☐ No reply
☐ Ack. ☐
Louise

BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

UNITED STATES GOVERNMENT

Memorandum

t Unit - EVLS

/s/ Kathleen L. Lewis

ndson Substation North
Use of Wendson Substation

entrance road, Parcels 1 and 1.1

In 1972, Bonneville Power Administration damaged a pipeline used for a private water system, owned by David Hayman, during construction of its Wendson Substation access road. A damage claim and settlement voucher committed BPA to construct an additional water line. A license was granted to Mr. Hayman for a five-year period, allowing him to use an existing water line within the substation.

In 1974, after further negotiations, Mr. Hayman signed a release, thereby releasing his claim to all liability and obligations contained in the license agreement previously granted. This license had obligated BPA to construct a dam for impounding water and laying and maintaining approximately 570 feet of 1 1/2" plastic pipe. Mr. Hayman agreed to construct the impoundment and place the pipe himself. As consideration for this release, BPA agreed to grant Mr. Hayman an easement for this new water system which crossed our fee-owned property. BPA further agreed to grant Mr. Hayman the right to use the substation entrance road and to cross Wendson Substation property for ingress and egress to maintain his water system. It was agreed he would be permitted to place his lock in conjunction with BPA's on the entrance gate so that he could maintain the water system.

The water system is in and functional. The easement promised Mr. Hayman was never finalized, and we now propose to proceed with finalizing this transaction.

May we please have your comments stating any necessary requirements and/or restrictions regarding the issuance of this easement across our fee-owned property and the use of our entrance road. BPA Drawing No. 146252 is attached with the easement area colored for your reference. Also attached are BPA Drawing Nos. 38209, 103854, 21391A, 21391B, and 146251 for your reference.

RECEIVED
JUL 9 1986
TITLE & LAND
MANAGEMENT SECTION

4 Attachments

Addressees:
Chief, Architectural, Civil and Mechanical Branch - ENO
Chief, Systems Planning Branch - EOF
Director, Division of Transmission Engineering - ET (w/411 to ETJ)
Chief, Environmental Analysis Branch - EVH
Regional Operations Coordinator for Environment - O
Lower Columbia Area O&M Manager - OPD

cc: Official File - EVLR

SBinninger:sab:jd:3293 (WP-EVLS-5991V)

BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

DEPARTMENT OF ENERGY — BONNEVILLE POWER ADMINISTRATION
DIVISION OF LAND RESOURCES

MEMORANDUM

TO: [x] Chief, Projects Engineering Branch — ETJ Date JUN 5 1986

[ ] Chief, AC&M Branch — ENO [ ]

FROM: Chief, Land Management Unit — EVLS

SUBJECT: Application for water line easement and use of substation entrance road and substation property
Line: Wendson Substation, North Corridor and Parcel C

Applicant: Ed and Kathy Rembert

[x] This request is referred for approval and comments.

[x] Please advise tract number, current operating name and field structure number.

IF THIS CROSSES OVER, NOTIFY DIVISION OF MAINTENANCE

ATTACHMENTS:

[x] BPA DRAWINGS 32809, 103854, 146251, 146252 21391A, 21391B

[ ] OTHER

[ ] LETTER OF APPLICATION

[ ] FORM BPA 762

Land Management Unit

sbinninger:jd

TO: Chief, Land Management Unit — EVLS

Date 6-16-86

[ ] Approved [ ] With Reservation [ ] Not Recommended
[ ] Disapproved

Comments:

(1) TRANSMISSION ENGINEERING HAS NO OBJECTION

(2) APPROVAL IS SUBJECT TO S.S. DESIGN

(3) Counterpoise cut on Tol-Wend 1-51-3 and Lane-Wend 2-41-5 must be repaired.

Tract No. _____

Location SEC 16 T15S R11W WM

Constructed as WENDSON SS

Operated as _____

RECEIVED
JUL 9 1986
TITLE & LAND MANAGEMENT SECTION

Operating Structure No. _____

By _____

Original — EVLS, Green — Record Copy, Canary — Return to EVLS, Pink — Record Copy, Goldenrod — Return to EVLS

ENERGY — BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 411 REV. DEC. 1981

DATE : June 19, 1986

In reply refer to : OPE

UNITED STATES GOVERNMENT

Memorandum

TO : Marie H. Richardson, Acting Chief, Land Management Unit - EVLS

FROM : Robert J. Gilbert, Assistant Area Manager for Engineering - OPE

SUBJECT : Easement for Private Water System, Portions of Wendson Substation North Corridor, Parcel B, and Parcel C, Fee-Owned; and Use of Wendson Substation Entrance Road, Parcels 1 and 1.1

Please see the attached memo to C. W. Spiker from Mack L. McNally dated June 17, 1986. Mr. McNally has offered a few comments on the above subject. Lower Columbia Area has no other comments to make.

Robert J. Gilbert

Attachment

RGilbert:dj:5235 (WP-OPE-2565E)

cc: (with attachments)
M. McNally - OPO
Official File - OPE

RECEIVED
JUN 20 1986
TITLE & LAND
MANAGEMENT SECTION

DATE : June 17, 1986

In reply refer to : OPO

UNITED STATES GOVERNMENT

Memorandum

TO : C.W Spiker
Asst. Area Manager for O&M

FROM : Mack L. McNally
Substation Operations Supt. - OPO Mack L McNally

SUBJECT : Wendson Substation Water Line Easement

As you will recall, the subject water line runs down the coulee, on the easterly side of the Wendson access road; originating in the spring above the end of that road. It will give us no problems. We do, however, need to place a few restrictions:

1. Mr. Hayman must not allow his activities to block the road to BPA use.

2. A "hold-blameless" clause is needed, as the access road has a falling rock problem, and the coulee, itself, poses a hazard.

3. BPA uses the lower portion of the access road by permit from the railroad company, and the railroad company has restricted the use of the road from the general public: we keep the gate locked to satisfy the railroad company as well as protecting the public from our access road problems. Therefore, Mr. Hayman must close and lock the gate after passing through - if it is his padlock that was opened.

cc: Official file - OPO
Reading file - OPO

Att 1 of 1
6-19-86

RECEIVED
JUN 20 1986
TITLE & LAND
MANAGEMENT SECTION

U.S. DEPARTMENT OF EN
BONNEVILLE POWER ADMINIS. TION

INTEROFFICE MESSAGE

Date: June 12, 1986

TO
Name: Marie Richardson
Routing symbol: EVLS

Fold here for return

FROM
Name: Judy Woodward
Routing symbol: EVHC

Before allowing this arrangement that included building a new dam, I suspect we should have done some environmental review, as it appears we "enabled" an action that may have had some environmental consequences. Since we did not do that initially and the water system is now opeational, we can't have much objection to granting the easement. In the future, however, I believe we should review such proposals.

cc:
W. Kvarsten - EV
T. Murray - EVH
L. Wilkerson - EVL
Official File - EVH

RECEIVED
JUN 20 1986
TITLE & LAND
MANAGEMENT SECTION

Bonneville Power Administration
U.S. Department of Energy

BPA

DATE : JUN 5 1986

In reply refer to : EVLS

UNITED STATES GOVERNMENT

Memorandum

TO : Addressees

FROM : Marie H. Richardson, Acting Chief, Land Management Unit - EVLS
[FOR] /s/ Kathleen L. Lewis

SUBJECT : Easement for Private Water System, Portions of Wendson Substation North Corridor, Parcel B, and Parcel C, Fee-Owned; and Use of Wendson Substation Entrance Road, Parcels 1 and 1.1

In 1972, Bonneville Power Administration damaged a pipeline used for a private water system, owned by David Hayman, during construction of its Wendson Substation access road. A damage claim and settlement voucher committed BPA to construct an additional water line. A license was granted to Mr. Hayman for a five-year period, allowing him to use an existing water line within the substation.

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May we please have your comments stating any necessary requirements and/or restrictions regarding the issuance of this easement across our fee-owned property and the use of our entrance road. BPA Drawing No. 146252 is attached with the easement area colored for your reference. Also attached are BPA Drawing Nos. 38209, 103854, 21391A, 21391B, and 146251 for your reference.

RECEIVED
JUN 20 1986
TITLE & LAND
MANAGEMENT SECTION

4 Attachments

Addressees:
Chief, Architectural, Civil and Mechanical Branch - ENO
Chief, Systems Planning Branch - EOF
Director, Division of Transmission Engineering - ET (w/411 to ETJ)
Chief, Environmental Analysis Branch - EVH
Regional Operations Coordinator for Environment - O
Lower Columbia Area O&M Manager - OPD

SBinninger:sab:jd:3293 (WP-EVLS-5991V)

cc: Official File - EVLR

351

INTEROFFICE MESSAGE

Date 6/10/86

TO
Name: Marie Richardson, Chief
Routing symbol: Land Management Unit - EVLS

Fold here for return

FROM
Name: JIM HARRIES
Routing symbol: BOFA

APPLICATION FOR: Easement for Priv water system and use of Wendson Substa Entrance Road

LINE: Wendson Sub

APPLICANT: David Hayman

The Branch of System Planning

~~has the following~~/has no comments

on the above application.

RECEIVED
JUN 11 1986
TITLE & LAND
MANAGEMENT SECTION

DATE : JUN 5 1986

In reply refer to : EVLS

UNITED STATES GOVERNMENT

Memorandum

TO : Addressees

FROM : Marie H. Richardson, Acting Chief, Land Management Unit - EVLS
LFOR /s/ Kathleen L. Lewis

SUBJECT : Easement for Private Water System, Portions of Wendson Substation North Corridor, Parcel B, and Parcel C, Fee-Owned; and Use of Wendson Substation Entrance Road, Parcels 1 and 1.1

In 1972, Bonneville Power Administration damaged a pipeline used for a private water system, owned by David Hayman, during construction of its Wendson Substation access road. A damage claim and settlement voucher committed BPA to construct an additional water line. A license was granted to Mr. Hayman for a five-year period, allowing him to use an existing water line within the substation.

In 1974, after further negotiations, Mr. Hayman signed a release, thereby releasing his claim to all liability and obligations contained in the license agreement previously granted. This license had obligated BPA to construct a dam for impounding water and laying and maintaining approximately 570 feet of 1 1/2" plastic pipe. Mr. Hayman agreed to construct the impoundment and place the pipe himself. As consideration for this release, BPA agreed to grant Mr. Hayman an easement for this new water system which crossed our fee-owned property. BPA further agreed to grant Mr. Hayman the right to use the substation entrance road and to cross Wendson Substation property for ingress and egress to maintain his water system. It was agreed he would be permitted to place his lock in conjunction with BPA's on the entrance gate so that he could maintain the water system.

The water system is in and functional. The easement promised Mr. Hayman was never finalized, and we now propose to proceed with finalizing this transaction.

May we please have your comments stating any necessary requirements and/or restrictions regarding the issuance of this easement across our fee-owned property and the use of our entrance road. BPA Drawing No. 146252 is attached with the easement area colored for your reference. Also attached are BPA Drawing Nos. 38209, 103854, 21391A, 21391B, and 146251 for your reference.

4 Attachments

Addressees:
Chief, Architectural, Civil and Mechanical Branch - ENO
Chief, Systems Planning Branch - EOF
Director, Division of Transmission Engineering - ET (w/411 to ETJ)
Chief, Environmental Analysis Branch - EVH
Regional Operations Coordinator for Environment - O
Lower Columbia Area O&M Manager - OPD

SBinninger:sab:jd:3293 (WP-EVLS-5991V)

Official File - EVLR

JUN 5 1986

EVLS

Addressees

Marie H. Richardson, Acting Chief, Land Management Unit - EVLS

FOR

/s/ Kathleen L. Lewis

Easement for Private Water System, Portions of Wendson Substation North Corridor, Parcel B, and Parcel C, Fee-Owned; and Use of Wendson Substation Entrance Road, Parcels 1 and 1.1

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Regional Operations Coordinator for Environment - O
Lower Columbia Area O&M Manager - OPD

cc:
Official File - EVLR

SBinninger:sab:jd:3293 (WP-EVLS-5991V)

DEPARTMENT OF ENERGY — BONNEVILLE POWER ADMINISTRATION
DIVISION OF LAND RESOURCES

MEMORANDUM

TO: [X] Chief, Projects Engineering Branch — ETJ Date JUN 5 1986

[ ] Chief, AC&M Branch — ENO [ ]

FROM: Chief, Land Management Unit — EVLS

SUBJECT: Application for water line easement and use of substation entrance road **and substation** property
Line: Wendson Substation, North Corridor and Parcel C

Applicant: Ed and Kathy Rembert

[X] This request is referred for approval and comments.

[X] Please advise tract number, current operating name and field structure number.

IF THIS CROSSES OVER, NOTIFY DIVISION OF MAINTENANCE

ATTACHMENTS:

[X] BPA DRAWINGS 32809, 103854, 146251, 146252 21391A, 21391B

[ ] OTHER

[ ] LETTER OF APPLICATION

[ ] FORM BPA 782

Sally Binninger
Land Management Unit

SBinninger:jd

TO: Chief, Land Management Unit — EVLS

Date _____

[ ] Approved [ ] With Reservation [ ] Not Recommended
[ ] Disapproved
Comments:

Tract No. _____

Location _____

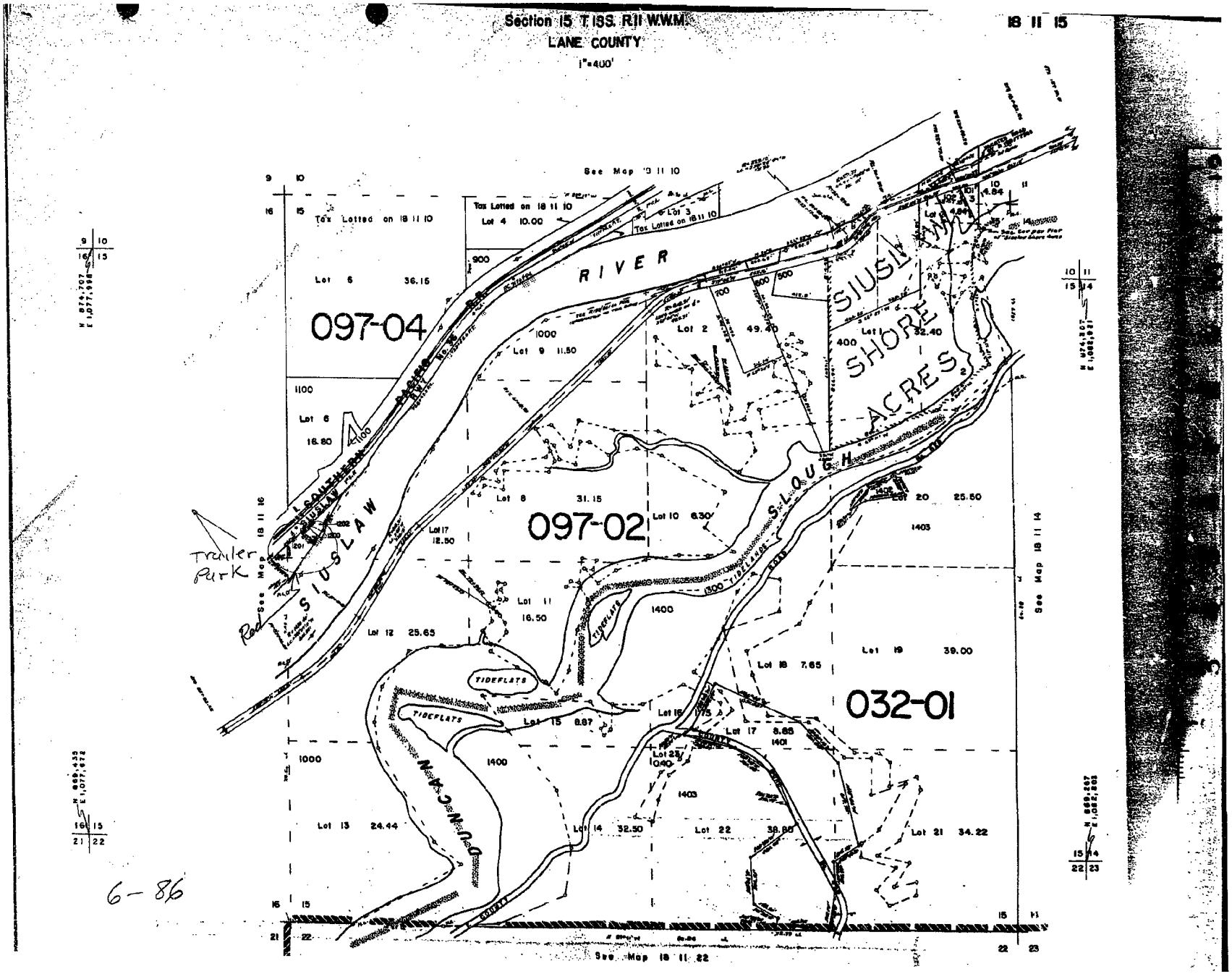
Constructed as _____

Operated as _____

Operating Structure No. _____

By _____

Original — EVLS, Green — Record Copy, Canary — Return to EVLS, Pink — Record Copy, Goldenrod — Return to EVLS



Section 15 T.18S. R.11 W.W.M.
LANE COUNTY
1"=400'
18 11 15
See Map 18 11 10
Tax Lotted on 18 11 10
Lot 4 10.00
Lot 3
Lot 5 36.15
097-04
RIVER
SIUSLAW
SHORE ACRES
Lot 2 49.40
Lot 1 32.40
Lot 9 11.50
Lot 6 16.80
Lot 8 31.15
097-02
Lot 10 6.30
Lot 20 25.50
Lot 17 12.50
Lot 11 16.50
Lot 12 25.65
TIDEFLATS
Lot 19 39.00
Lot 18 7.65
032-01
Lot 15 8.87
Lot 16 1.75
Lot 17 8.85
Lot 23 0.40
Lot 13 24.44
Lot 14 32.50
Lot 22 38.80
Lot 21 34.22
DUNCAN
Trailer Park
Red
See Map 18 11 16
See Map 18 11 14
See Map 18 11 22
6-86

5-7-86 Talked to Dave Kittrell - need to know where trailer park is located - he advised it is East of mile post 5 on hwy which parallels Siuslaw River it is on South side of hwy between River & hwy. Joel Sanford can be reached at 997 8712 Wendson

T.L. 120/ 18-11-15
~~1-12-01~~
Edward Rembert
Philip & Judy
~~1000~~ 50
Yous o

UNITED STATES GOVERNMENT

2-Way Memo

Subject : Wendson Substation

To : Joel Sanford
→ North Bend Maintenance Hdqtrs

INSTRUCTIONS

Use routing symbols whenever possible.

SENDER:
Use brief, informal language.
Conserve space.
Forward original and one copy.

RECEIVER:
Reply below the message, keep one copy, return one copy.

DATE OF MESSAGE	Routing Symbol
3-28-86	EVLS

SIGNATURE OF ORIGINATOR
Kelly Bennerger

TITLE OF ORIGINATOR
Realty Asst

FOLD — FOLD

INITIAL MESSAGE

see attached

RECEIVED
MAY 7 1986
TITLE & LAND
MANAGEMENT SECTION

REPLY MESSAGE

YES THE WATER SYSTEM IS IN PLACE AND FUNCTIONAL. HOWEVER THE TRAILER PARK IS NOW OWNED BY MID-RIVER CORP., ED & KATHY REMBERT

Joel Sanford

From :

DATE OF REPLY	Routing Symbol

SIGNATURE OF REPLIER

TITLE OF REPLIER

5027-104

1. TO BE RETAINED BY [illegible]

OPTIONAL FORM 27
JULY 1973
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOV N NT

2-Way Memo

Subject : Wendson Substation

To : Joel Sanford
→ North Bend Maintenance Hdqtrs

INSTRUCTIONS

Use routing symbols whenever possible.

SENDER:
Use brief, informal language.
Conserve space.
Forward original and one copy.

RECEIVER:
Reply below the message, keep one copy, return one copy.

DATE OF MESSAGE	Routing Symbol
3-28-86	EWS

SIGNATURE OF ORIGINATOR: Sally Benninger

TITLE OF ORIGINATOR: Realty asst

FOLD — INITIAL MESSAGE — FOI

see attached

REPLY MESSAGE

From :

DATE OF REPLY	Routing Symbol

SIGNATURE OF REPLIER

TITLE OF REPLIER

5027-104

3. TO BE RETAINED BY ORIGINATOR

OPTIONAL FORM 27
JULY 1973
GSA FPMR (41 CFR) 101-11.6

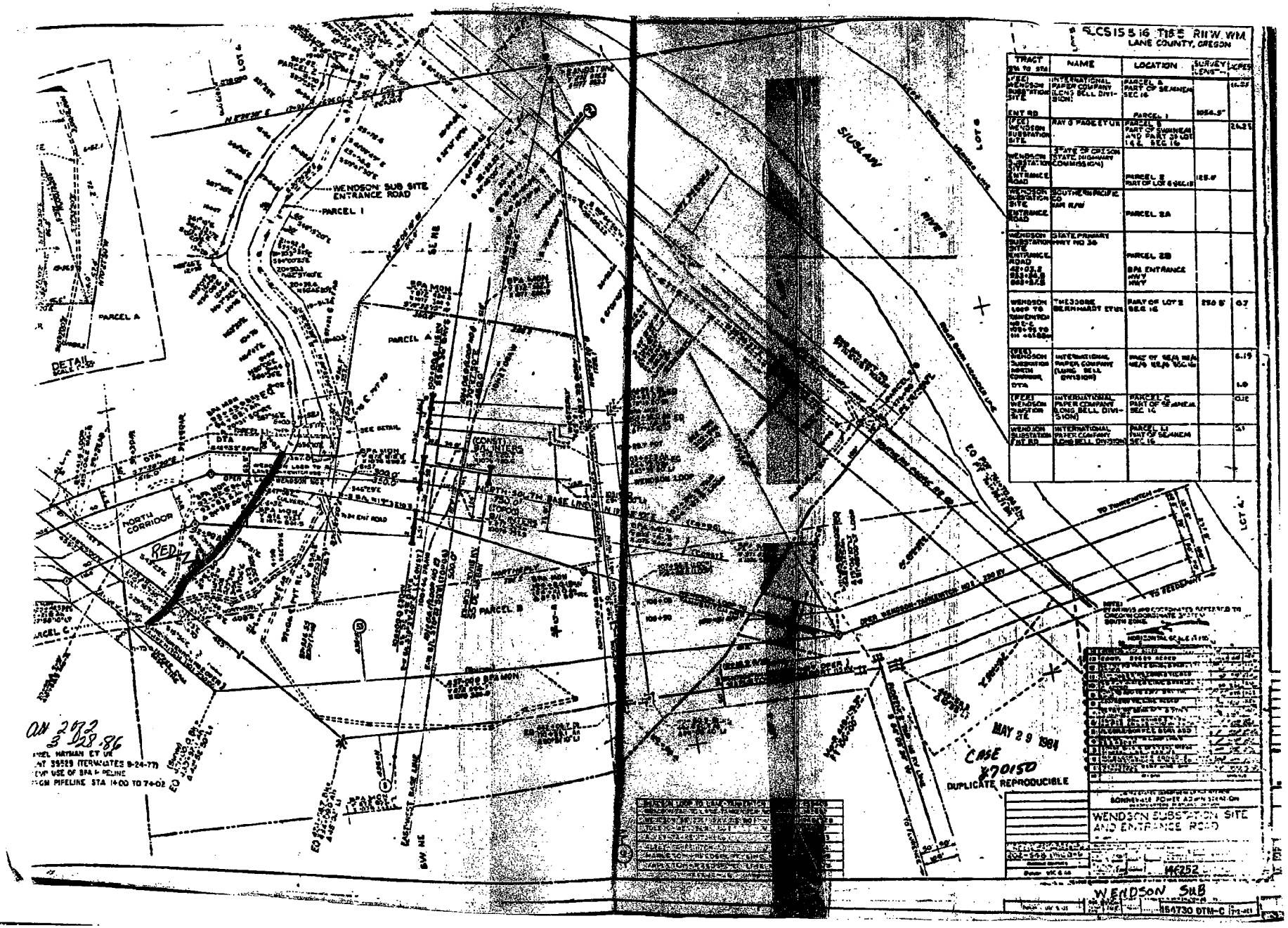
In 1974, BPA negotiated a release with Mr. and Mrs. Hayman from its obligation to construct a dam for impounding water for domestic uses along with laying and maintaining approximately 570 feet of 1 1/2" plastic pipe. BPA agreed to allow the Haymans to use the substation access road for ingress and egress to the water system, and agreed to allow them to install a lock on the gate of the substation entrance so they would be able to maintain the system. BPA was to prepare an easement to the Haymans covering the rights granted; this was not done.

Could you advise me if this water system is in place and being used. If the system is abandonded, we will not need to proceed. If the water system is in and functional, we will need to proceed with preparing the easement document. Also, if you know, do the Haymans still own the trailer park which is serviced by this water system.

This pipeline is shown on BPA Drawing No. 146252; a copy is attached for your reference.

WP-EVLS-5871V

Att 1 of 2
3-28-84



SLCS 15 & 16 T18S R11W WM
LANE COUNTY, OREGON
TRACT
NAME
LOCATION
SURVEY LENGTH
ACRES
(FEE) WENDSON SUBSTATION SITE ENT RD
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL A PART OF SE/4NE/4 SEC 16
PARCEL 1
1054.5'
(FEE) WENDSON SUBSTATION SITE
RAY G PAGE ET UX
PARCEL B PART OF SW/4NE/4 AND PART OF LOT 1 & 2 SEC 16
24.25
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE OF OREGON (STATE HIGHWAY COMMISSION)
PARCEL 2 PART OF LOT 6 SEC 15
125.0'
WENDSON SUBSTATION SITE ENTRANCE ROAD
SOUTHERN PACIFIC CO
PARCEL 2A
WENDSON SUBSTATION SITE ENTRANCE ROAD
STATE PRIMARY HWY NO 36
PARCEL 2B
BPA ENTRANCE HWY
WENDSON LOOP TO TAHKENITCH
THEODORE BERNHARDT ET UX
PART OF LOT 2 SEC 16
250.5'
0.7
(FEE) WENDSON SUBSTATION NORTH CORRIDOR DTA
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PART OF SE/4 NE/4 NE/4 NE/4 SEC 16
6.19
1.0
(FEE) WENDSON SUBSTATION SITE
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL C PART OF SE/4NE/4 SEC 16
0.12
WENDSON SUBSTATION ENT RD
INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
PARCEL L1 PART OF SE/4NE/4 SEC 16
0.1
WENDSON SUB SITE ENTRANCE ROAD
PARCEL 1
PARCEL A
DETAIL
SIUSLAW RIVER
NORTH CORRIDOR
RED
PARCEL B
PARCEL C
TO TAHKENITCH
TO FEEDSPORT
MAY 29 1984
CASE #70150
DUPLICATE REPRODUCIBLE
BONNEVILLE POWER ADMINISTRATION
WENDSON SUBSTATION SITE AND ENTRANCE ROAD
146252
WENDSON SUB
154730 DTM-C

CASE # 920281

WENDSON SS

BPA
OFFICIAL REAL PROPERTY RECORD
DO NOT REMOVE FROM PREMISES
FOR CERTIFIED COPY, CONTACT:
LAND INFORMATION SECTION - MMLA
(503) 230-4540

OFFICIAL LAND FILE

DEC 3 1993

U.S. DEPARTMENT OF ENERGY

BONNEVILLE POWER ADMINISTRATION

10-25-93

DMR 11-03-93

JUN 2 3 1993
(Date to MMLA)

LIS CASE NO. 920281

To: Chief, Land Information Section - MMLA

SUBJECT: Tract No(s): WEND-SS-NC
WEND-SS-PA, B & C
(include mile, etc.)

Cross-Reference Tract/File: _____

PLEASE MAKE THE NECESSARY ENTRIES IN THE LAND REGISTER AND OTHER RECORDS AS FOLLOWS:

[ ] Disposal action has been completed on the above tract(s).

[ ] Easement rights for _____
have been granted to _____ on the above tract(s).

[X] No Rights Issued. Please file attached material in above-referenced case file. Utilization Survey

[ ] No Permit required as crossing is to be located within a public or county roadway. Please file attached material in above-referenced case file.

[ ] NO MAPPING NECESSARY.

[ ] MAPPING NECESSARY-Send to EFBJ.

[ ] 411 in file-send to EFDJ.

Contract Realty Specialist Lynn Scheibner

93 JUN 23 A9:38

LAND TRANSACTION SECTION

Lm 6-24-93
Sah 8-9-93

General Services Administration
Federal Property Resources Service
Washington, DC 20405

APR 29 1993

Mr. Donald G. Trost
Chief, Real Property Branch and
Facilities Management Division
Office of Project and Facilities Management
Department of Energy
Washington, DC 20585

Dear Mr. Trost:

The General Services Administration (GSA) has reviewed the report on the Executive Order 12512 survey on the Wendson Substation, Lane County, Oregon. The report was prepared by the Bonneville Power Administration, Department of Energy (DOE).

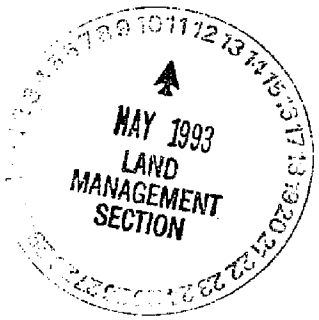
GSA has no objections to the findings and conclusions as described in the report. Further, we did not identify any management improvement or relocation recommendations. GSA supports DOE's asset management efforts through planned improvements on the site which will increase its utilization.

Thank you for your cooperation.

Sincerely,

Ronald L. Rice

RONALD L. RICE
Director
Asset Utilization Division
Office of Real Estate Policy and Sales



Federal Recycling Program Printed on Recycled Paper

FEB 18 1993

MMLC (Case No. 920281)
Wendson Substation
GSA Control No. 891419963

Mr. Richard Q. Vawter, Director
Surveys and Compliance Division
Office of Real Estate and Sales
General Services Administration
Washington, DC 20405

Dear Mr. Vawter:

Enclosed are two copies of the Executive Order 12512 Utilization Survey Report for the Wendson Substation. It is located about 5 miles east of Florence, Lane County, Oregon.

As a result of the survey, it is recommended that no property be reported excess.

A copy of the report is being provided to the Office of Real Estate Sales in San Francisco, California.

Please call me on (503) 230-3252 if there are any questions.

Sincerely,

/s/ Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

Enclosure

LScheibner:jd:5950 (VS10-MMLC-1389y, pg. 7)

cc:
BPA-AC (2)
Director, Facilities and Real
Property Mgmt. Divison, AD-14
(w/o Attachment)
A. Brandt - DSOP
G. Shales - EESC
Dir., Div. of Facilities Eng. - EF
G. Devore - EFDJ
L. Kurkoski - EOFA
F. Walasavage - WD-5
Asst., Area Engineering Mgr. - LE
Official File - MMLA (Case No. 920281)

OFFICIAL FILE COPY

EXECUTIVE ORDER 12512

REAL PROPERTY UTILIZATION SURVEY

of

Department of Energy/Bonneville Power Administration

Wendson Substation

Lane County, Oregon

GSA Inventory Control No. 891419963

on

March 24, 1992

INDEX

1. PURPOSE

2. DESCRIPTION

3. MISSION

4. UTILIZATION

   a. Findings

      1. Not Utilized
      2. Underutilized
      3. Not Being Put to Optimum Use
      4. Real Property Management Improvements

   b. Excess Recommendations

5. CERTIFICATION AND APPROVAL

   a. Certification
   b. Approval

6. PERSONNEL CONTACTED

Exhibits

Location Map
Site Plan

Photographs

1. PURPOSE

This survey of the Wendson Substation was conducted on March 24, 1992, pursuant to provisions of Section 2 of Executive Order 12512 and as prescribed by Subpart 101-47.8 of the Federal Property Management Regulations (FPMR). This survey was made to identify, as appropriate, those areas of real property which were found to be not utilized, underutilized, or not being put to optimum use, as defined in FPMR 101-47.801(a).

2. DESCRIPTION

Wendson Substation is located in a rural area off Highway 126 about 5 miles east of Florence, Oregon. The Government has about 3,100 feet of 60-foot-wide access road easement leading to the substation property. The irregular shaped parcel consists of approximately 46.8 acres.

Improvements consist of a 1,152 square foot control house, station electrical equipment, graveled parking lot and miscelleanous yard improvements. The improvements current book value is $3,176,337.

The site slopes moderately from the northerly boundary to the fenced electrical compound, then drops almost vertically to the southerly boundary. Dense ground cover consists of various evergreen and deciduous trees, and numerous shrubs and brushes. With the exception of three single family residences situated west of the site, adjacent ownerships are used primarily for grazing and forestry.

Land use in the area is subject to the Lane County zoning ordinance. Present zoning is F-1, Nonimpacted Forest Lands. The purpose of F-1 zoning is to conserve forest land for forest uses.

3. MISSION

The mission of the Wendson Substation is assure Western Lane County of an adequate, economical, reliable and environmentally acceptable power supply.

4. UTILIZATION

a. Findings.

(1) Not utilized.
None.

(2) Under utilized.
None.

(3) Not being put to optimum use.
None.

(4) Real property management improvements.
None.

b. Excess recommendations.

Future development of the electrical facility includes addition of four 115-kV bays, two 230kV bays and one 230/115-kV transformer bank. The fenced compound will expand about 2+/- acres. With the addition of the second transformer it is necessary to maintain noise levels at an acceptable level. The entire 46.8 acres of fee-owned land is required for the electrical facility, transmission lines, and visual, noise, electrical and electromagnetic buffer zones.

It is therefore recommended that BPA retain the entire Wendson Substation facility.

5. CERTIFICATION AND APPROVAL

It is certified that this Survey Report is a true and accurate representation of conditions found to exist at the Wendson Substation, Lane County, on March 24, 1992. Further, this certifies that the contents herein reflect the comments and concurrence of all survey team members.

Lynn Scheibner
Contract Realty Professional

b. Approval

This survey report has been reviewed and is approved.

John R. Cowger
Chief, Land Branch
Bonneville Power Administration

6. PERSONAL CONTACTED

Representatives of Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208

Alfred Brandt - DSOP Chief, Plant Investment Section Accounting Operations Branch	503-230-7624
Gene DeVore - EFDJ Civil Engineering Technician Facilities Development Section	503-230-5550
Leo Kurkoski - EOFA Electrical Engineer Project Coordination Section	503-230-4437
George Shales - EESC Electrical Engineer Area and Customer Service Section	503-230-5477

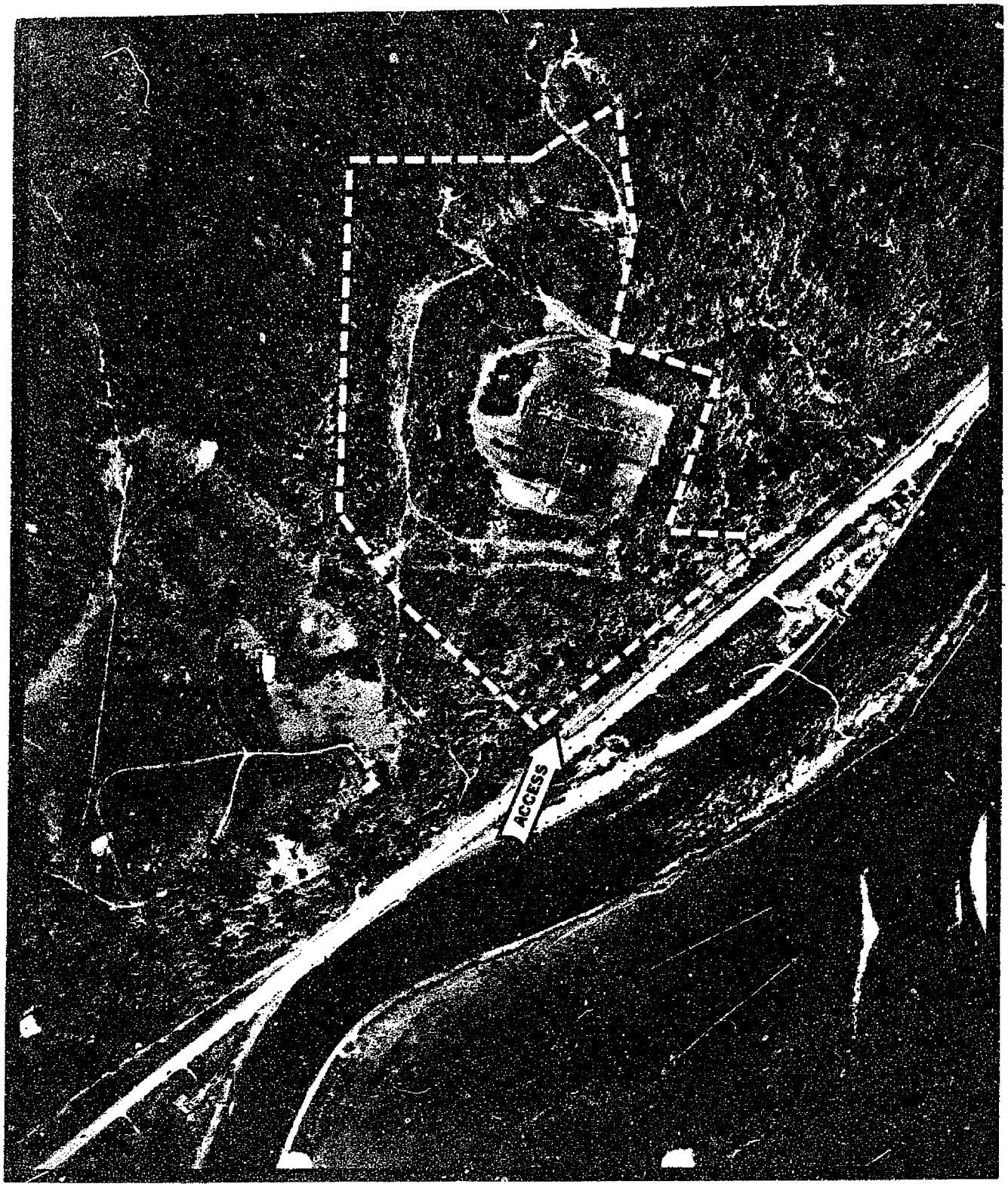
Lynn Scheibner - MMLC 503-230-5950
Contract Realty Professional
Land Management Section
Land Branch

Representatives of Bonneville Power Administration
Lower Columbia Area
1500 NE. Irving Street, Room 243
P.O. Box 3621
Portland, OR 97208

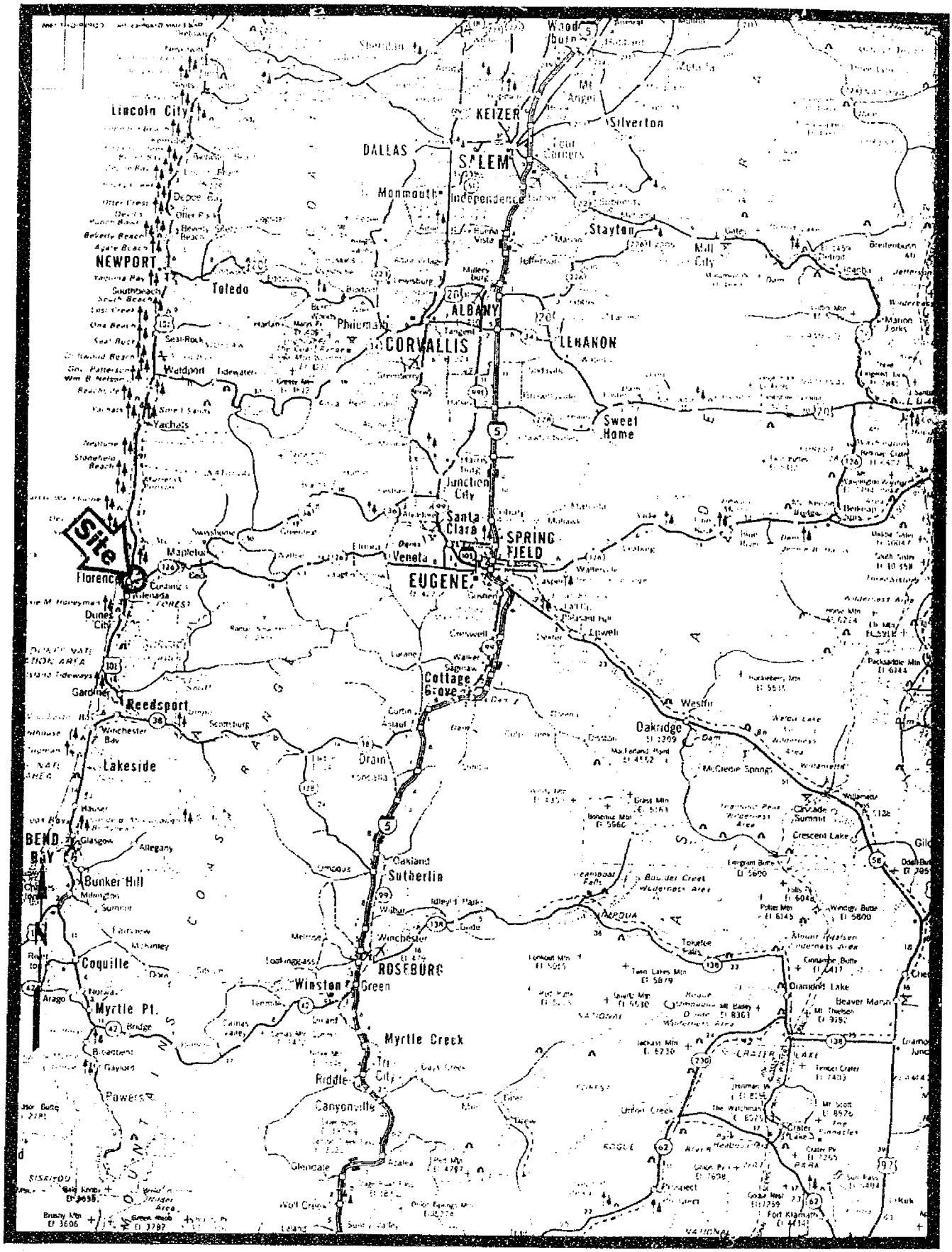
Fred Walasavage - LD-5 503-230-3919
Area Environmental Manager

Jerry Mohr - LE 503-230-5237
Electrical Engineer

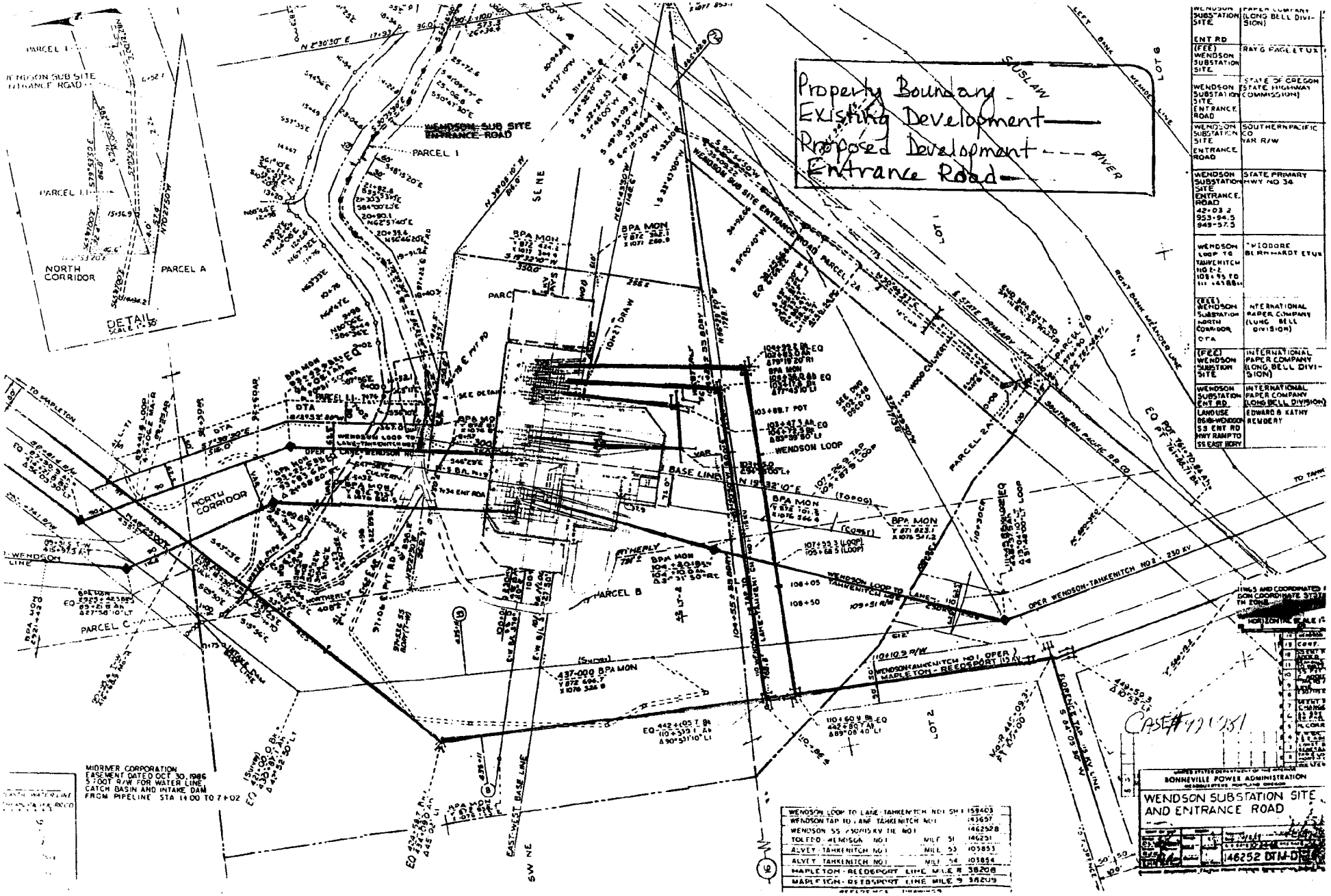
Doris Jarrett - LE 503-230-5236
Electrical Engineering Technician



Aerial View



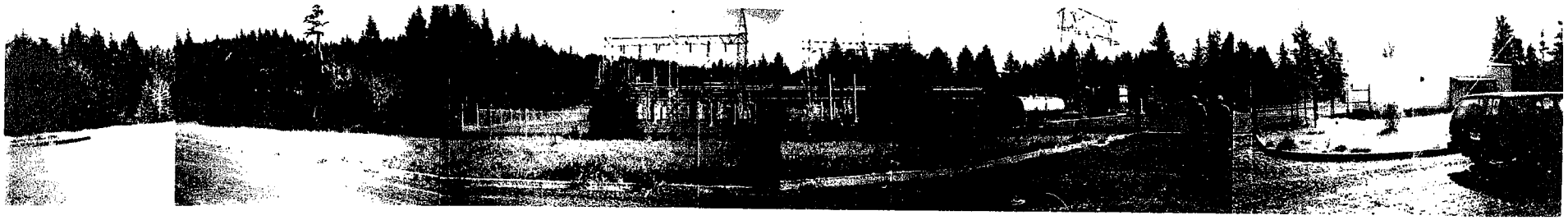
Location Map



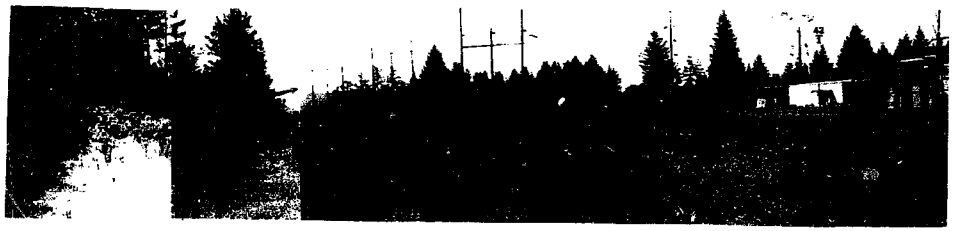
WENDSON SUBSTATION SITE ENT RD	PAPER COMPANY (LONG BELL DIVISION)
(FEE) WENDSON SUBSTATION SITE	RAY G PAGE ET UX
WENDSON SUBSTATION SITE ENTRANCE ROAD	STATE OF OREGON STATE HIGHWAY COMMISSION)
WENDSON SUBSTATION SITE ENTRANCE ROAD	SOUTHERN PACIFIC CO NAR R/W
WENDSON SUBSTATION SITE ENTRANCE ROAD 42+03.2 553-94.5 949-57.3	STATE PRIMARY HWY NO 34
WENDSON LOOP TO TAHKENITCH NO 2-2 108+95.90 111 +48.88	T WIDDORE BERNHARDT ETUX
(FEE) WENDSON SUBSTATION NORTH CORRIDOR OTA	INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
(FEE) WENDSON SUBSTATION SITE	INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
WENDSON SUBSTATION ENT RD	INTERNATIONAL PAPER COMPANY (LONG BELL DIVISION)
LAND USE 88(8)-WENDSON SS ENT RD HWY RAMP TO SS EAST BDRY	EDWARD B KATHY REWBERY

View North Corridor from the "Y" in entrance road. Red arrows indicate boundary lines.

Looking Southeasterly at Substation from access road (40+/- feet from culvert). Red arrows indicate boundary lines.



Pan of substation. Looking North to East from parking lot.



View Southerly portion of substation. Red arrow indicates Southeasterly boundary line.

FEB 18 1993

MMLC (Case No. 920281)
Wendson Substation
GSA Control No. 891419963

Mr. Clark Van Epps, Director
Office of Real Estate and Sales (9 DR)
General Services Administration
525 Market Street
San Francisco, CA 94105

Dear Mr. Van Epps:

Enclosed is an Executive Order 12512 Utilization Survey Report for the Wendson Substation. It is located about 5 miles east of Florence, Lane County, Oregon.

As a result of the survey, it is recommended that no property be reported excess.

Two copies of the survey report are being submitted to the Surveys and Compliance Division in Washington, DC.

If you have any questions, please call me on (503) 230-3252.

Sincerely,

/s/ Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

Enclosure

LScheibner:jd:5950 (VS10-MMLC-1389y, pg. 6)

cc:
Official File - MMLA (Case No. 920281)

OFFICIAL FILE COPY

ROUTING AND TRANSMITTAL SLIP

Date 1/7/93

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. T. Rodriques — EOFA		
2. Leo Kurkoski (Rep).		NO COMMENT 4:11 pm 2/2/93
3.		
4. Subject:		
5. Wendson Substation		

	Action		File		Note and Return
	Approval		For Clearance		For Conversation Inte-mail
	As Requested		For Correction		Prepare Reply
	Circulate		For Your Information		See Me
	Comment		Investigate		Signature
	Coordination		Justify		

REMARKS

I need your help to identify the ~~future~~ development of the facility on the attached drwgs. Please let me know when I can expect your response. around Feb 1st.

Thank You!

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
Lynn Schaibner —	MMLC
	Phone No. 5950

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

* U.S. GPO: 1988 — 241-174

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date: JAN 4 1993

TO
Name: Addressees
Routing symbol:

Fold here for return

FROM
Name: Lynn Scheibner LScheibner
Routing symbol: MMLC

Subject: Wendson Substation

Attached is a draft utilization survey of the above referenced substation. Please review the document and provide your comments by January 11, 1993. A verbal response is fine. Your negative responses are appreciated.

Thanks!

Attachment

Addressees:
A. Brandt - DSOP
G. DeVore - EFDJ
T. Rodriques - EOFA
G. Shales - EESC
S. Allison - LD-5
J. Mohr - LE
D. Jarrett - LE

LScheibner:jd:5950

DOE - BONNEVILLE POWER ADMINISTRATION

BPA 303 Oct. 1981

REVIEWED DESCRIPTION OF LAND PROPERTY UTILIZATION IN CONJUNCTION WITH THE ELECTRICAL INSTALLATION, EXISTING AND PENDING EXPANSION AND CONCUR WITH SURVEY DESCRIPTION.

GORGE V. SHALES P.E.
JAN. 6-1993

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date JAN 4 1993

TO
Name
Addressees
Routing symbol

Fold here for return

FROM
Name
Lynn Scheibner LScheibner
Routing symbol
MMLC

Subject: Wendson Substation

Attached is a draft utilization survey of the above referenced substation. Please review the document and provide your comments by January 11, 1993. A verbal response is fine. Your negative responses are appreciated.

Thanks!

Attachment

Addressees:
A. Brandt - DSOP
G. DeVore - EFDJ
T. Rodriques - EOFA
G. Shales - EESC
S. Allison - LD-5
J. Mohr - LE
D. Jarrett - LE

LScheibner:jd:5950

JAN 1993
LAND MANAGEMENT SECTION

Karen

No comments, ~~[illegible]~~
Greg (for Shannon)

ENERGY BONNEVILLE POWER ADMINISTRATION PORTLAND OREGON

BPA 303 Oct. 1981

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

INTEROFFICE MESSAGE

Date: JAN 4 1993

TO
Name: Addressees
Routing symbol:

Fold here for return

FROM
Name: Lynn Scheibner LScheibner
Routing symbol: MMLC

Subject: Wendson Substation

Attached is a draft utilization survey of the above referenced substation. Please review the document and provide your comments by January 11, 1993. A verbal response is fine. Your negative responses are appreciated.

Thanks!

Attachment

Addressees:
A. Brandt - DSOP 1/6/93 8:57 Wonderful!
G. DeVore - EFDJ Concur 1/7/93
T. Rodriques - EOFA Needs sketch 1/6/93 Leo Kuikoski/6 comment 2/3/93 4:11pm
G. Shales - EESC Concur 1/6/93
S. Allison - LD-5 No comments
J. Mohr - LE No Comment 1/6/92
D. Jarrett - LE No comment 1/6/92

LScheibner:jd:5950

OFFICIAL FILE COPY

Division of Facilities Engineering

INTEROFFICE MESSAGE

25 March.1992

TO
Name:
Lynn Scheibner
Routing Symbol:
MMLC

---------- fold here for return----------

FROM
Name:
Rogene de Vore
Routing Symbol:
EFDJ

SUBJECT: Wendson Substation Land Utilization Survey

Commenting on any changes to the last report.

1. No change.
2. a.No change.
   b.No change.
   c.No change.
   d.No change.
   e.No change.
   f.No change.
   g.No change, But book value may have changed.
   h.No change.
   i.No change.
   j.?
   k.No change.
3. No change. All property utilized.
4. No change. Use the same recommendation as before.

4 MAR 1992 LAND MANAGEMENT SECTION

FEB 2 1 '92

MMLC (Case No. 920281)
Wendson Substation
GSA Inventory Control No. 891419963

Mr. Clark Van Epps, Acting Director
Office of Real Estate Sales (9 DR)
General Services Administration
525 Market Street
San Francisco, CA 94105

Dear Mr. Van Epps:

This is to advise you that Executive Order 12512 Utilization Survey of Wendson Substation has been scheduled for March 24, 1992. Wendson Substation is located about 5 miles east of Florence, Lane County, Oregon.

If you have any questions, please contact Lynn Scheibner on FTS 429-5950 or (503) 230-5950.

Sincerely,

/s/ Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

LScheibner:jd:5950 (VS10-MMLC-0369y, pg. 2)

cc:
G. Shales - EESC
G. DeVore - EFDJ
T. Rodrigues - EOFA
J. Mohr - LE
Official File - MMLA (Case No. 920281)

OFFICIAL FILE COPY

BPA F 1325.01
(01-99)
(Previously BPA 1100)

U.S. DEPARTMENT OF ENERGY – BONNEVILLE POWER ADMINISTRATION

Memorandum

DATE : January 27, 1992

FROM : Jan Gann, Plant Accounting Assistant
Plant Investment Section - DSOP

SUBJECT: Wendson Substation Utilization Survey per Executive Order 12512

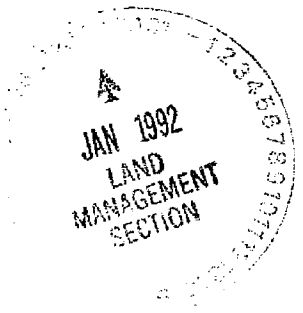
TO : Renee M. Ferrera, Chief, Land Management Section - MMLC

The Plant Investment Section records dated FY 91 show the costs capitalized at Wendson Substation are:

Fee Land	46.8 Acres	$ 36,866	
Easements		7,214	
			$ 44,080
Buildings			
Z 689 Steel Control House	1,152 Sq Ft		42,835
Station Equipment			3,133,502
Total Wendson Substation			$ 3,220,417

JGann:nk:7623 (VS10-DSOP-1219s)

cc:
K. Pick - MMLC
Official File - DSOP FI-12



TRACT Nos.: WEND-SS-NC, PA & PB Date: September 17, 1996

LIS CASE No.: 960090

To: Manager, Real Property Information - TTRI

☐ Disposal action has been completed on the above tract(s).

☐ Easement rights have been granted on the above tract(s).

☐ No Rights Issued.

☐ No Permit required as crossing is to be located within a public or county roadway.

☒ NO MAPPING NECESSARY.

☐ MAPPING NECESSARY - Send to TEFC.

☐ Cancellation.

☒ Other\TIMBER CONTRACT (*EXPIRED*).

Realty Specialist
Real Property Management

Note:
LMS:5950

LMS 10-24-96

WENDSON SUBSTATION TIMBER SALE

Contract No.: 95-04
Tract Nos.: MA-R-26-XW, WEND-SS-NC, WEND-SS-PA, WEND-SS-PB

TIMBER SALE AGREEMENT AND BILL OF SALE

The UNITED STATES OF AMERICA, acting by and through the Administrator of the Bonneville Power Administration (BPA), under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 377), and regulations and orders promulgated thereunder, for and in consideration of future payment of a percentage of the net receipts from the sale of BPA property described below, does hereby grant, bargain, sell and convey to **Gary Foglio Trucking, Inc.**, Purchaser, the following described property:

> All designated timber growing or lying within the northern portion of the Wendson Substation within the BPA identified tracts of WEND-SS-NC, WEND-SS-PA, WEND-SS-PB acquired in documents recorded in the Lane County Deed Records and all timber growing and lying within the BPA identified tract of MA-R-26-XW. All areas are marked on Exhibit "A" and are located within the north half of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Washington.

The following conditions shall apply to the timber sale and shall be in force commencing the first day Purchaser, or Purchaser's contractor, enters the area to begin work:

1. INTENT TO ENTER. At least 24 hours prior to entering the sale area, the Purchaser shall contact the following individual and advise of intent to enter:

> Kathy Stephenson, BPA
> (503) 230-5675

2. PAYMENT. Upon removal and sale of the designated timber within the sale area by the Purchaser, the Purchaser shall pay to BPA **45 percent** (40 percent to BPA for payment of the timber plus an additional 5 percent holdback money) of the proceeds received from the sale of the delivered logs to the mill(s) based upon the net scaled/weighed volume of the timber removed. Prior to cutting or removal of any timber, Purchaser shall obtain from the purchasing mill(s), as well as provide BPA with, a copy of a signed Purchase Order indicating that **45 percent** of the net proceeds be withheld and sent directly to BPA at the following address:

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

Payment to BPA shall be in cash or check and shall be made within no less than 30 days from the date of delivery of the first logs to a mill. Copies of scale/weight tickets and payment vouchers from the sale of the delivered logs shall be provided to BPA's Authorized Officer by either the mill(s) or Purchaser. Purchaser shall not sell the timber for value other than cash in United States currency.

Any material not meeting the minimum merchantability standards as specified in Paragraph 4 but is capable of being marketed will become the property of the Purchaser at no additional cost to Purchaser.

Title to the timber will remain vested in the United States of America until such time as the severed logs are delivered to their final destination for utilization. At that time, title to the severed logs will vest in the Purchaser.

3. DESIGNATED TIMBER TO BE CUT AND REMOVED. The designated timber to be cut and removed consists of three (3) contract areas. The contract area boundaries are shown on Exhibit "A".

Contract Area 1: All trees within these areas will be cut, whether merchantable or nonmerchantable. In addition, any tree marked with an orange painted "DT" which lies adjacent to, but outside of the contract area shall be cut. Slash within this area will be piled or windrowed according to the specifications within this agreement.

Contract Area 2: Only trees marked with an orange paint will be cut. Slash within this area will be lopped and scattered according to specifications within this contract.

Contract Area 3: All merchantable standing or down timber shall be cut and removed. Slash within this area will be piled or windrowed according to specifications within this contract.

Within all contract areas, only merchantable timber is required to be removed. Any unmerchantable timber cut will be disposed of as slash. No additional trees shall be cut and removed without prior permission of Authorized Officer.

4. MERCHANTABILITY STANDARDS. All logs defined below shall be removed as designated timber under this contract as follows:

Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: 6 inches in gross scaling diameter, containing 20 board feet (net).

Any hardwood log that conforms with grading rules for No. 4 Alder log grade or better and meets or exceeds both of the following minimum requirements: 10 inches at DBH, containing 20 board feet (net).

Any conifer log that meets the specifications of Utility grade or Special Cull grade.

Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.

Purchaser shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling and yarding.

5. DIRECTIONAL FELLING REQUIREMENTS. Purchaser shall fall all timber away from any transmission line, fence, or road. Any tree that could fall within 15 feet or less of a conductor shall be line felled, tree jacked with hydraulic rams, or felled utilizing any other method approved by the Authorized Officer in order to direct the tree away from any of those facilities.

6. HOLD ORDERS, OUTAGES AND SAFETY WATCHES. Due to the fact that Contract Area 1 is located next to an energized transmission line, no trees that could fall into the conductor shall be felled without a BPA safety watch being present. Purchaser will notify the Authorized Officer at least five (5) working days in advance that Purchaser will be falling timber that could fall into the conductor so that a safety watch and an outage can be arranged. A BPA safety watch will be on site only from 8:00 am to 4:30 pm so the Purchaser should plan accordingly. The BPA safety watch will order an outage on the transmission line that could be affected. When an outage is ordered, timber falling shall be conducted in a timely fashion so that the amount of time of the outage is minimized. Trees within Contact Area 1 that will not fall into the conductor can be felled at any time without the presence of a safety watch. All other trees (Contract Area 2 and 3) can be felled at any time without the presence of a safety watch.

7. LANDINGS AND SKID TRAILS. Location of all landings, tractor roads and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for safe and efficient skidding and loading operations. No landing will be located on an existing roadway nor under a transmission line without prior approval of the Authorized Officer. Any skid roads created by the logging will be water barred after usage.

8. PROTECTION OF ROADS, UTILITIES, AND IMPROVEMENTS. Existing telephone, telegraph, and transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's logging operations. All roads and ditches shall be kept free of logs, slash, and debris. Damage to roads, utilities, and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

11-1-95

A water line exists above the creek within Contract Area 1 as shown on Exhibit "A". **This is a domestic water line and all precaution should be taken not to damage the pvc pipe.** The water line is clearly marked on the ground.

9. ROAD MAINTENANCE. Purchaser's responsibility for normal road maintenance commences with the Purchaser's first use of a road for any activity under the contract. Purchaser's responsibility shall continue through any activity periods until final acceptance of the maintenance is made by the Authorized Officer.

Normal maintenance shall be inclusive of work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures.

All roads in the Sale Area shall be kept free of obstructions and maintained in a condition that permits ongoing travel during the operation, unless otherwise approved by the Authorized Officer.

10. DUST ABATEMENT. In order to control excessive accumulations of dust on insulators and conductors, the Purchaser shall not operate equipment, including log trucks, over a speed of 10 M.P.H. while in the contract area. If Purchaser is continually in violation of this maximum speed restriction, Purchaser shall be required to water the roadways within the contract area.

11. GATES. The main gate just off Hwy. 126 may need to be locked at various times throughout the operation. The Purchaser will be required to install their lock into the BPA gate for access purposes. As a standard rule, if the gate is found open, then it should be left open or if it is found closed, it should be reclosed upon entry.

12. LOG ACCOUNTABILITY BY LOG LOAD RECEIPTS. Purchaser shall completely and accurately fill out all portions of a multipart, serially numbered log load receipt provided by BPA before each truck leaves the landing area. Purchaser shall require the truck driver of each load of logs to sign the woods receipt. Purchaser shall then staple the load receipt and scaler receipt parts to the load as instructed on the log load receipt directions. Purchaser shall require the scaler to record the log load receipt number on the scale ticket that is signed by the scaler, and to attach the scaler receipt part to a copy of the scale ticket and mail to BPA on the date scaled. Purchaser shall be fully accountable for all serially numbered woods and scaler receipt tickets. Purchaser shall retain all woods receipts in each book and return to BPA as soon as all receipts in each book have been used or when the job has been completed. Unused books or portions of books shall be returned to BPA at the completion of timber removal from the sale area. Purchaser shall account for each and every serially numbered log load receipt, and shall pay damages to BPA for all log loadreceipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the loads of logs scaled from the sale area.

4 of 8
11-1-95

13. LOG SCALING AND LOCATIONS. All logs from timber sold under the terms and conditions of this contract shall be: 1) scaled/weighed at the closest multiple scaling location to the timber sale area; 2) scaled/weighed at scaling/weighing locations approved by BPA; 3) scaled/weighed by a third-party scaling/weighing organization; and 4) scaled using the Official Log Scaling and Grading Rules. Logs shall not be delivered unless an authorized third-party scaling organization scaler is available to scale the scaled loads. All costs of scaling/weighing and all costs in connection with reports furnished to BPA shall be paid by Purchaser.

14. BRANDING AND PAINTING. All sawlog loads removed from Sale Area shall be hammer branded on at least one end of the log with an assigned brand and shall be painted on at least one end with highway yellow paint. All chip loads need only to be branded and painted so that the brand and paint appear on the majority of logs. All branding and painting shall take place within the Sale Area before removal from the Sale Area. All hammer brands and yellow paint must remain on logs until they are domestically processed. If a brand registered to BPA is issued, Purchaser agrees to sign a receipt for those branding hammers and to return them in good condition within 14 calendar days of completion of log hauling. Purchaser shall pay a fee of $50 to BPA for each branding hammer returned to BPA in damaged and unusable condition, or $100 for each branding hammer not returned within the time specified by BPA.

15. SLASH DISPOSAL. Slash will be disposed through piling or windrowing within Contract Areas 1 and 3 and lop and scatter within Contract Area 2.

Piling or Windrowing - Piles or windrows shall be located so as to create firebreaks between each pile or windrow and any forest edge. To accomplish that piles and windrows shall be located at least 50 feet apart and more than 20 feet from any forest edge or roadway. Road ditches and culverts will be cleaned and kept free of obstructions. Logs, chunks, and other debris resulting from piling or windrowing will be prevented from being deposited in streams or other waterways. If such material should become deposited in streams or other waterways, prompt removal of this material should be accomplished so as to restore water flow, using care in doing so to prevent unnecessary damage to stream channels and banks. The steep stream channel found in Contract Area 1 will be left in an "as is" condition after logs are removed from this area unless otherwise directed by the Authorized Officer.

Lop and Scatter - The Purchaser shall cut the tree branches from at least two sides of the entire main stem to allow the stem to lie flat on the ground. Where cut stems and branches form a fuel layer which may present a fire hazard, they shall be scattered to minimize fire hazard. Debris resulting from the lop and scatter operation shall be removed from any roadway, cutslope, ditches, and water course and may be scattered downslope from a road or placed in other stable locations Large debris, 6 inches or larger in diameter, shall be cut into lengths of 6 feet or less to facilitate rapid decay, unless otherwise approved by Authorized Officer. Maximum slash height depth for lop and scatter shall be 18 inches above the ground.

5068
11-1-95

16. INSURANCE. Purchaser shall secure, at Purchaser's expense, and keep in effect during the term of this contract, the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the state within which the Purchaser operates his business. The issuing company or companies shall indicate on the insurance certificates that BPA will be given not less than 30 days' notice of any cancellation, material change, or intent not to renew such policy.
The coverage shall be as follows:

(a) Commercial General Liability insurance covering personal injury and property damage in an amount not less than $500,000 combined single limit per occurrence, with no more than $5,000 deductible, with a contractual liability to include all contracts involving the work to be performed under this contract.

(b) Automobile Liability insurance in an amount not less than $500,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.

(c) Loggers Broad Form coverage in an amount not less than $500,000, with no more than $5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of Purchaser, employees, contractors, and others working or acting for Purchaser.

(d) Worker's Compensation insurance as statutorily required for persons performing work under the agreement.

(e) As evidence of the insurance coverage required by this contract, Purchaser shall furnish a certificate or certificates of insurance including all of the foregoing coverages to BPA.

17. HOLDBACK MONEY. A 5% holdback will be held by BPA. The holdback money shall guarantee complete compliance by Purchaser with the terms and conditions of this agreement, and the faithful performance of all obligations required of Purchaser by this agreement. Upon successful completion of the contract as determined by the Authorized Officer, the additional 5 percent holdback money will be released to the Purchaser. If, however, Purchaser fails to complete any portion of the contract, any or all of the holdback money can and will be used to complete the contract.

18. VIOLATIONS. - If Purchaser violates any provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of Purchaser under this contract, except such operations as may be necessary to remedy the violation. If Purchaser fails to remedy the violation within ten (10) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel the rights of the Purchaser under this contract and may acquire appropriate supplies or services similar to those terminated, and Purchaser will be liable to BPA for any excess costs for those supplies or services. BPA may take appropriate action to recover all damages suffered by BPA by

reason of such violation, including application toward payment of such damages of any advance payments, holdback moneys, and performance bonds. If Purchaser cuts or removes any timber sold under this contract during any period of suspension, such cutting or removal shall be considered willful trespass and render Purchaser liable for damages under applicable law.

19. PERMITS. The purchaser shall be responsible for obtaining any permits or approvals from Federal, State, or local jurisdictions, requiring for cutting and/or removal of the trees sold herein.

20. COMPLIANCE WITH LAWS. Purchaser shall be responsible for compliance with any Federal, State, or local laws and regulations applicable to cutting and/or removal of the trees sold herein. Purchaser shall be liable for all costs, fines, or penalties related to noncompliance with said Federal, State, or local laws and regulations, as a result of Purchaser's, or its contractors, activities associated with cutting and/or removal or the trees sold herein.

21. TAX LIABILITY. Purchaser shall be responsible for any tax liability arising from cutting and/or removal of the trees. Trees taken from outside the boundaries of the BPA owned Wendson Substaion (most of Contract Area 1) are subject to Severance Tax and Forest Products Harvest Tax. The trees taken within the boundaries of the BPA owned Wendson Substation are only subject ot the Forest Products Harvest Tax.

22. FIRE PREVENTION AND SUPPRESSION. Purchaser shall take such measures for the prevention and suppression of fire on the area as are required by applicable laws and regulations.

23. RISK OF LOSS, DAMAGE, OR INJURY. Purchaser shall assume all risk of loss, damage, or injury which may result from its, or its contractor's, activities associated with cutting and/or removing the trees sold herein, 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. Purchaser shall indemnify and hold BPA harmless from any and all claims for damages to property, or injury or death to persons, resulting from activities of the Purchaser, or its contractor, related to cutting and/or removal of the trees sold herein.

24. UTILIZATION. The merchantable trees within the Sale Area shall be utilized to the fullest extent economically feasible and removed from the Sale Area.

25. DURATION OF AGREEMENT. Cutting and removal of the trees shall be completed by December 31, 1995, unless an extension is granted, in writing, by BPA.

26. NO EXPORT. Purchaser shall not export any of the trees sold herein.

27. AUTHORIZED OFFICER. Unless otherwise stated, the Authorized Officer will be Kathy Stephenson, Forester for Bonneville Power Administration

28. PRECAUTIONS FOR CONTROLLING THE SPREAD OF UNDESIRABLE PLANTS: Prior to entering the sale area, any equipment and machinery used in the logging operations is required to be power washed to ensure that the equipment is free of all weeds and weed seeds. Purchaser shall be responsible for providing the necessary equipment in order to accomplish this requirement.

The above-described property was both duly determined to be surplus to the needs and requirements of BPA and assigned for disposal pursuant to authority contained in the said Federal Property and Administrative Services Act as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, seller has caused this instrument to be executed as of 10/31, 1995.

UNITED STATES OF AMERICA
Bonneville Power Administration

By John R Conger
Manager for Real Estate

I (We) hereby accept the terms and conditions stated in the Agreement and Bill of Sale above.

Gary Foglio
Signature

Pres
Title

11-1-95
Date

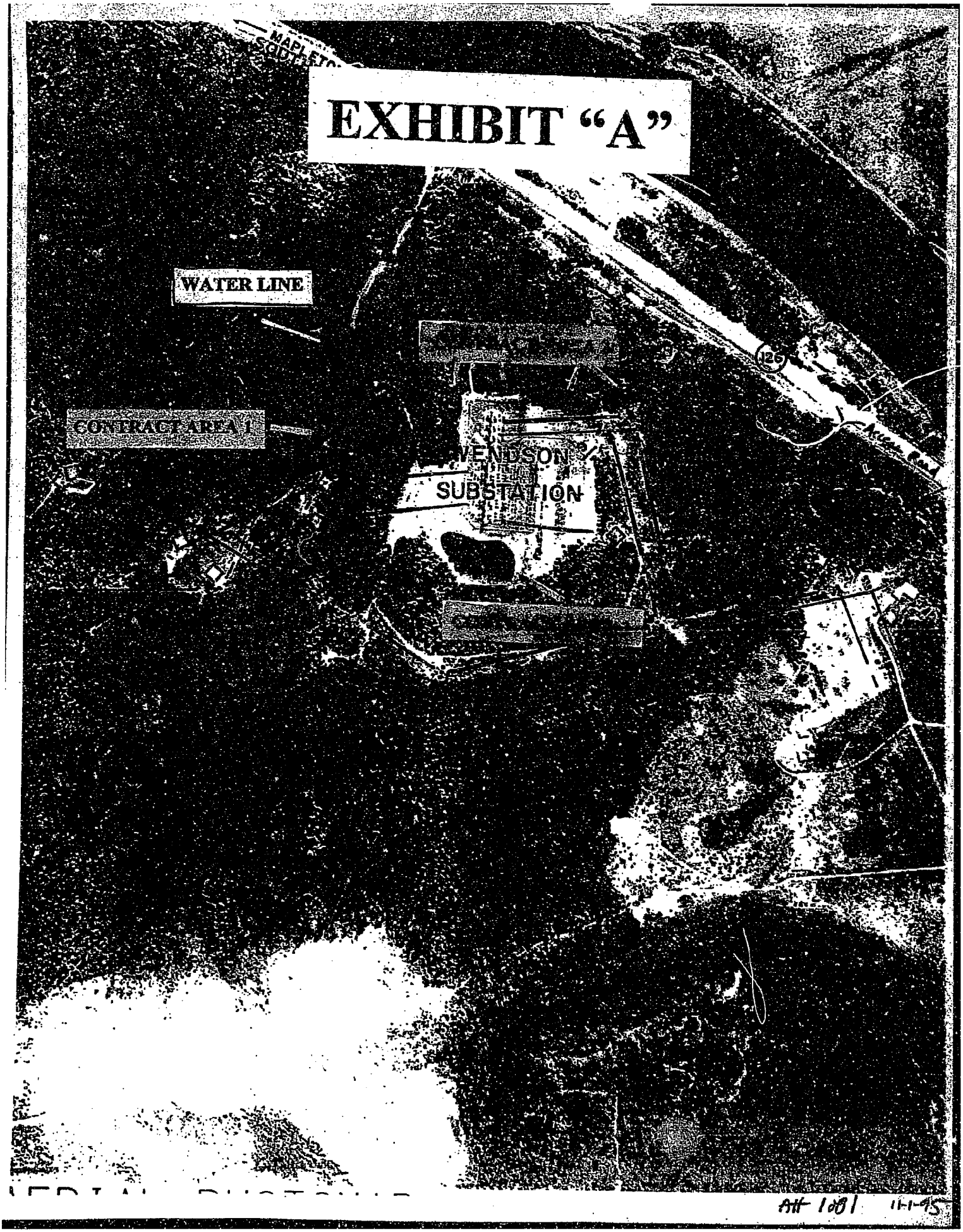
Signature

Title

Date

Contract No. 95-04
Wendson Substation Timber Sale (WENDSAL.DOC)

8068
11-1-95



Att 1081 11-1-95

379719 enPOE 3068888

96RE00512

BPA F 2240.02
(05-89)
(Previously BPA 1346)
(Previously Edition Not Usable)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

PUBLIC VOUCHER FOR REFUND

VOUCHER NO.
SCHEDULE NO.
APPROPRIATION OR FUND
VOUCHER PREPARATION DATE: 11-Jun-96
WIRE TRANSFER DATE
GV PROCESSING DATE

DEPARTMENT OR ESTABLISHMENT, BUREAU OR OFFICE
U.S. Dept. of Energy, Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208

TO (Address)
Gary Foglio Trucking
84811 Highway 101 S.
Florence OR 97439

DATE OF DEPOSIT	RECEIPT NO.	ARTICLES OR SERVICES	AMOUNT DEPOSITED DOLLARS	APPLIED CHARGES DOLLARS	BALANCE DUE DEPOSITOR DOLLARS
		Refund of 5% hold back money per completed Contract #95-04. Acct # LA3 000901.			
		Refund Due:			$1,173.67
		X14330 $ 1,173.67			
		CC:Kathy W. Stephenson			
		Total	$0.00	$0.00	$1,173.67

95 JUN 10 AM 10:02
CONFIDENTIAL ACCOUNTS PAYABLE

I certify that the above statement of deposit(s) of the payee or depositor named is correct and that the sum $ 1,173.67 is due said depositor.

Approved and refund authorized for $ 1,173.67
Approved by (Signature)

Title: Homer S. Thompson, Manager Financial Operations
Date: 6/17/96

Agent Cashier Signature
Date
Draft No.

Distribution: White - Payee General Vouchers General Accounting Section (Paid File) General Accounting (With Payment Coding) Requester

DOE F 1325.8 e Electronic Form Approved by CGIR - 01/20/95
(8-89)

United States Government **Department of Energy**

Bonneville Power Administration

memorandum

DATE: May 14, 1996

REPLY TO ATTN OF: TTRD

SUBJECT: Refund of 5% Holdback Money, Case #960090, Contract 95-04, Tract Nos. WEND-SS-NC, WEND-SS-PA, WEND-SS-PB, MA-R-26-XW

TO: Nancy Mitman
Manager, Disbursement Operations - FRC

Gary Foglio Trucking, Inc. has successfully completed Contract No. 95-04. As specified within this agreement and bill of sale, 5% would be withheld in order to guarantee fulfillment of the agreement. Upon successful completion of this agreement, the 5% holdback money would be dispersed to him.

Please issue a check to Gary Foglio Trucking, Inc. for $1,173.67 which is the 5% holdback. This holdback money was initially deposited into the general fund as part of the total amount received from the sale of the timber. Therefore, please charge account number LA3 000901 for this purpose. Send the check to:

Gary Foglio Trucking, Inc.
84811 Highway 101 S.
Florence, OR 97439

Upon issuing the check, please send a copy to my attention for my file in order to close it. If you have any questions, please feel free to call me at extension 5675.

Kathy W. Stephenson
Forester, Appraisal

cc:
Official File - TTRI (Case No. 960090)

KWStephenson:kws:5675:05/14/96(TTRD\WENDSALE.DOC)

DOE F 1323.8*
(8-89)

United States Government

Department of Energy

Bonneville Power Administration

memorandum

DATE: May 8, 1996

REPLY TO ATTN OF: TTRC

SUBJECT: Check Memo

TO: Manager, Cash Management - FTC

Memo No. 380

Attached is the below described check. Please acknowledge receipt by signing and returning the attached copy of memorandum.

Case Name: Gary Foglio Trucking Inc. Case No.: 960090

Check/Warrant No.: 40194419

Date of Check: May 6, 1996

Amount: $1,573.09

Reason for Receipt: Timber Sale

Tract I.D.: MA-R-26-X

Kathy Stephenson
Forester, Appraisal

Attachment

Receipt of the above check is acknowledged.

Angie McCaffrey
5/14/96
Date:

cc:
Official File - TTRI (Case No. 960090)

KWStephenson:kws:ko:x5675:05/08/96 (TTRC\W:\CASEFILE960\96009004.DOC)

OFFICIAL FILE COPY

000023718 BONNEVILLE POWER ADMINISTRATIO CHECK PAYMENT NO. 40194419 DATE 5/06/96

INVOICE	DESCRIPTION	DATE	P.O. NO.	GROSS AMT.	DISCOUNT	NET AMOUN
L40705801 00 080-1110-0002		5/02/96		1573.09	.00	1573.0

Willamette Industries, Inc. PORTLAND, OR (503) 227-5581

TOTALS 1573.09 .00 1573.0

Willamette Industries, Inc.
3825 First Interstate Tower
1300 S.W. Fifth Avenue Portland, Oregon 97201

WACHOVIA
Bank and Trust Company, N.A.
RALEIGH, NORTH CAROLINA

66-763
531

40194419

AMOUNT

PAY

DATE 5/06/96 40194419 $ *****1,573.0

ONE THOUSAND, FIVE HUNDRED SEVENTY THREE AND 09/100 ********** DOLLARS

Willamette Industries, Inc.

PAY TO THE ORDER OF

BONNEVILLE POWER ADMINISTRATIO 000023718
PO BOX 6040

PORTLAND OR 97228

J. A. Parsons

⑈40194419⑈ ⑆053107633⑆016264 44625⑈

att 1 of 1
5-8-96

KEY: 960090 FUNC: C SCREEN: CENT
ACCEPTED
09/17/96 - - COMMENTS - - CENT

CASE NO: 960090
CASE TYPE: TIMB TIMBER SALES CONTRACT
NAME: FOGLIO GARY TRUCKING INC < ET: TYPE:
WORKER CODES- PRELIM: LMS FINAL: KWS OTHER:

-PF23 SCROLL TO START - PF24 SCROLL DOWN - PA1 SCROLL UP - PA2 SCROLL TO END-

11-28-95: CHECK IN THE AMOUNT OF $2,325.44 REC'D FROM ROSEBURG FOREST <
PRODUCTS FOR TIMBER SALE. (JMD) <
11-28-95: MEMO TO MANAGER, CASH MANAGEMENT-FTC W/ATTACHED CHECK TO BE PUT <
IN THE APPROPRIATE ACCOUNT AND TO BE ACKNOWLEDGED THAT THEY HAVE <
RECEIVED THE CHECK. ACKNOWLEDGEMENT RECEIVED. (JMD) <
11-28-95: PRELIM COMPLETE (LMS). KATHY SAID MA-R-26-XW WON'T BE INCLUDED <
12/12/95 REC'D CHECK # 165030/$1,134.29. (KO) <
12/12/95 DELIVERED CHECK # 165030/$1,134.29 TO CASH MANAGEMENT. (KO) <
05-06-96: CHECKS REC'D FROM KELLER LUMBER CO. FOR $1,651.81 AND FROM <
WILLAMETTE INDUSTRIES, INC. FOR $3,878.32 FOR TIMBER SALE. (JMD) <
05-06-96: MEMO TO MANAGER, CASH MANAGEMENT-FTC W/ATTACHED CHECKS TO BE PUT <
IN APPROPRIATE ACCOUNT. <

Note

DOE F 1325.8
(8-89)

United States Government

Department of Energy

Bonneville Power Administration

memorandum

DATE: May 6, 1996

REPLY TO ATTN OF: TTRC

SUBJECT: Check Memo

TO: Manager, Cash Management - FTC

Memo No. 378

Attached is the below described check. Please acknowledge receipt by signing and returning the attached copy of memorandum.

Case Name: Gary Foglio Trucking Inc. Case No.: 960090

Check/Warrant No.: 20651, 40191241

Date of Check: 4/22/96, 4/18/96

Amount: $1651.81, $3878.32

Reason for Receipt: Timber Sales

Kathy H. Stephenson

Kathy Stephenson
Forester, Appraisal

Attachment

Receipt of the above check is acknowledged.

Karen L Wood

5/6/96

Date:

cc:
Official File - TTRI (Case No. 960090)

KWStephenson:kws:ko:x5675:05/06/96 (TTRC\W:\CASEFILE960\96009003.DOC)

OF[illegible] - FILE COPY

20651

KELLER LUMBER CO.
4413 N.E. KELLER RD. 672-6528
ROSEBURG, OR 97470

98-505/1232
47

4/22 19 96

PAY TO THE ORDER OF Bonneville Power $ 165.81

REGISTERED R8P95398 ONE HUNDRED SIXTY FIVE DOLS 81 CTS DOLLARS

SOUTH UMPQUA

GARDEN VALLEY BRANCH
ROSEBURG, OREGON 97470

FOR

Julia Keller

⑈020651⑈ ⑆123205054⑆ 47 02765 ⑈

add log 2
5-6-96

000023718 BONNEVILLE POWER ADMINISTRATIO CHECK PAYMENT NBR. 40191241 DATE 4/18/96

INVOICE	DESCRIPTION	DATE	P.O. NO.	GROSS AMT.	DISCOUNT	NET AMOUNT
L40685301 00	080-1110-0002	4/16/96		3878.32	.00	3878.32
			TOTALS	3878.32	.00	3878.32

Willamette Industries, Inc. PORTLAND, OR (503) 227-5581

Willamette Industries, Inc.
3825 First Interstate Tower
1300 S.W. Fifth Avenue Portland, Oregon 97201

WACHOVIA
Bank and Trust Company, N.A.
RALEIGH, NORTH COROLINA

66-763
531

40191241

AMOUNT

PAY DATE 4/18/96 40191241 $ *****3,878.32

THREE THOUSAND, EIGHT HUNDRED SEVENTY EIGHT AND 32/100 ********** DOLLARS

Willamette Industries, Inc.

PAY TO THE ORDER OF

BONNEVILLE POWER ADMINISTRATIO 000023718
PO BOX 6040

PORTLAND OR 97228

BY J. A. Parsons MP

⑈40191241⑈ ⑆053107633⑆016264 141625⑈

att 2 of 2
5-6-96

DOE F 1325.8
(8-89)

United States Government

Department of Energy

Bonneville Power Administration

memorandum

DATE: December 12, 1995

REPLY TO ATTN OF: TTRC

SUBJECT: Check Memo

TO: Manager, Cash Management - FTC

Memo No. 321

Attached is the below described check. Please acknowledge receipt by signing and returning the attached copy of memorandum.

Case Name: Foglio Gary Trucking Inc. Case No.: 960090

Check/Warrant No.: 165030

Date of Check: December 7, 1995

Amount: $1,134.29

Reason for Receipt: Timber Sale

Tract I.D.: MA-R-26-XW, WEND-SS-NC, WEND-SS-PA, WEND-SS-PB

Kathy Stephenson
Forester, Appraisal

Attachment

Receipt of the above check is acknowledged.

12-12-95
Date:

cc:
Official File - TTRI (Case No. 960090)

KStephenson:jd:5675 (TTRC:W:\TTRC\CASEFILE\960#CASE\96009002.DOC)

OFFICIAL FILE COPY

ROSEBURG
FOREST PRODUCTS
ROSEBURG, OREGON

165030

REFERENCE	INV DATE	P.O.	DISCOUNT	VENDOR 038746-01 NET AMOUNT
4409 LOGGER	11/30/95		$.00	$1,134.29

*** TOTAL *** $.00 $1,134.29

<<A PUBLIC TIMBER SUPPLY MEANS HOMES,JOBS - AND PAYCHECKS FOR OUR SUPPLIERS>>

ROSEBURG
FOREST PRODUCTS
P.O. BOX 1088
ROSEBURG, OR 97470
503-679-3311

WILMINGTON TRUST COMPANY
MILFORD, DELAWARE 19963 62-47 / 311

GENERAL ACCOUNT

DATE 165030 AMOUNT

12/07/95 $1,134.29

PAY TO THE ORDER OF: PAY EXACTLY**********1,134DOLLARS AND 29CENTS

ROSEBURG FOREST PRODUCTS CO.

BONNEVILLE POWER ADMINISTRATION
PO BOX 3621 TTRD
PORTLAND, OR 97208

⑈165030⑈ ⑆031100474⑆ 1900 1350⑈

att 1 of 1
12-12-95

DOE F 1325.8*
(8-89)

United States Government

Department of Energy
Bonneville Power Administration

memorandum

DATE: November 28, 1995

REPLY TO ATTN OF: TTRC

SUBJECT: Check Memo

TO: Manager, Cash Management - FTC

Memo No. 318

Attached is the below described check. Please acknowledge receipt by signing and returning the attached copy of memorandum.

Case Name: Foglio Gary Trucking Inc. Case No.: 960090

Check/Warrant No.: 164719

Date of Check: November 22, 1995

Amount: $2,325.44

Reason for Receipt: Timber Sale

Tract I.D.: MA-R-26-XW, WEND-SS-NC, WEND-SS-PA, WEND-SS-PB

Kathy Stephenson
Forester, Appraisal

Attachment

Receipt of the above check is acknowledged.

11-28-95
Date:

cc:
Official File - TTRI (Case No. 960090)

KStephenson:jd:5675 (TTRC:w:\TTRC\CASEFILE\960#CASE\96009001.DOC)

ROSEBURG
FOREST PRODUCTS
ROSEBURG, OREGON

164719

VENDOR 038746-01

REFERENCE	INV DATE	P.O.	DISCOUNT	NET AMOUNT
4409 LOGGER	11/15/95		$.00	$2,325.44

*** TOTAL *** $.00 $2,325.44

<<A PUBLIC TIMBER SUPPLY MEANS HOMES, JOBS - AND PAYCHECKS FOR OUR SUPPLIERS>>

ROSEBURG
FOREST PRODUCTS

P.O. BOX 1088
ROSEBURG, OR 97470
503-679-3311

WILMINGTON TRUST COMPANY
MILFORD, DELAWARE 19963
62-47 / 311

GENERAL ACCOUNT

DATE 11/22/95

164719

AMOUNT $2,325.44

PAY EXACTLY**********2,325DOLLARS AND 44CENTS

PAY TO THE ORDER OF:

BONNEVILLE POWER ADMINISTRATION
PO BOX 3621 TTRD
PORTLAND, OR 97208

ROSEBURG FOREST PRODUCTS CO.

⑈164719⑈ ⑆031100474⑆ 1900 1350⑈

add 1 of 1
11-28-95

20020470
NRI

Department of Energy
Bonneville Power Administration
PO Box 61409
Vancouver, WA 98666

TRACT Nos.:ALSN-SS-P1SC; P2SC; ETC. AUG 28 2002

LIS CASE No.: 20020470

To: Manager, Real Property Services - TR/TPP4

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).
- ☐ Partial Disposal has been completed.
- ☐ Easement rights have been granted.
- ☒ No Rights Issued.
- ☐ No Permit required as crossing is to be located within a public or county roadway.
- ☒ NO MAPPING NECESSARY.
- ☐ MAPPING NECESSARY - Send to TR/TPP4.
- ☐ Cancellation.
- ☒ Information/ Tax – Verification of Acres
- ☐ Other.

Crystal Sutton

Crystal Sutton – Realty Technician

Note:

cc:

[redacted]

Fax

To:	Debbie Hollen	**From:**	Crystal E. Sutton
Fax:	360-416-2261	**Date:**	July 24, 2002
Phone:	Ext. 2216	**Pages:**	6
Re:	Verification of Acres -	**CC:**	

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments: Please let me know if you received this. If you have any questions please call me at 360-619-6453. Thanks!

State of Oregon
Department of Forestry
2600 State St.
Salem, Oregon 97310

Verification of Acres

Do Not Pay

July 1, 2002 through June 30, 2003

Please let us know of any changes to the following information...

BONNEVILLE POWER ADMIN
ATTN: VICKIE DEANE PS-DOB1
5411 NE HWY. 99
VANCOUVER WA 98663

Oregon Department of Forestry
2600 State Street
Salem, OR 97310

For Inquiries call Susan Moretz @ (503) 945-7456; Fax 503-945-7454

District: 50 NORTHWEST PROTECTION DISTRICT COLUMBIA COUNTY

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
1058	05	07N	03W	10	731001000100 ALSN-SS-PISC 46; P2SC 22;	56.38	0.00
1057	05	07N	03W	10	731000000100 P3SC 28; P4SC 68 Total 96.6	90.00	0.00
1059	05	07N	03W	11	731102000500 ALSN-SS-PC 9	8.89	0.00
1061	05	07N	03W	14	731402001400 AAJ-9-A-2 3.60	3.60	0.00
1060	05	07N	03W	14	731402001200	0.55	0.00
1065	05	07N	03W	15	731501001100 NOTHING FOUND	0.11	0.00
1063	05	07N	03W	15	731501000100 ALSN-SS-P2SC; P3SC; P4SC; P4SC; P4SC; P3SC 66.4	87.61	0.00
1062	05	07N	03W	15	731500000200 NOTHING FOUND	60.00	0.00
1064	05	07N	03W	15	731501001000 ALSN-SS-PBASC 3.26	3.26	0.00
1066	05	07N	03W	22	732200000200 NOTHING FOUND	16.00	0.00
					50 NORTHWEST PROTECTION DISTRICT Total	296.40 acres	0.00 ac

District: 72 COOS DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage		Grazing Acreage
34788	06	24S	13W	01	TL 500 ACCT 1557.01 HALLS-SS	4.50	NO $$ →	0.00 LEASED
29122	06	27S	11W	20 09	TL 1500 #6416.02 2R-F-28-95 R-MK-28-A-78	36.80		0.00
29123	06	27S	11W	21	TL 800 #6367.02 NOTHING FOUND	3.09		0.00
34789	06	27S	11W	32	TL 900 ACCT 6416.01 R-MK-75; 2R-F-28-A-92	10.10		0.00
34787	06	27S	12W	24	TL 1900 ACCT 6562.01 (.91) 27-12-24C FAVW-55-1	4.50	11.81	0.00
29124	06	28S	09W	14	TL 200 #7800.01 R-MK-16-A-28 18.9	18.88		0.00
29125	06	28S	09W	18	TL 200 #7816.01 R-MK-14-A-32 14.5	14.30		0.00
29126	06	28S	10W	12	TL 600 #7991.01 R-MK-15-A-34 15.5	11.88		0.00
29127	06	28S	13W	32	TL 300 #9318.01 2F-B-13-A-58 9.5	4.68		0.00
29128	06	28S	13W	33	TL 500 #9328.01	4.82		0.00
34790	06	29S	14W	18	TL 400 ACCT 12167.06 B-65-3-A-32 92	1.12		0.00

3604182261

JUN-19-2002 10:53 TRANS FIELD SVCS

* NO ASSESSOR at METROSCAN DELL

36041

3724	08	35S	14N	06	TL 103 ROGE-55; ROGE-56-SC	32.01	33.51		0.00 CURRY CO
29129	10	20S	11W	05	TL 100 R13495 NOTHING FOUND COUNTY OWNS ??		1.53	NO BPA OWNERSHIP	0.00 DOUGLAS CO
29130	10	20S	11W	19	TL 600 R14119 MA-R-25-A-66; WEST-68-A-69		12.80	13.3	0.00
29132	10	20S	12W	36	TL 700 R16151 MA-R-25-A-68	1.3	1.98		0.00
29131	10	20S	12W	36	TL 400 R15143 ?		0.85		0.00
29133	10	21S	12W	11	TL 800 R25983 MA-R-28-A-74	2.2	1.84		0.00
29134	10	21S	12W	13	TL 1100 R25127 TAHK-55-P2	.22	1.89		0.00
72 COOS DISTRICT						Total	174.38 acres		0.00 acre

LANE COUNTY

District: 77 EAST LANE DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL		Timber Acreage	Grazing Acreage
5029	20	16S	01W	16	LOT 101 OC-M-79-A-282	27.6	27.55	0.00
5032	20	16S	01W	32	LOT 602 OC-M-85-A-294	12.7	13.00	0.00
5031	20	16S	01W	06	LOT 301 OC-M-85-A-299A	2.4	2.20	0.00
5030	20	16S	01W	07	LOT 201 M-A-45-A-2A	50.57	50.68	0.00
77 EAST LANE DISTRICT						Total	94.33 acres	0.00 acre

District: 78 WEST LANE DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL		Timber Acreage	Grazing Acreage
15636	20	18S	09W	13	TL 0101 E-MA-31-A-93	6.3	7.42	0.00
15636	20	18S	09W	15	TL 0200 E-MA-32-A-97; 34-A-98	24.6	13.32	0.00
15637	20	18S	09W	15	TL 0300 A-WE-40-A-218	11.6	11.60	0.00
15634	20	18S	10W	01	TL 0801 E-MA-38-A-110	2.7	2.64	0.00
15638	20	18S	10W	09	TL 0301 A-WE-48-A-248; MA-R-3-A-8	7.6	7.60	0.00
15639	20	18S	10W	11	TL 1001 E-MA-118; MA-R-1-A-1	2.1	8.97	0.00
15640	20	18S	10W	12	TL 0801 A-WE-45-A-232	3.5	5.10	0.00
5171	20	18S	11W	18	FR S2NE4 WENDSON SUBSTATION	47.42	48.78	0.00
78 WEST LANE DISTRICT					WEN P-33-PC; PA; PB; NC	Total	103.43 acres	0.00 acr

HOOD RIVER COUNTY

District: 95 CENTRAL OREGON DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL		Timber Acreage	Grazing Acreage
5476	14	01N	10E	31	TL 1003 PKDL-FF-1;6	2.56	1.81	0.00
5475	14	01N	10E	31	TL 502 (Improvement on Lot)		6.19	0.00
95 CENTRAL OREGON DISTRICT						Total	8.00 acres	0.00 acr

UMATILLA COUNTY

District: 97 NORTHEAST DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL		Timber Acreage	Grazing Acreage
5772	30	5N	37E	32	04N-37E TAX LOT 500 (BPA) SFWN-FHS-1	18.	0.00	18.04
97 NORTHEAST DISTRICT						Total	0.00 acres	18.04 ac

State of Oregon
Department of Forestry
2600 State St.
Salem, Oregon 97310

Verification of Acres

6/14/02

Do Not Pay

July 1, 2002 through June 30, 2003

Please let us know of any changes to the following information. . .

BONNEVILLE POWER ADMIN
ATTN: VICKIE DEANE PS-DOB1
5411 NE HWY. 99
VANCOUVER WA 98663

Owner ID
01005
OOM

Oregon Department of Forestry
2600 State Street
Salem, OR 97310

For Inquiries call Susan Moretz @ (503) 945-7456; Fax 503-945-7454 Columbia Co.

District: 50 NORTHWEST PROTECTION DISTRICT Allston Substation & Corridor

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL		Timber Acreage	Grazing Acreage
1058	05	07N	03W	10	731001000100	Allston Sub. PISC	56.38	0.00
1057	05	07N	03W	10	731000000100		80.00	0.00
1059	05	07N	03W	11	731102000500		8.89	0.00
1061	05	07N	03W	14	731402001400	AAJ-9-A-2	3.60	0.00
1060	05	07N	03W	14	731402001200		0.55	0.00
1065	05	07N	03W	15	731501001100		0.11	0.00
1063	05	07N	03W	15	731501000100		67.61	0.00
1062	05	07N	03W	15	731500000200		60.00	0.00
1064	05	07N	03W	15	731501001000	ALLSTON SUB.	3.26	0.00
1066	05	07N	03W	22	732200000200	Keeler - Allston	16.00	0.00
50 NORTHWEST PROTECTION DISTRICT						Total	296.40 acres	0.00 acres

District: 72 COOS DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL		Timber Acreage	Grazing Acreage	
34788	06	24S	13W	01	TL 500 ACCT 1557.01	#AUS-SS	4.50	0.00	Leased / No Grazing
29122	06	27S	11W	30	TL 1600 #6416.02	2-R-F-28-95 & R-MK-28-A-78	36.80	0.00	
29123	06	27S	11W	21	TL 800 #6367.02	NOTHING FOUND	3.09	0.00	
34789	06	27S	11W	32	TL 900 ACCT 6416.01	R-MK-28-A-75 &	10.10	2R-F-28 0.00	- A-92
34787	06	27S	12W	24	TL 1900 ACCT 6662.01 (.91) 27-12-24C		4.50	0.00	
29124	06	28S	09W	14	TL 200 #7800.01	R-MK-10-A-28	18.88	0.00	
29125	06	28S	09W	18	TL 200 #7818.01	R-MK-14-A-32	14.30	0.00	
29126	06	28S	10W	12	TL 600 #7991.01	R-MK-15-A-34	11.88	0.00	LIS AC. 15.5
29127	06	28S	13W	32	TL 300 #9318.01	2F-B-13-A-58 9.5	4.68	0.00	
29128	06	28S	13W	33	TL 500 #9328.01	" " "	4.82	0.00	
34790	06	29S	14W	18	TL 400 ACCT 12167.06	B-6B-3-A-32 (.92)	1.12	0.00	LIS AC. .92

3724	08	36S	14W	06	TL	06E-55 & R06E-55-SC 32.01	33.51	0.00	CURRY CO
29129	10	20S	11W	05	TL 100 R13495	No FEE - 45	1.53	0.00 No/A	DOUGLAS CO
29130	10	20S	11W	19	TL 600 R14119	MA-R-23-A-66 & WET-68-A-69	12.80 13.3	0.00 No/A	
29132	10	20S	12W	36	TL 700 R16151	MA-R-25-A-68 1.3	1.98	0.00 No/A	
29131	10	20S	12W	36	TL 400 R16143	" " " .85	0.85 2.15	0.00 No/A	
29133	10	21S	12W	11	TL 500 R25983	MA-R-28-A-74 2-2 acres	1.84	0.00 No/A	
29134	10	21S	12W	13	TL 1100 R26127	TAHK-55-P2 .22	1.89	0.00	
72 COOS DISTRICT						**Total**	174.38 acres	0.00 acres	

District: 77 EAST LANE DISTRICT Lane Co

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
5029	20	15S	01W	16	LOT 101 OC-M-79-A-282 27.6	27.55	0.00
5032	20	15S	01W	32	LOT 602 OC-M-83-A-294 17.7	13.90	0.00
5031	20	16S	01W	06	LOT 301 OC-M-85-A-299A 2.4	2.20	0.00
5030	20	16S	01W	07	LOT 201 M-A-45-A-2A 50.57	50.68	0.00
77 EAST LANE DISTRICT					**Total**	94.33 acres	0.00 acres

District: 78 WEST LANE DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
✓ 15635	20	18S	09W	13	TL 0101 E-MA-31-A-93 6.3	7.42	0.00
✓ 15636	20	18S	09W	15	TL 0200 E-MA-32-A-97 & 34-A-98	13.32 24.6	0.00
✓ 15637	20	18S	09W	15	TL 0300 A-WE-40-A-218 11.60	11.60	0.00
✓ 15634	20	18S	10W	01	TL 0601 E-MA-38-A-110 2.7	2.54	0.00
✓ 15638	20	18S	10W	09	TL 0301 A-WE-48-A-248 - MA-R-3-A-8	7.60 7.6	0.00
✓ 15639	20	18S	10W	11	TL 1001 E-MA-118; MA-R-1-A-1 2.1	8.97	0.00
✓ 15640	20	18S	10W	12	TL 0601 A-WE-45-A-232 3.5	5.10	0.00
✓ 5171	20	18S	11W	16	FR S2NE4 WENDSON SUBSTATION 46.8	46.78	0.00 WEND-55-PC; PA; PB; NC
78 WEST LANE DISTRICT					**Total**	103.43 acres	0.00 acres

Hood River County

District: 95 CENTRAL OREGON DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
5476	14	01N	10E	31	TL 1003 PKDL-FF-1;6 8.56	1.81	0.00
5475	14	01N	10E	31	TL 802 (Improvement on Lot)	6.19	0.00
95 CENTRAL OREGON DISTRICT					**Total**	8.00 acres	0.00 acres

District: 97 NORTHEAST DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
5772	30				04N-37E TAX LOT 500 (BPA)	0.00	18.04
97 NORTHEAST DISTRICT					**Total**	0.00 acres	18.04 acres

No/A = No Assessor & No drwg on Metro Scan

BPA F 1325.03e
(06-1999)
(Previously BPA 1373)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
FACSIMILE COVER SHEET

Electronic Form Approved by CIL – 06/22/1999

WARNING: Most facsimile machines produce copies on thermal paper. The image produced is highly unstable and will deteriorate significantly in a few years. It should be copied on a plain paper copier prior to filing as a record.

☐ **URGENT** *(Hand Carry)*

MESSAGE NO: *(If applicable)*

DATE	TIME	A.M. / P.M.	NO. PAGES (Exclude cover sheet)	MACHINE LOCATION
6/19/02	1045	A.M.	3	

TO		FROM	
NAME: Lynn Schneiber		NAME: Debbie Hollen	
ORG. CODE/LOCATION OR COMPANY: TR		ORG. CODE/LOCATION: TF	
PHONE NO(S). COMMERCIAL: 6448	FAX NO(S). COMMERCIAL: 6995	PHONE NO(S). COMMERCIAL: 2216	FAX NO(S). COMMERCIAL:
FTS:	FTS:	FTS:	FTS:

SUBJECT

PROPERTY Review Research

COMMENTS

Lynn – attached is the list TF received from OR. State. Please let us know if there are any changes to report by August 1st, 2002. So we have adequate time to prepare a response. Thank-you for your help & please call if you have questions or concerns –

Debbie

FAX OPERATOR INSTRUCTIONS	ORIGINAL DISPOSITION	ADDITIONAL INSTRUCTIONS	FAX OPERATOR ONLY
	☐ DESTROY (Phone No.) ☐ CALL FOR PICKUP	☐ Notify Originator of Transmittal	NOTIF. DATE / TIME / ☐ A.M. ☐ P.M.
	☐ RETURN (Name, Org. Code)	☐ Verify Transmittal with Receiver	VERIF. DATE / TIME / ☐ A.M. ☐ P.M.

THIS COVER SHEET TO BE USED FOR TRANSMITTING UNCLASSIFIED MESSAGES ONLY
SEE BPA FACSIMILE NETWORK DIRECTORY FOR MACHINE LOCATIONS AND PHONE NUMBERS

REMOVE ALL STAPLES

FILE CODE: N/A
RETENTION: N/A

State of Oreg
Department of Forestry
2600 State St.
Salem, Oregon 97310

Verification of Acres

6/14/02

Do Not Pay

July 1, 2002 through June 30, 2003

Please let us know of any changes to the following information. . .

BONNEVILLE POWER ADMIN
ATTN: VICKIE DEANE PS-DOB1
5411 NE HWY. 99
VANCOUVER WA 98663

Owner ID
01005
OOM

Oregon Department of Forestry
2600 State Street
Salem, OR 97310

For Inquiries call Susan Moretz @ (503) 945-7456; Fax 503-945-7454

District: 50 NORTHWEST PROTECTION DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
1058	05	07N	03W	10	731001000100	58.38	0.00
1057	05	07N	03W	10	731000000100	80.00	0.00
1059	05	07N	03W	11	731102000500	8.89	0.00
1061	05	07N	03W	14	731402001400	3.60	0.00
1060	05	07N	03W	14	731402001200	0.55	0.00
1065	05	07N	03W	15	731501001100	0.11	0.00
1063	05	07N	03W	15	731501000100	67.61	0.00
1062	05	07N	03W	15	731500000200	60.00	0.00
1064	05	07N	03W	15	731501001000	3.26	0.00
1066	05	07N	03W	22	732200000200	16.00	0.00
50 NORTHWEST PROTECTION DISTRICT					*Total*	296.40 acres	0.00 acres

District: 72 COOS DISTRICT

ID #	Co	TW	RNG	SE	TAX LOT OR LEGAL	Timber Acreage	Grazing Acreage
34788	06	24S	13W	01	TL 500 ACCT 1557.01	4.50	0.00
29122	06	27S	11W	00	TL 1600 #6416.02	36.80	0.00
29123	06	27S	11W	21	TL 800 #6367.02	3.09	0.00
34789	06	27S	11W	32	TL 900 ACCT 6416.01	10.10	0.00
34787	06	27S	12W	24	TL 1900 ACCT 6662.01 (.91) 27-12-24C	4.50	0.00
29124	06	28S	09W	14	TL 200 #7800.01	16.88	0.00
29125	06	28S	09W	18	TL 200 #7818.01	14.30	0.00
29126	06	28S	10W	12	TL 600 #7991.01	11.88	0.00
29127	06	28S	13W	32	TL 300 #9318.01	4.88	0.00
29128	06	28S	13W	33	TL 500 #9326.01	4.82	0.00
34790	06	29S	14W	18	TL 400 ACCT 12167.06	1.12	0.00

3724	08	36S	14N	06	TL 1		33.51	0.00
29129	10	20S	11W	05	TL 100 R13495		1.63	0.00
29130	10	20S	11W	19	TL 600 R14119		12.80	0.00
29132	10	20S	12W	36	TL 700 R16151		1.96	0.00
29131	10	20S	12W	36	TL 400 R16143		0.85	0.00
29133	10	21S	12W	11	TL 500 R25983		1.84	0.00
29134	10	21S	12W	13	TL 1100 R26127		1.89	0.00
72 COOS DISTRICT						*Total*	174.38 *acres*	0.00 *acres*

District: 77 EAST LANE DISTRICT

ID #	*Co*	*TW*	*RNG*	*SE*	*TAX LOT OR LEGAL*		*Timber Acreage*	*Grazing Acreage*
5029	20	16S	01W	16	LOT 101		27.55	0.00
5032	20	16S	01W	32	LOT 602		13.90	0.00
5031	20	16S	01W	06	LOT 301		2.20	0.00
5030	20	16S	01W	07	LOT 201		50.68	0.00
77 EAST LANE DISTRICT						*Total*	94.33 *acres*	0.00 *acres*

District: 78 WEST LANE DISTRICT

ID #	*Co*	*TW*	*RNG*	*SE*	*TAX LOT OR LEGAL*		*Timber Acreage*	*Grazing Acreage*
15636	20	18S	09W	13	TL 0101		7.42	0.00
15636	20	18S	09W	18	TL 0200		13.32	0.00
15637	20	18S	09W	18	TL 0300		11.60	0.00
15634	20	18S	10W	01	TL 0801		2.64	0.00
15638	20	18S	10W	09	TL 0301		7.60	0.00
15639	20	18S	10W	11	TL 1001		8.97	0.00
15640	20	18S	10W	12	TL 0801		5.10	0.00
5171	20	18S	11W	18	FR S2NE4 WENDSON SUBSTATION		46.78	0.00
78 WEST LANE DISTRICT						*Total*	103.43 *acres*	0.00 *acres*

District: 95 CENTRAL OREGON DISTRICT

ID #	*Co*	*TW*	*RNG*	*SE*	*TAX LOT OR LEGAL*		*Timber Acreage*	*Grazing Acreage*
5476	14	01N	10E	31	TL 1003		1.81	0.00
5475	14	01N	10E	31	TL 802 (Improvement on Lot)		6.19	0.00
95 CENTRAL OREGON DISTRICT						*Total*	8.00 *acres*	0.00 *acres*

District: 97 NORTHEAST DISTRICT

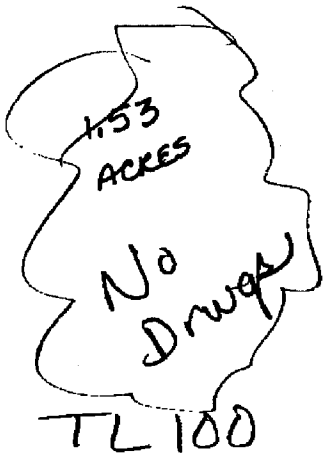
ID #	*Co*	*TW*	*RNG*	*SE*	*TAX LOT OR LEGAL*		*Timber Acreage*	*Grazing Acreage*
5772	30				04N-37E TAX LOT 500 (BPA)		0.00	18.04
97 NORTHEAST DISTRICT						*Total*	0.00 *acres*	18.04 *acres*

= METROSCAN PROPERTY PROFILE =

Douglas (OR)

OWNERSHIP INFORMATION

Account #	:00557.0100	R: 11	T: 20S	S: 05	Q: QQ:
Owner	:Usa				
CoOwner	:Bonneville Administr				
Site	:5 Mile Rd Westlake				
Mail	:5 Mile Rd Westlake Or				
Owner	:				
Tenant	:				



SALES AND LOAN INFORMATION

Transferred	:
Document #	:
Sale Price	:
Deed Type	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$844	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$844	Tax Code Area	:5
Tax Lot	:100	99-00 Tax	:
% Imprvd	:		

Our records indicate MA-R-19-A-54 IS Easement to Douglas County

Measure 50

Assessed Land	:
Assessed Struct	:
Assessed Total	:
MAV	:
AV	:

PROPERTY DESCRIPTION

Census	:Tract : Block :
Prop Class	:970 Vacant,Exempt,Federal
Zoning	:
Prop Class	:970 Vacant,Exempt,Federal
Plat Descr	:

PROPERTY CHARACTERISTICS

Lot Acres	:1.53	Lot Sq Ft	:66,646

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

Coos District — US FEE TRACTS

= METROSCAN PROPERTY PROFILE =

Douglas (OR)

OWNERSHIP INFORMATION

Account #	:00557.0100	R: 11	T: 20S	S: 05	Q:	QQ:
Owner	:Usa					
CoOwner	:Bonneville Administr					
Site	:5 Mile Rd Westlake					
Mail	:5 Mile Rd Westlake Or					
Owner	:					
Tenant	:					

No Assessor drwg on Metroscan

SALES AND LOAN INFORMATION

Transferred	:
Document #	:
Sale Price	:
Deed Type	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$844	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$844	Tax Code Area	:5
Tax Lot	:100	99-00 Tax	:
% Imprvd	:		

Measure 50

Assessed Land	:
Assessed Struct	:
Assessed Total	:
MAV	:
AV	:

PROPERTY DESCRIPTION

Census	:Tract :	Block	:
Prop Class	:970 Vacant,Exempt,Federal		
Zoning	:		
Prop Class	:970 Vacant,Exempt,Federal		
Plat Descr	:		

TAX LOT 100

PROPERTY CHARACTERISTICS

Lot Acres	:1.53	Lot Sq Ft	:66,646

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

T2 103

CURRY / DOUGLAS

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND
COM LISTING BY TRACT
INCLUDING LMGT CASES

Facility: ROGE **Name:** ROGUE SUBSTATION 230.0 **KV** **Color:** BLACK **Notch:** 2 **Energized:** 05/01/1984
Status: PD **Comments:**

Tract ID	Case No	Case ST	Case Type	ST	F E	Name	ET	CLS	Bin	Sup	Amd	Obligated Amount	Appr Amount	P T	S J	L U	L J	Acres	A U
ROGE-SAP-1				A	P	CURRY CO		C											Y
ROGE-SAP-PA				A	P	CURRY CO		C											Y
-SS				D	F	US PLYWOOD		PC				29500	21500			X		27.040	Y
	1995 0421	PD	DEGF	PD		COOS-CURRY ELEC COOP		UPV	950421										
	1987 0173	EX	LEAS	EX		CURRY CO BD OF COMMISSIONERS		C	49884										
	1982 0299	PD	DEGF	PD		GEN TEL NW		UPT											
	1989 0560	EX	LEAS	EX		CURRY CO		C	48345										
	1991 0576	N	UTIL	N		ROGUE SS		FEU											
	1990 0520	PD	DFEE	PD		CURRY CO		C											
	1989 0782	N	OTHR	N		CURRY CO		C											
ROGE-SS-1				A	F	JOHN HANCOCK MUTUAL LIFE INS		PC				3931	3654					1.600	Y
ROGE-SS-MR				A	F	LLOYD CORP		PC				400						27.040	Y
	1991 0576	N	UTIL	N		ROGUE SS		FEU											
ROGE-SS-MRSC				A	F	LLOYD CORP		PC										14.970	Y
	1991 0576	N	UTIL	N		ROGUE SS		FEU											
-SS-SC				PD	F	US PLYWOOD		PC								X		14.970	Y
	1982 0299	PD	DEGF	PD		GEN TEL NW		UPT											
	1983 0227	A	LUAG	A		CHAMPION INTL		PC	83116										
	1991 0576	N	UTIL	N		ROGUE SS		FEU											
	1989 0782	N	OTHR	N		CURRY CO		C											

32.01 total acres

No Assessor

Facility: MA-R Name: MAPLETON-REEDSPORT 115.0 KV Color: BROWN Notch: 9 Energized: 11/03/1957
Status: PD Comments:

Tract ID	Case No	Case ST	Case Type	ST	F E	Name	ET	CLS	Bin	Sup	Amd	Obligated Amount	Appr Amount	P T	S J	L U	L J	Acres	A U
MA-R-23-A-65F				C		SLOREEKER M	UX	PP										0.100	Y
MA-R-23-A-66				A	F	MENASHA WOODEN WARE		PC										4.100	Y
	2001 0157	N	OTHR	N		SCHWABE WILLIAMSON & WYATT		PC											
A-67				A	E	SPARROW MARGARET B	AL	PP				545	545					21.600	Y
	2002 0189	A	LUAG	A		DODRILL JOYCE A		PP											
	1999 0439	EX	LUAG	EX		PORT BLAKELY TREE FARMS		PC	990438										
MA-R-23-AR-1				A	E	CZ		PC					20						Y
MA-R-23-AR-2				A	E	MENASHA WOODEN WARE		PC				200	10						Y
	2001 0157	N	OTHR	N		SCHWABE WILLIAMSON & WYATT		PC											
MA-R-23-AR-3P1				A	E	SPARROW EDWARD GRANT	AL	PP				1295	30						Y
MA-R-23-AR-3P2				A	E	MENASHA WOODEN WARE		PC					40						Y
	2001 0157	N	OTHR	N		SCHWABE WILLIAMSON & WYATT		PC											
MA-R-23-AR-3P3				A	E	SPARROW EDWARD GRANT	AL	PP					70						Y
MA-R-23-AR-4				A	E	SPARROW EDWARD GRANT	AL	PP					10						Y
MA-R-23-AR-5				A	E	SPARROW EDWARD GRANT	AL	PP					15						Y
MA-R-23-AR-6P1				C		SPARROW MARGARET B	AL	PP											Y
MA-R-23-AR-6P2				C		MENASHA WOODEN WARE		PC											Y
MA-R-23-AR-6P3				C		SPARROW MARGARET B	AL	PP											Y
MA-R-23-AR-7				A	E	SPARROW EDWARD GRANT	AL	PP					20						Y

TL 600 & WET-68-A-69 totaling 13.3 Ac LLS

= M E T R O S C A N P R O P E R T Y P R O F I L E =

Douglas (OR)

OWNERSHIP INFORMATION

Account #	:00614.0200	R: 11	T: 20S S: 19	Q:	QQ:
Owner	:Usa				
CoOwner	:				
Site	:5 Mile Rd Westlake				
Mail	:5 Mile Rd Westlake Or				
Owner	:				
Tenant	:				

SALES AND LOAN INFORMATION

Transferred	:
Document #	:
Sale Price	:
Deed Type	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$7,066	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$7,066	Tax Code Area	:105
Tax Lot	:600	99-00 Tax	:
% Imprvd	:		

Measure 50

Assessed Land	:
Assessed Struct	:
Assessed Total	:
MAV	:
AV	:

PROPERTY DESCRIPTION

Census	:Tract : Block :
Prop Class	:970 Vacant,Exempt,Federal
Zoning	:
Prop Class	:970 Vacant,Exempt,Federal
Plat Descr	:

PROPERTY CHARACTERISTICS

Lot Acres	:12.80	Lot Sq Ft	:557,568

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

MH-R-25-A-68 1.3 US acreage on US

= METROSCAN PROPERTY PROFILE =

Douglas (OR)

OWNERSHIP INFORMATION

Account # :00788.0200 R: 12 T: 20S S: 36 Q: QQ:
Owner :Usa
CoOwner :
Site :*No Site Address*
Mail :
Owner :
Tenant :

SALES AND LOAN INFORMATION

Transferred :
Document # :
Sale Price :
Deed Type :

ASSESSMENT AND TAX INFORMATION

Market Land	:$1,093	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$1,093	Tax Code Area	:105
Tax Lot	:700	99-00 Tax	:
% Imprvd	:		

Measure 50

Assessed Land :
Assessed Struct :
Assessed Total :
MAV :
AV :

PROPERTY DESCRIPTION

Census :Tract : Block :
Prop Class :970 Vacant,Exempt,Federal
Zoning :
Prop Class :970 Vacant,Exempt,Federal
Plat Descr :

PROPERTY CHARACTERISTICS

Lot Acres :1.98 Lot Sq Ft :86,248

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

Facility: MA-R Name: MAPLETON-REEDSPORT 115.0 KV Color: BROWN Notch: 9 Energized: 11/03/1957
Status: PD Comments:

Tract ID	Case No	Case ST	Case Type	ST	F E	Name	ET	CLS	Bln	Sup	Amd	Obligated Amount	Appr Amount	P T	S J	L U	L J	Acres	A U
MA-R-23-X-65B				A	P	DOUGLAS CO		C											Y
MA-R-24-AR-1				A	E	SPARROW EDWARD GRANT	AL	PP					30						Y
AR-2				A	E	SPARROW EDWARD GRANT	AL	PP					10						Y
MA-R-24-AR-3				A	E	SPARROW EDWARD GRANT	AL	PP					30						Y
MA-R-24-AR-4				A	E	SPARROW EDWARD GRANT	AL	PP					20						Y
MA-R-24-AR-5				A	E	SPARROW EDWARD GRANT	AL	PP					50						Y
MA-R-24-X-67A				A	P	DOUGLAS CO		C											Y
MA-R-25-A-68				A	F	US PLYWOOD		PC										1.300	Y
MA-R-25-A-69				A	E	SPARROW MARGARET B	AL	PP										2.300	Y
A-70				A	F	US PLYWOOD		PC										3.300	Y
MA-R-25-A-70A				C		OR STATE		S											Y
MA-R-25-A-70B				C		DOUGLAS CO		C											Y
MA-R-25-A-71				A	E	CZ		PC				4853	6059					3.900	Y
MA-R-25-AR-1				A	E	SPARROW EDWARD GRANT	AL	PP											Y

TL 700 1,980 acres

= METROSCAN PROPERTY PROFILE =

Douglas (OR)

OWNERSHIP INFORMATION

Account #	:00788.0100	R: 12	T: 20S	S: 36	Q: QQ:
Owner	:Usa				
CoOwner	:				
Site	:*No Site Address*				
Mail	:				
Owner	:				
Tenant	:				

US Fee is also MA R-25-A-68

SALES AND LOAN INFORMATION

Transferred	:
Document #	:
Sale Price	:
Deed Type	:

1.3 + .85 / 2.15

ASSESSMENT AND TAX INFORMATION

Market Land	:$469	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$469	Tax Code Area	:105
Tax Lot	:400	99-00 Tax	:
% Imprvd	:		

Measure 50

Assessed Land	:
Assessed Struct	:
Assessed Total	:
MAV	:
AV	:

400

PROPERTY DESCRIPTION

Census	:Tract : Block :
Prop Class	:970 Vacant,Exempt,Federal
Zoning	:
Prop Class	:970 Vacant,Exempt,Federal
Plat Descr	:

PROPERTY CHARACTERISTICS

Lot Acres	:.85	Lot Sq Ft	:37,026

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METROSCAN PROPERTY PROFILE=

Douglas (OR)

OWNERSHIP INFORMATION

Account #	:01692.0100	R: 12	T: 21S	S: 11	Q: QQ:
Owner	:Usa				
CoOwner	:				
Site	:*No Site Address*				
Mail	:				
Owner	:				
Tenant	:				

MA-R-
28-A-74
2.2
LIS
acres

SALES AND LOAN INFORMATION

Transferred	:
Document #	:
Sale Price	:
Deed Type	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$1,015	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$1,015	Tax Code Area	:105
Tax Lot	:500	99-00 Tax	:
% Imprvd	:		

Measure 50

Assessed Land	:
Assessed Struct	:
Assessed Total	:
MAV	:
AV	:

X 500

PROPERTY DESCRIPTION

Census	:Tract : Block :
Prop Class	:970 Vacant,Exempt,Federal
Zoning	:
Prop Class	:970 Vacant,Exempt,Federal
Plat Descr	:

PROPERTY CHARACTERISTICS

Lot Acres	:1.84	Lot Sq Ft	:80,150

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

Facility: MA-R Name: MAPLETON-REEDSPORT 115.0 KV Color: BROWN Notch: g Energized: 11/03/1957
Status: PD Comments:

Tract ID	Case No	Case ST	Case Type	ST	F E	Name	ET	CLS	Bin	Sup	Amd	Obligated Amount	Appr Amount	P T	S J	L U	L J	Acres	A U
MA-R-26-AR-1P7				A	E	SPARROW EDWARD GRANT	AL	PP											Y
MA-R-26-AR-1P8				A	E	COOS BAY PULP		PC											Y
-AR-1P9				A	E	SPARROW EDWARD GRANT	AL	PP											Y
MA-R-26-AR-2				A	E	SPARROW EDWARD GRANT	AL	PP											Y
MA-R-26-AR-3				A	E	SPARROW EDWARD GRANT	AL	PP											Y
MA-R-27-A-73				A	E	REEDSPORT LOGGING	AL	PC				150	75					9.800	Y
MA-R-27-AR-1P1				A	E	COOS BAY PULP		PC					480						Y
MA-R-27-AR-1P2				A	E	CASCADES PLYWOOD		PC					100						Y
MA-R-27-AR-1P3				A	E	SPARROW EDWARD GRANT	AL	PP											Y
-AR-2				A	E	SPARROW EDWARD GRANT	AL	PP											Y
MA-R-27-AR-3				A	E	COOS BAY PULP		PC					65						Y
MA-R-27-AR-4				A	E	COOS BAY PULP		PC					40						Y
MA-R-27-AR-5				A	E	COOS BAY PULP		PC					5						Y
MA-R-28-A-74				A	F	US PLYWOOD		PC										2.200	Y

N Assessor Map or Metroscan drwg

=METROSCAN PROPERTY PROFILE=

Douglas (OR)

OWNERSHIP INFORMATION

Account #	:01707.1100	R: 12	T: 21S	S: 13	Q: QQ:
Owner	:Usa				
CoOwner	:				
Site	:345 Old Lower Smith River Rd Reedsport 97467				
Mail	:345 Old Lower Smith River Rd Reedsport Or 97467				
Owner	:				
Tenant	:				

TAHK-SS P1&P2

SALES AND LOAN INFORMATION

Transferred	:
Document #	:
Sale Price	:
Deed Type	:

17.06
.22
17.28 total US acreage

ASSESSMENT AND TAX INFORMATION

Market Land	:$8,633	Prev Mkt Total	:
Market Struct	:	Prev Assd Total	:
Market Total	:$8,633	Tax Code Area	:105
Tax Lot	:1100	99-00 Tax	:
% Imprvd	:		

Measure 50

Assessed Land	:
Assessed Struct	:
Assessed Total	:
MAV	:
AV	:

7
6

PROPERTY DESCRIPTION

Census	:Tract : Block :
Prop Class	:970 Vacant,Exempt,Federal
Zoning	:
Prop Class	:970 Vacant,Exempt,Federal
Plat Descr	:

PROPERTY CHARACTERISTICS

Lot Acres	:15.64	Lot Sq Ft	:681,278

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

BONNEVILLE POWER ADMINISTRATION
BRANCH OF LAND
COM LISTING BY TRACT **INCLUDING LMGT CASES**

Facility: TAHK **Name:** TAHKENITCH SUBSTATION 230.0 **KV** **Color:** CLEAR **Notch:** 2 **Energized:** 10/07/1983
Status: PD **Comments:** ALSO KNOWN AS FRANZ SUB, UMPQUA SUB, SMITH RIVER SUB, SILTCOOS SUB

Tract ID	Case No	Case ST	Case Type	ST	F E	Name	ET	CLS	Bin	Sup	Amd	Obligated Amount	Appr Amount	P T	S J	L U	L J	Acres	A U
TAHK-SAP				A	P	DOUGLAS CO BD OF COMMISSIONERS		C												Y
TAHK-SAR				A	F	GRAY MARY EDNA		PP					50	P	S			0.120	Y
	1995 0573	A	LUAG	A		JOHN HANCOCK MUTUAL LIFE INS		PC	950573										
TA R-2				C		ABBOTT EVERETT V	UX	PP											Y
	1991 0249	A	UTXG	A		DOUGLAS CO ELEC COOP		UPV	39677										
TAHK-SAR-2PA				C		DOUGLAS CO		C											Y
TAHK-SS-P1				PD	F	TJOMSLAND JAMES T	AL	PP				9500	9500	P	S			17.060	Y
	1995 0573	A	LUAG	EX		JOHN HANCOCK MUTUAL LIFE INS		PC	950573										
	1977 0344	A	LUAG	A		INTL PAPER		PC	79729										
	1993 0829	A	LUAG	A		INTL PAPER		PC	930829										
	1900 1339	PD	DFRB	PD		DOUGLAS CO ELEC COOP		UPV											
	1964 0193	A	LUAG	A		DOUGLAS CO ELEC COOP		UPV	44504										
	1988 0285	EX	LUAG	EX		INTL PAPER		PC	81065										
TAHK-SS-P2				A	F	GRAY MARY EDNA	AL	PP				850	50	P	S			0.220	Y
	1995 0573	A	LUAG	EX		JOHN HANCOCK MUTUAL LIFE INS		PC	950573										
	1977 0344	A	LUAG	A		INTL PAPER		PC	79729										
	1991 0249	A	UTXG	A		DOUGLAS CO ELEC COOP		UPV	39677										
	1993 0829	A	LUAG	A		INTL PAPER		PC	930829										
	1988 0285	EX	LUAG	EX		INTL PAPER		PC	81065										
TAHK-SS-P3				A	P	FALL RIVER REA		UPV	14										Y
TAHK-X				A	P	SP RR		PTR	34793			50							

TL 1100

C-M-79-A-282

= METROSCAN PROPERTY PROFILE =

Z7.6

Lane (OR)

OWNERSHIP INFORMATION

TL 101

Account Number	:0000487	Bldg #:	of
Parcel	:15 01 16 00 00101 000		
Owner	:Us Government Et Al		
CoOwner	:Department Of Interi		
Site Address	:*No Site Address*		
Mail Address	:PO Box 3261 Portland Or 97208		
Owner Telephone	:		
Tenant Telephone	:		

EAST LANE DISTRICT

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$680	PriorAssdLand	:$750
Market Structure	:	PriorAssdStct	:
Market Total	:$680	PriorAssdTotal	:$750
Max Assd Total	:$680	01-02 Taxes	:
Assessed Total	:$588	% Improved	:
		Levy Code	:07904

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:600 For,Vacant Forest Land	Jr High Sch	:
Zoning	:F1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Marcola
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:201R1	Transportat	:
Legal	:		
	:		
	:		

27.55 acres

R:01W T:15S S:16 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO SCAN PROPERTY PROFILE=

Lane (OR)

Parcel :0000487 Bldg#: of
Account# :15 01 16 00 00101 000

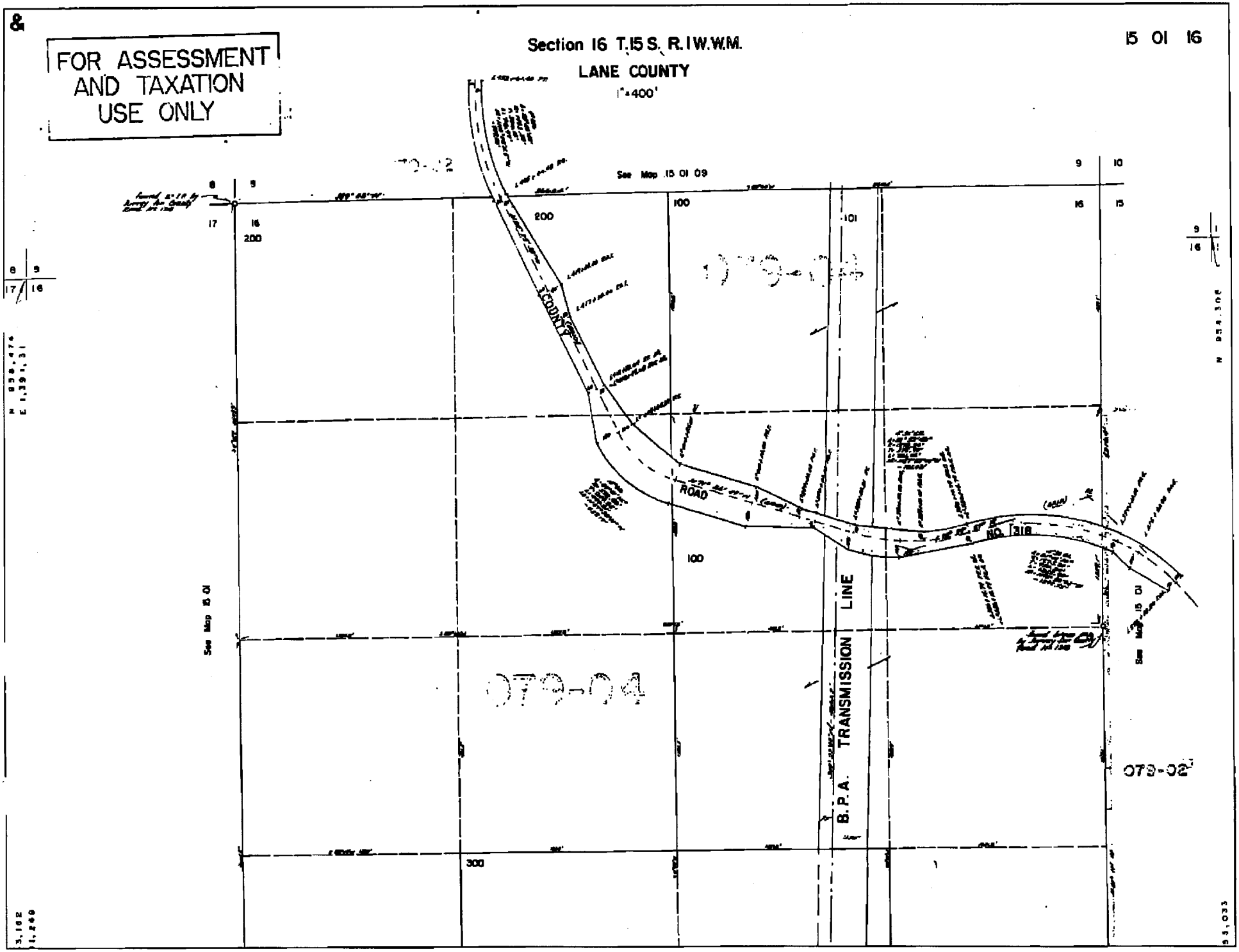
PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:27.55
Full Bath	:	Bldg SF	:	Lot SqFt	:1,200,078
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.


FOR ASSESSMENT AND TAXATION USE ONLY
Section 16 T.15 S. R.1 W.W.M.
LANE COUNTY
1"=400'
15 01 16
See Map 15 01 09
See Map 15 01
See Map 15 01
COUNTY ROAD NO. 318
B.P.A. TRANSMISSION LINE
079-04
079-02
200
100
101
300
8
9
10
17
16
15

=METROSCAN PROPERTY PROFILE=

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0001717	Bldg #:	of
Parcel	:15 01 32 00 00602 000		
Owner	:Us Government Et Al		
CoOwner	:Department Of Interi		
Site Address	:*No Site Address*		
Mail Address	:PO Box 3261 Portland Or 97208		
Owner Telephone	:		
Tenant Telephone	:		

metroscan: 13.90 acres

SALES AND LOAN INFORMATION

OC-M-83-A-294 LIS acreage is 17.7

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$24,280	PriorAssdLand	:$26,980
Market Structure	:	PriorAssdStct	:
Market Total	:$24,280	PriorAssdTotal	:$26,980
Max Assd Total	:$24,280	01-02 Taxes	:
Assessed Total	:$21,009	% Improved	:
		Levy Code	:07904

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:400 Tract,Vacant Tract Land	Jr High Sch	:
Zoning	:F1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Marcola
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:201R1	Transportat	:
Legal	:		
	:		
	:		

R:01W T:15S S:32 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO PAN PROPERTY PROFILE=

Lane (OR)

Parcel :0001717 Bldg#: of
Account# :15 01 32 00 00602 000

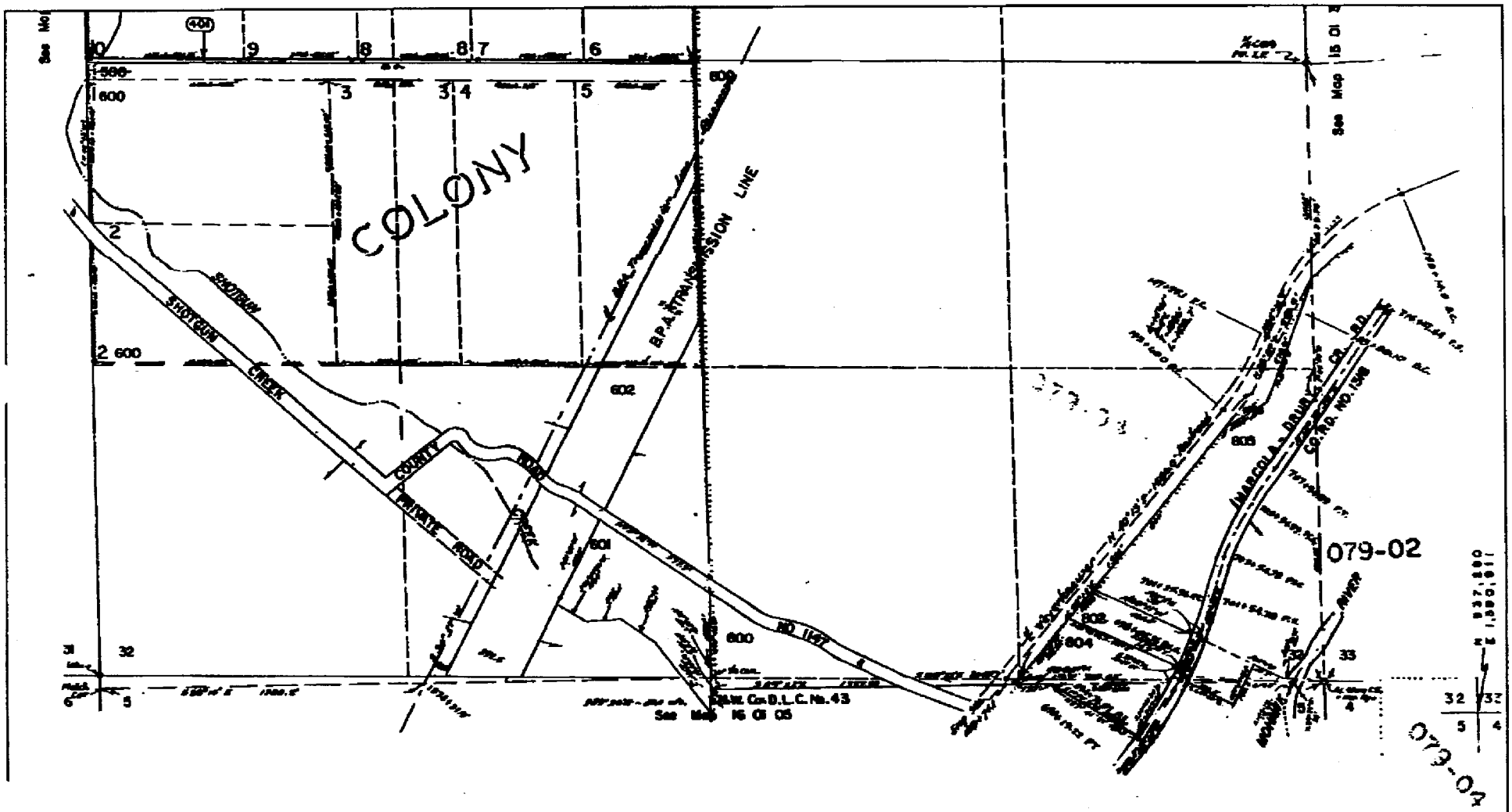
PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:13.90
Full Bath	:	Bldg SF	:	Lot SqFt	:605,484
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.


COLONY
SHOTGUN CREEK
COUNTY ROAD
PRIVATE ROAD
B.P.A. TRANSMISSION LINE
079-02
079-04

=METROSCAN PROPERTY PROFILE=

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0028447	Bldg #:	of
Parcel	:16 01 06 00 00301 000		
Owner	:Us Government Et Al		
CoOwner	:Department Of Interi		
Site Address	:*No Site Address*		
Mail Address	:PO Box 3261 Portland Or 97208		
Owner Telephone	:		
Tenant Telephone	:		

2.20 acres

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

US OC-M- 85-A-299A 2.4 acres

ASSESSMENT AND TAX INFORMATION

Market Land	:$680	PriorAssdLand	:$750
Market Structure	:	PriorAssdStct	:
Market Total	:$680	PriorAssdTotal	:$750
Max Assd Total	:$680	01-02 Taxes	:
Assessed Total	:$588	% Improved	:
		Levy Code	:07904

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:600 For,Vacant Forest Land	Jr High Sch	:
Zoning	:F1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Marcola
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:201R1	Transportat	:
Legal	:		
	:		
	:		

R:01W T:16S S:06 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=

Lane (OR)

Parcel :0028447 Bldg#: of
Account# :16 01 06 00 00301 000

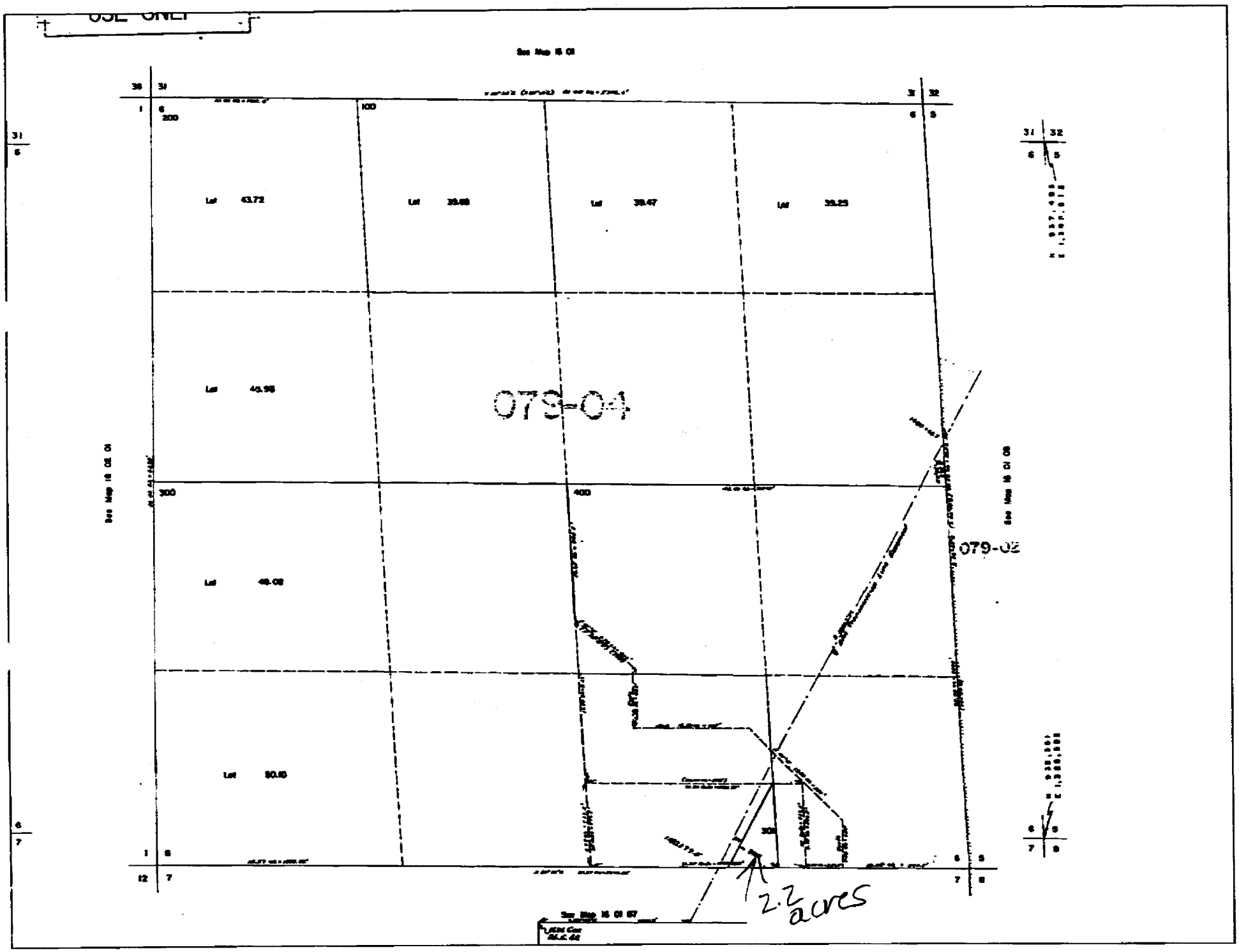
PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:2.20
Full Bath	:	Bldg SF	:	Lot SqFt	:95,832
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.



079-04
079-02
2.2 acres

= METROSCAN PROPERTY PROFILE =

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0981413
Parcel	:16 01 07 00 00201 000
Owner	:U S Government
CoOwner	:
Site Address	:*No Site Address*
Mail Address	:834 Pearl St Eugene Or 97401
Owner Telephone	:
Tenant Telephone	:

Bldg #: of

US
M-A-45-A-2A
50.57

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$17,960	PriorAssdLand	:$19,950
Market Structure	:	PriorAssdStct	:
Market Total	:$17,960	PriorAssdTotal	:$19,950
Max Assd Total	:$17,960	01-02 Taxes	:
Assessed Total	:$15,528	% Improved	:
		Levy Code	:07904

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:600 For,Vacant Forest Land	Jr High Sch	:
Zoning	:F1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Marcola
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:201R1	Transportat	:
Legal	:		
	:		
	:		

50.68 acres

R:01W T:16S S:07 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=

Lane (OR)

Parcel :0981413 Bldg#: of
Account# :16 01 07 00 00201 000

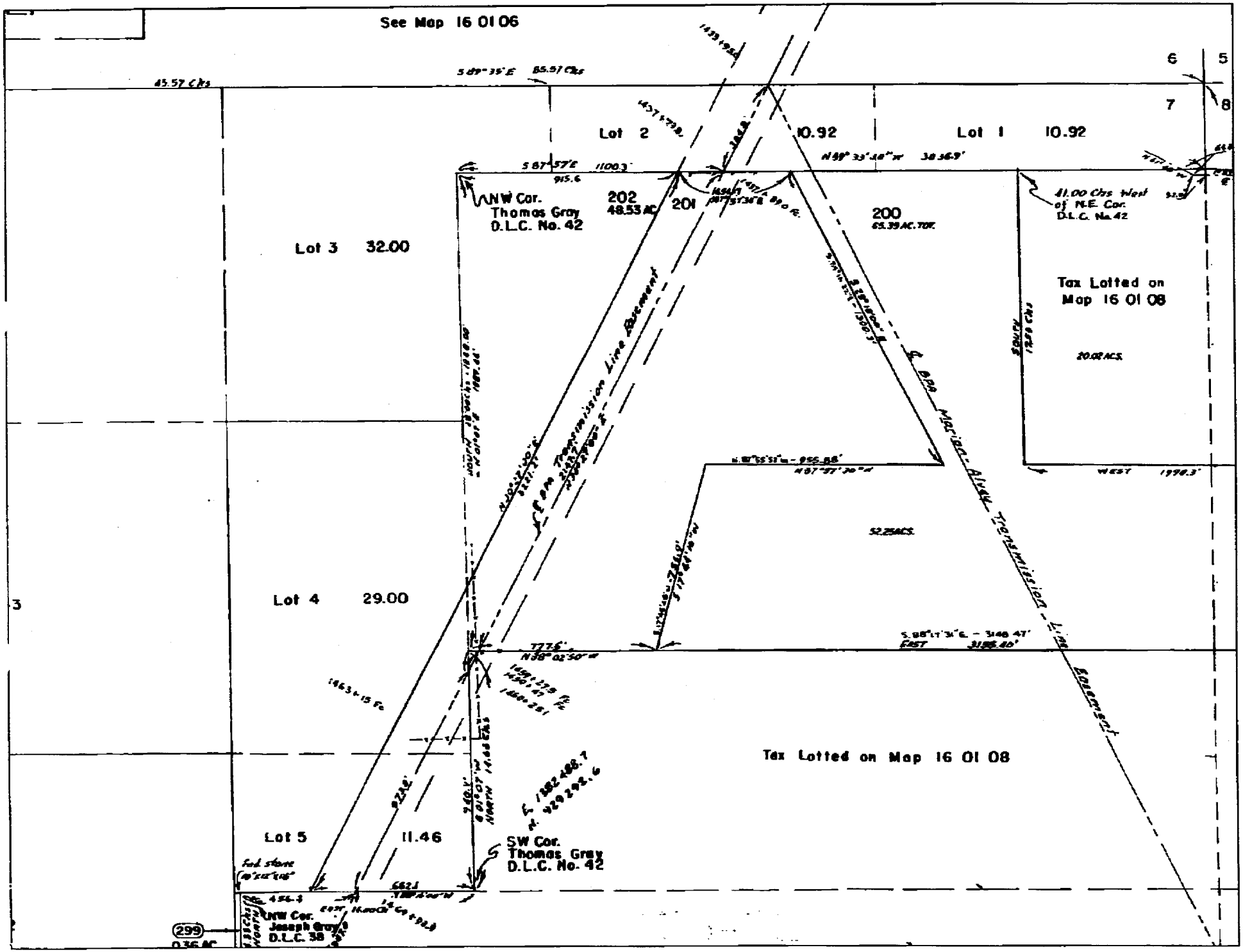
PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:50.68
Full Bath	:	Bldg SF	:	Lot SqFt	:2,207,621
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.


See Map 16 01 06
Lot 2 10.92
Lot 1 10.92
Lot 3 32.00
Lot 4 29.00
Lot 5 11.46
202
48.53 AC
201
200
65.39 AC. TOT.
NW Cor.
Thomas Gray
D.L.C. No. 42
SW Cor.
Thomas Gray
D.L.C. No. 42
NW Cor.
Joseph Gray
D.L.C. 38
Tax Lotted on
Map 16 01 08
20.02 ACS.
52.25 ACS.
Tax Lotted on Map 16 01 08
299
0.36 AC
6
5
7
8
3

WEST LANE DISTRICT

=METROSCAN PROPERTY PROFILE=

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0761526	Bldg #:	of
Parcel	:18 09 13 00 00101 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

TL 101

C-MA-31-A-93 6.3 acres on LIS

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$1,028	PriorAssdLand	:$1,060
Market Structure	:	PriorAssdStct	:
Market Total	:$1,028	PriorAssdTotal	:$1,060
Max Assd Total	:$1,028	01-02 Taxes	:
Assessed Total	:$861	% Improved	:
		Levy Code	:03200

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:400 Tract,Vacant Tract Land	Jr High Sch	:
Zoning	:F-1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

7.42 acres

R:09W T:18S S:13 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

= METRO CAN PROPERTY PROFILE =
Lane (OR)

Parcel :0761526 Bldg#: of
Account# :18 09 13 00 00101 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:7.42
Full Bath	:	Bldg SF	:	Lot SqFt	:323,215
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

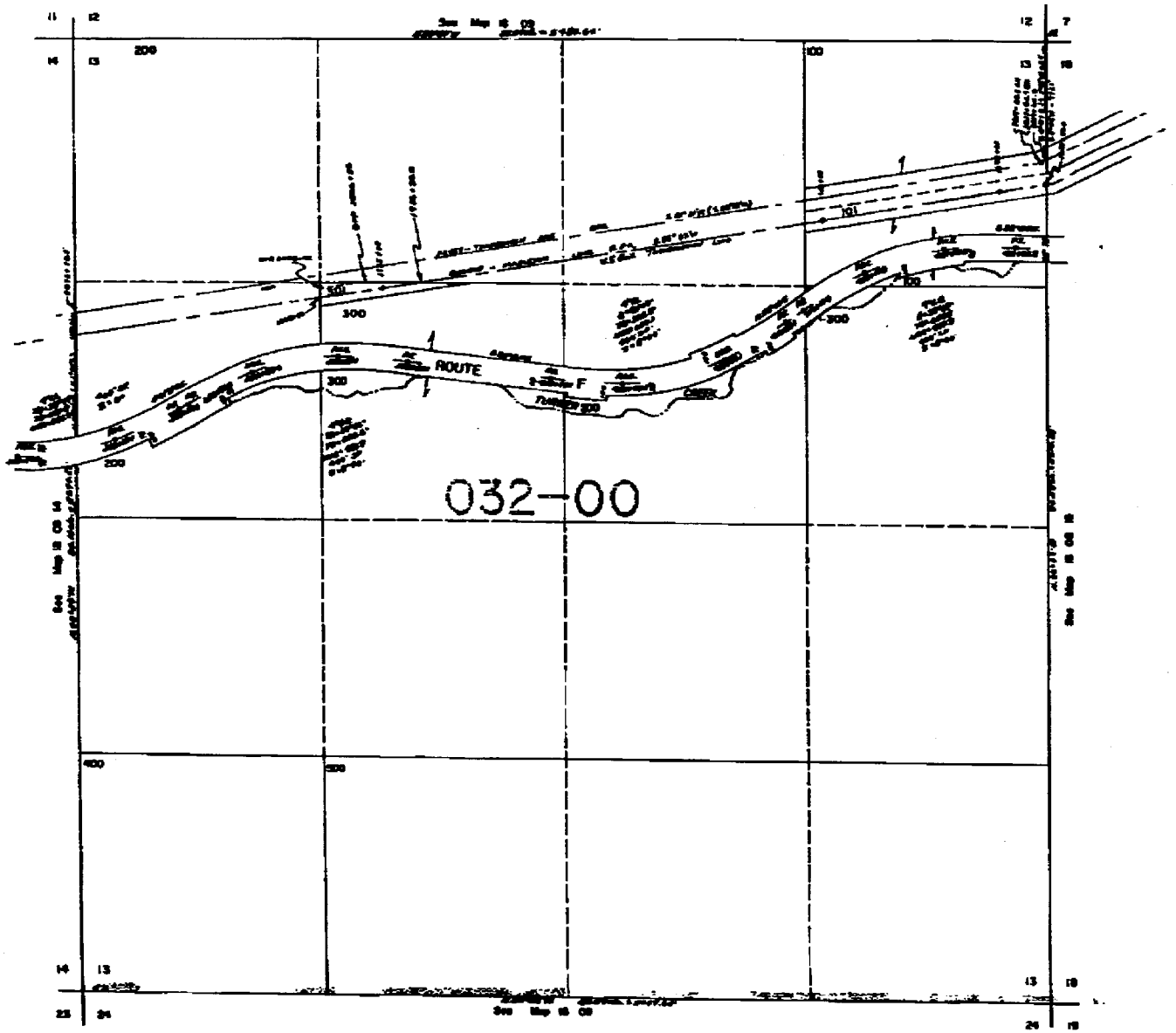
FOR ASSESSMENT AND TAXATION USE ONLY

Section 13 T18S. R.9W.W.M.

LANE COUNTY

1"=400'

18 09 13



TL 101

Tract ID		State	County	Section	Township	Range	Meridian
Status	Rights Acquired		Name				
A-WE-38-A-213		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	F		US PLYWOOD				
A-WE-38-A-213		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	F		OR STATE FORESTRY DEPT				
A-WE-38-A-214		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		OR STATE FOREST BD				
A-WE-38-A-214		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		OR STATE FORESTRY DEPT				
~~A-[illegible]A-215~~		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
~~A~~	F		US PLYWOOD				
A-WE-39-A-215		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	F		OR STATE FORESTRY DEPT				
E-MA-31-A-93		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	F		US PLYWOOD				
E-MA-31-A-94		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		OR STATE FOREST BD				
E-MA-31-AR-2		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		US PLYWOOD				
E[illegible]-AR-3		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		OR STATE FOREST BD				
E-MA-31-AR-4P1		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		OR STATE FOREST BD				
E-MA-31-AR-4P2		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	E		US PLYWOOD				
E-MA-31-AR-4P2A		OR	LANE	[redacted]	[redacted] S	[redacted] W	WM
A	N		OR STATE HWY COMM				

8.3 LOT 4

NENE of Sec 13

.1 ~~SENW~~

TL 101

6.3 LOT 1

Tract ID	State	County	Section	Township	Range	Meridian
Status	Rights Acquired			Name		
E-MA-31-AR-5	OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E	OR STATE FOREST BD				
E-MA-32-A-95	OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	F	US PLYWOOD				
E-MA-32-A-96	OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E	OR STATE FOREST BD				
E-MA-32-AR-1P1	OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E	OR STATE FOREST BD				
A- MT-2	OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	N	JOHN HANCOCK /OLYMPIC RES				

1.4

SENW

= METROSCAN PROPERTY PROFILE =

Lane (OR)

TL 200 13.32

OWNERSHIP INFORMATION

Account Number	:0761682	Bldg #:	of
Parcel	:18 09 15 00 00200 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$550	PriorAssdLand	:$550
Market Structure	:	PriorAssdStct	:
Market Total	:$550	PriorAssdTotal	:$550
Max Assd Total	:$550	01-02 Taxes	:
Assessed Total	:$550	% Improved	:
		Levy Code	:03200

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:010 Misc,Res,Unbld-Size/Easemnt/High-Wch		:
Zoning	:F-1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

R:09W T:18S S:15 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=
Lane (OR)

Parcel :0761682 Bldg#: of
Account# :18 09 15 00 00200 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:13.32
Full Bath	:	Bldg SF	:	Lot SqFt	:580,219
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

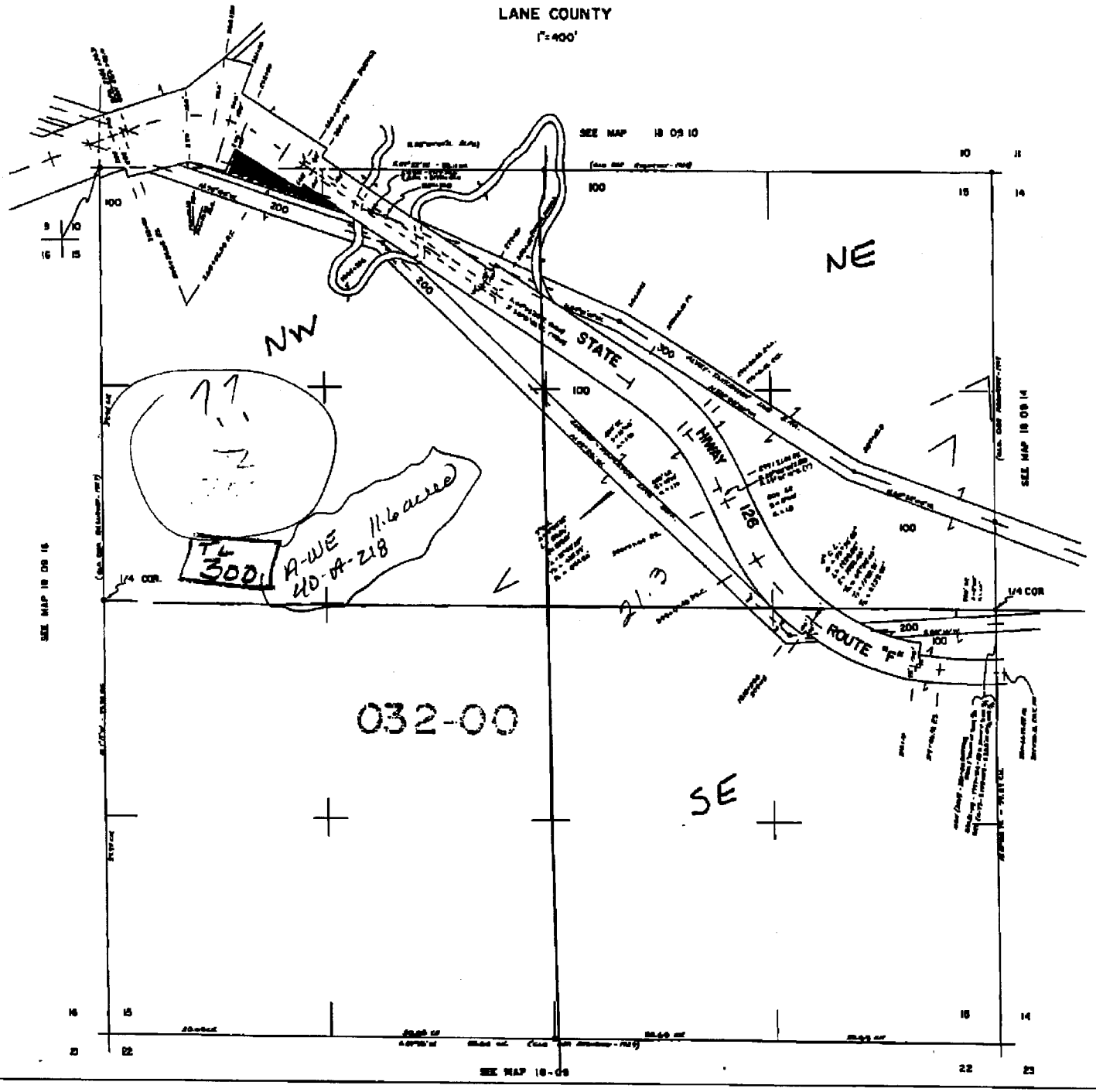
FOR ASSESSMENT AND TAXATION USE ONLY

Section 15 T.18S. R.9W.W.M.

LANE COUNTY

1"=400'

18 09 15



EMA-22-A-97
21.3
Sec 15

Tract ID		State	County	Section	Township	Range	Meridian
Status	Rights Acquired		Name				
A-WE-40-A-218		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	F		US PLYWOOD	3			
A-WE-40-AR-4		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E		US PLYWOOD				
A-WE-41-X-218A		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	P		OR STATE HWY				
A-WE-41-X-218A		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	P		ODOT				
M[redacted]-A-97		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	F		US PLYWOOD	E½NW; SWNE; N½SW			
E-MA-33-AR-3P1		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E		US PLYWOOD				
E-MA-33-AR-3P1A		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	P		OR STATE HWY COMM				
E-MA-33-AR-4		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E		US PLYWOOD				
E-MA-33-AR-5P1		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E		US PLYWOOD				
E-[redacted]-AR-5P1A		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	P		OR STATE HWY COMM				
E-MA-33-AR-5P2		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E		US PLYWOOD				
E-MA-33-AR-5P2A		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	N		OR STATE HWY COMM				
E-MA-33-AR-6P1		OR	LANE	[redacted]	[redacted]S	[redacted]W	WM
A	E		US PLYWOOD				

11.12 TAX LOT 300

3:3

Tract ID	State	County	Section	Township	Range	Meridian
Status	Rights Acquired	Name				
E-MA-33-AR-6P1A	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	N	OR STATE HWY COMM				
E-MA-33-AR-7	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	E	US PLYWOOD				
E-MA-33-X-97A	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A		LANE CO				
E-MA-34-A-98	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	F	US PLYWOOD				
[illegible]34-AR-1P1	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	E	US PLYWOOD				
E-MA-34-AR-1P1A	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	N	OR STATE HWY COMM				
E-MA-34-AR-2P1	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	E	US PLYWOOD				
E-MA-34-AR-2P1A	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	P	OR STATE HWY COMM				
E-MA-34-AR-3	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	E	US PLYWOOD				
E-[illegible]-AR-4P1	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	E	US PLYWOOD				
E-MA-34-AR-4P1A	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	P	OR STATE HWY COMM				
E-MA-34-AR-5	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	E	US PLYWOOD				
E-MA-34-ENC-97C	OR	LANE	[illegible]	[illegible]S	[illegible]W	WM
A	N	LANE CO				

3.3 WOW

Tract ID	State	County	Section	Township	Range	Meridian
Status	Rights Acquired	Name				
A-WE-26-MT-2	OR	LANE	[redacted] 05	[redacted] 18 S	[redacted] 12 W	WM
A	N	JOHN HANCOCK /OLYMPIC RES				
A-WE-29-MT-2	OR	LANE	[redacted] 05	[redacted] 18 S	[redacted] 12 W	WM
A	N	ODOT				

= METROSCAN PROPERTY PROFILE =

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0761690	Bldg #:	of
Parcel	:18 09 15 00 00300 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

Acres 11.60
A-WE-40
A-218
11.6 Acres

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$550	PriorAssdLand	:$550
Market Structure	:	PriorAssdStct	:
Market Total	:$550	PriorAssdTotal	:$550
Max Assd Total	:$550	01-02 Taxes	:
Assessed Total	:$550	% Improved	:
		Levy Code	:03200

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:010 Misc,Res,Unbld-Size/Easemnt/High-Wch		
Zoning	:F-1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

R:09W T:18S S:15 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=
Lane (OR)

Parcel :0761690 Bldg#: of
Account# :18 09 15 00 00300 000

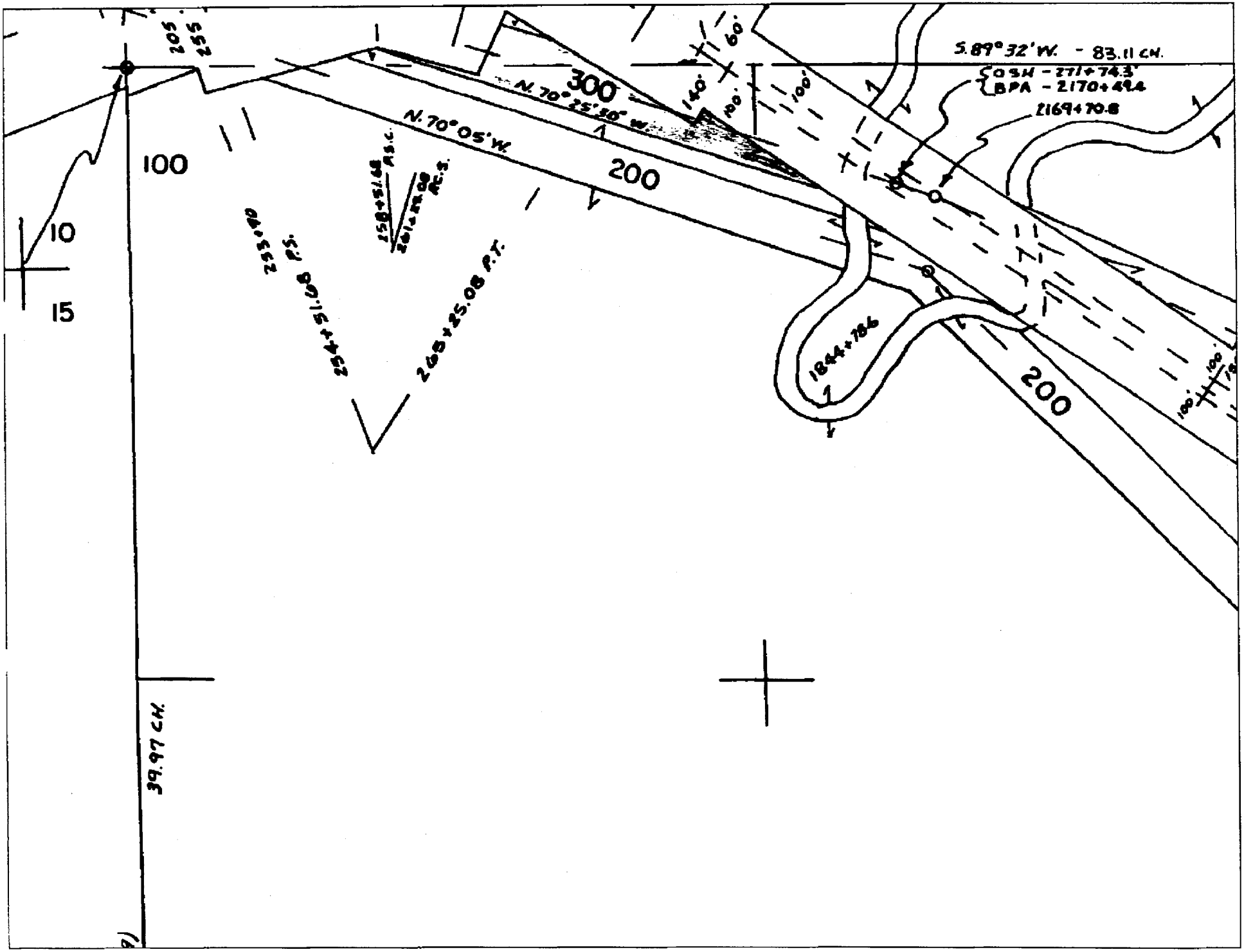
PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:11.60
Full Bath	:	Bldg SF	:	Lot SqFt	:505,296
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.



S.89°32'W. - 83.11 CH.
OSH - 271+74.3'
BPA - 2170+49.4
2169+70.8
N.70°25'30" W.
N.70°05'W.
300
200
100
10
15
205
255
60'
140'
100'
1844+78.6
253+90 P.S.
254+51.68 P.S.
265+25.08 P.T.
39.97 CH.

= M E T R O S C A N P R O P E R T Y P R O F I L E =

Lane (OR)

OWNERSHIP INFORMATION

TL 801
2.64

Account Number	:0762052	Bldg #:	of
Parcel	:18 10 01 00 00801 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

SALES AND LOAN INFORMATION

E-MA-38-A-110
2.7 acres

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$25,161	PriorAssdLand	:$25,940
Market Structure	:	PriorAssdStct	:
Market Total	:$25,161	PriorAssdTotal	:$25,940
Max Assd Total	:$25,161	01-02 Taxes	:
Assessed Total	:$21,273	% Improved	:
		Levy Code	:03206

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:400 Tract,Vacant Tract Land	Jr High Sch	:
Zoning	:F 1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

R:10W T:18S S:01 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

= METRO CAN PROPERTY PROFILE =

Lane (OR)

Parcel :0762052 Bldg#: of
Account# :18 10 01 00 00801 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:2.64
Full Bath	:	Bldg SF	:	Lot SqFt	:114,998
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

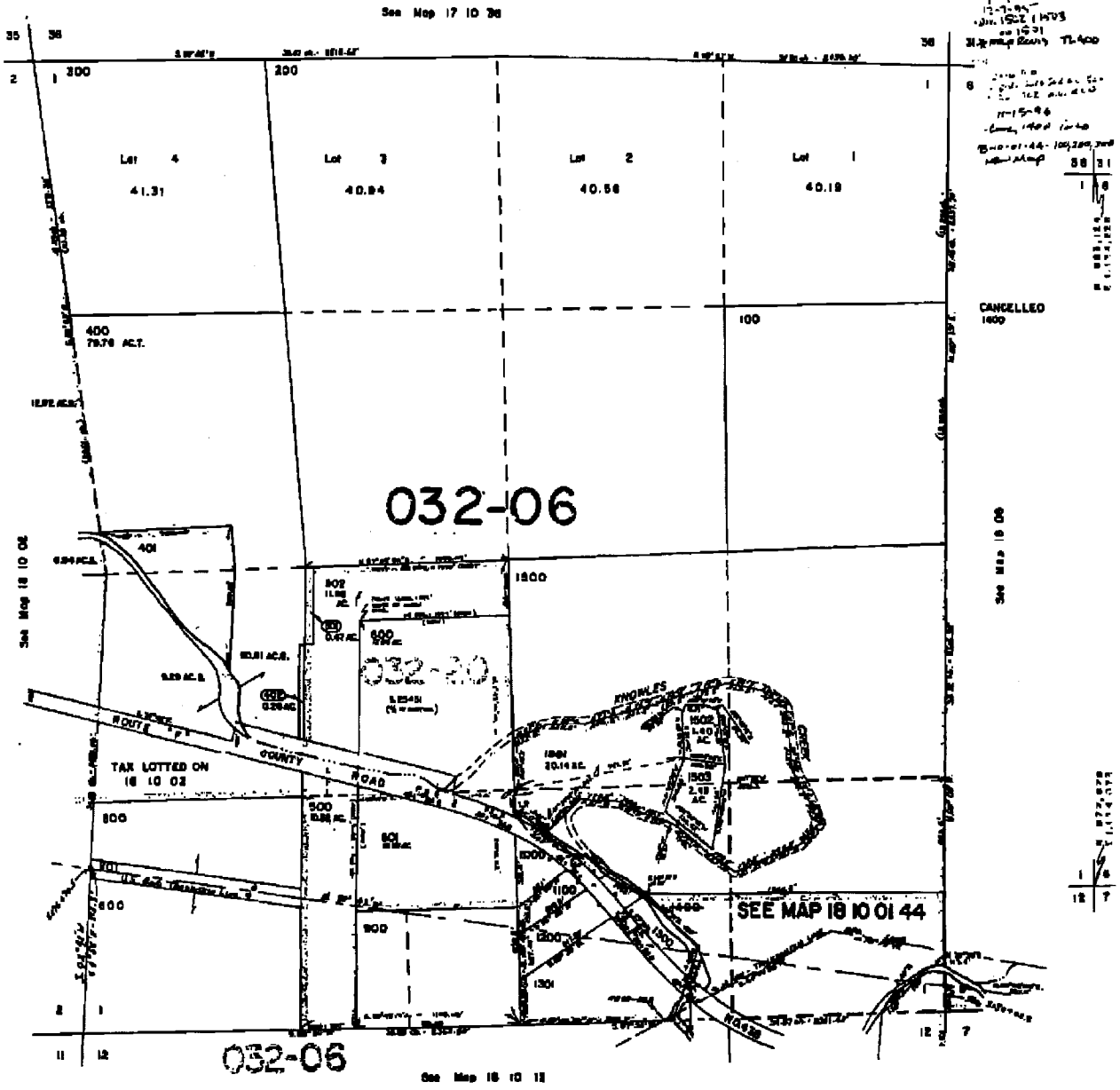
1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

FOR ASSESSMENT AND TAXATION USE ONLY

Section 1 T18S. R.10 W.W.M.
LANE COUNTY
1" = 400'

18 10 01



TL
801

2.64

=METROSCAN PROPERTY PROFILE=

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0765444	Bldg #:	of
Parcel	:18 10 09 00 00301 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

TX LT
301
7.6 acres

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$1,028	PriorAssdLand	:$1,060
Market Structure	:	PriorAssdStct	:
Market Total	:$1,028	PriorAssdTotal	:$1,060
Max Assd Total	:$1,028	01-02 Taxes	:
Assessed Total	:$861	% Improved	:
		Levy Code	:03206

A-WE-48-
A -248
4.6

MA-R-3-A-8
3.

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:400 Tract,Vacant Tract Land	Jr High Sch	:
Zoning	:F 1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

R:10W T:18S S:09 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=

Lane (OR)

Parcel :0765444 Bldg#: of
Account# :18 10 09 00 00301 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:7.60
Full Bath	:	Bldg SF	:	Lot SqFt	:331,056
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

FOR ASSESSMENT AND TAXATION ONLY

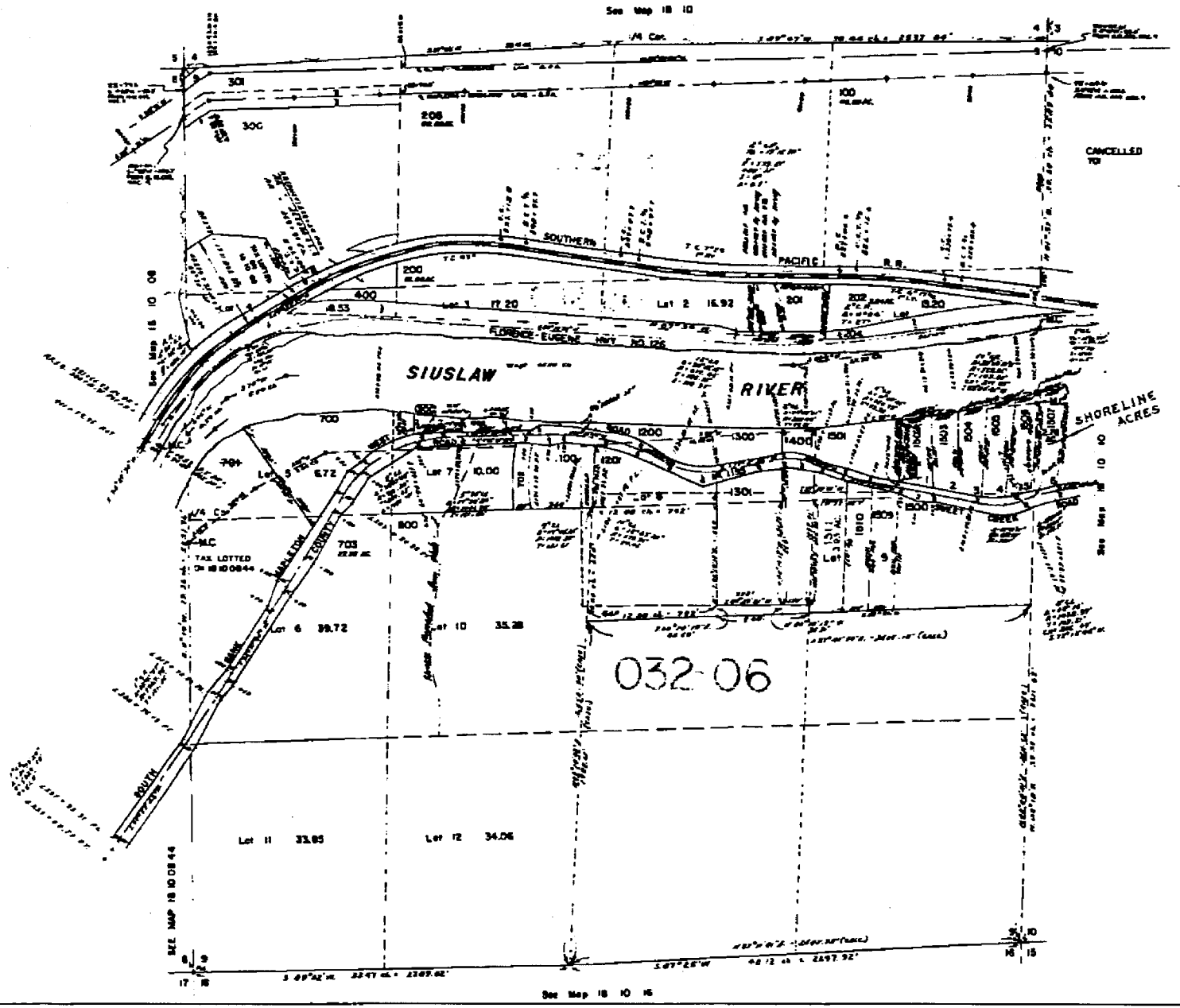
Sec. 9 T.18 S. R.10W. W.M.

LANE COUNTY

1" = 400'

THIS MAP REPLACES 18 10 08 IN PART

18 10 09



= METROSCAN PROPERTY PROFILE =

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0766285	Bldg #:	of
Parcel	:18 10 11 00 01001 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

TX LOT 1001 8.97 acres

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

E-MA-118 SEWER .9

MA-R-1 A-1 1.2

ASSESSMENT AND TAX INFORMATION

Market Land	:$21,805	PriorAssdLand	:$22,480
Market Structure	:	PriorAssdStct	:
Market Total	:$21,805	PriorAssdTotal	:$22,480
Max Assd Total	:$21,805	01-02 Taxes	:
Assessed Total	:$18,446	% Improved	:
		Levy Code	:03207

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:400 Tract,Vacant Tract Land	Jr High Sch	:
Zoning	:F 2	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

R:10W T:18S S:11 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=
Lane (OR)

Parcel :0766285 Bldg#: of
Account# :18 10 11 00 01001 000

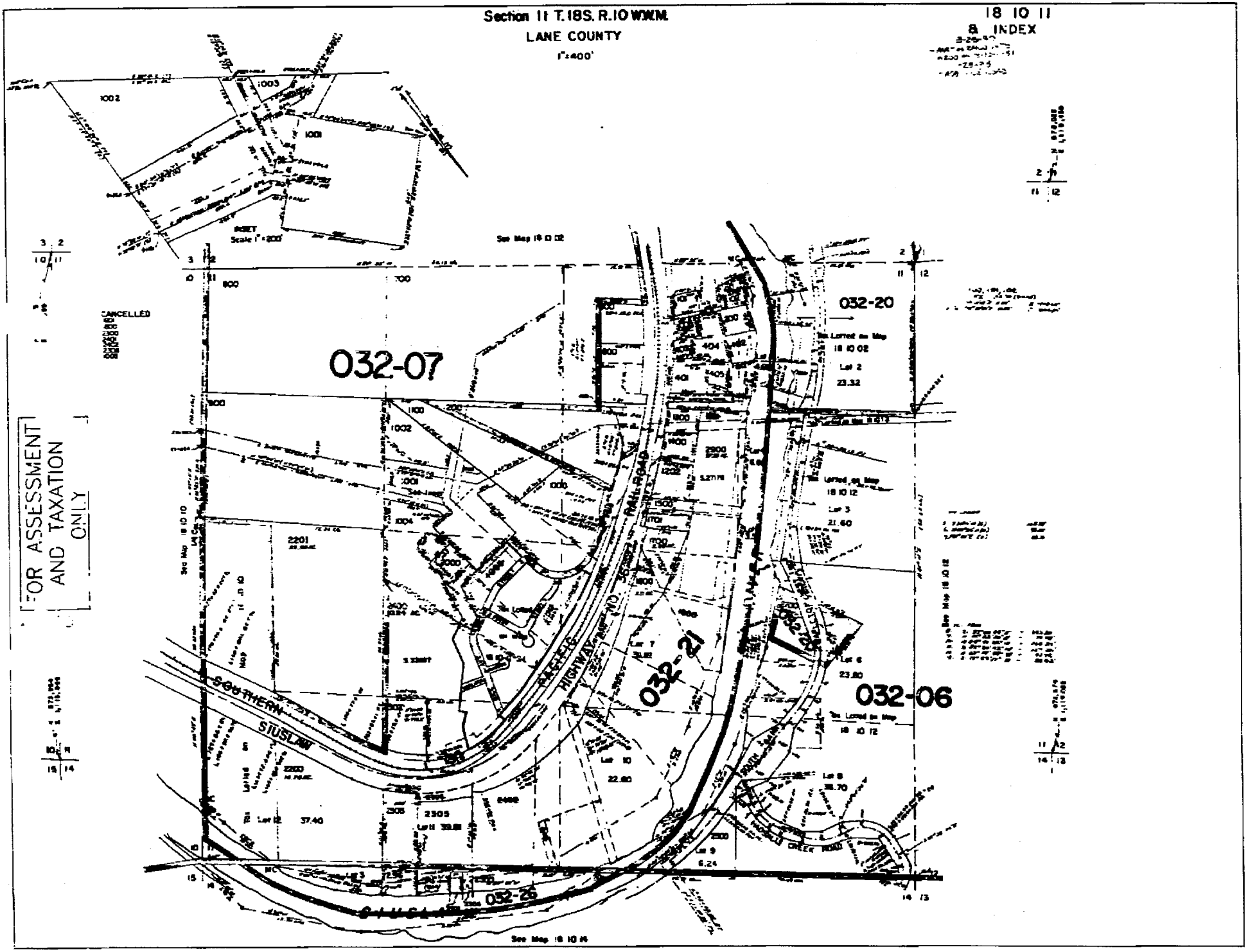
PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:8.97
Full Bath	:	Bldg SF	:	Lot SqFt	:390,733
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.



Section 11 T.18S. R.10 W.W.M.
LANE COUNTY
1"=400'
18 10 11
& INDEX
FOR ASSESSMENT AND TAXATION ONLY
CANCELLED
INSET
Scale 1"=200'
032-07
032-20
032-21
032-06
032-26
SOUTHERN
SIUSLAW
PACIFIC
HIGHWAY
RAILROAD
CREEK ROAD
See Map 18 10 02
See Map 18 10 10
See Map 18 10 12
See Map 18 10 14

= M E T R O S C A N P R O P E R T Y P R O F I L E =

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0767218	Bldg #:	of
Parcel	:18 10 12 00 00801 000		
Owner	:U S Government		
CoOwner	:		
Site Address	:*No Site Address*		
Mail Address	:834 Pearl St Eugene Or 97401		
Owner Telephone	:		
Tenant Telephone	:		

TX 80, <7

5,10 acres

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

A-WE45-A-232

3.5

ASSESSMENT AND TAX INFORMATION

Market Land	:$1,028	PriorAssdLand	:$1,060
Market Structure	:	PriorAssdStct	:
Market Total	:$1,028	PriorAssdTotal	:$1,060
Max Assd Total	:$1,028	01-02 Taxes	:
Assessed Total	:$861	% Improved	:
		Levy Code	:03206

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:600 For,Vacant Forest Land	Jr High Sch	:
Zoning	:F 1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Mapleton
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:606R4	Transportat	:
Legal	:		
	:		
	:		

R:10W T:18S S:12 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=

Lane (OR)

Parcel :0767218 Bldg#: of
Account# :18 10 12 00 00801 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:5.10
Full Bath	:	Bldg SF	:	Lot SqFt	:222,156
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

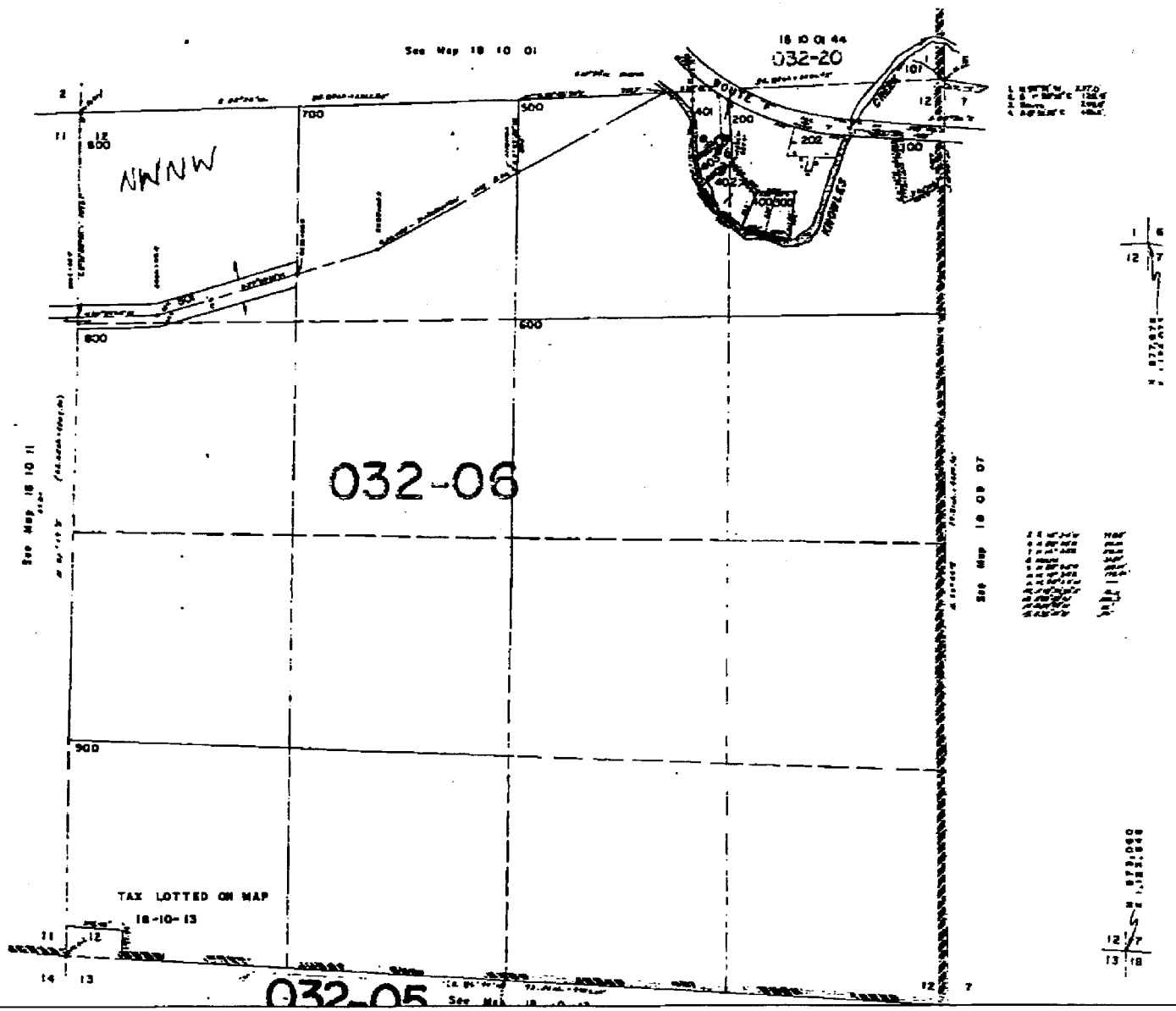
Section 12 T.18S. R.10W.W.M.

LANE COUNTY

1"=400'

18 10 12

FOR ASSESSMENT AND TAXATION ONLY



= METROSCAN PROPERTY PROFILE =

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:0770493
Parcel	:18 11 16 00 00600 000
Owner	:Us Government Et Al
CoOwner	:Department Of Interi
Site Address	:*No Site Address*
Mail Address	:PO Box 3261 Portland Or 97208
Owner Telephone	:
Tenant Telephone	:

Bldg #: of

$701

Wend-SS-PA; PB; PC; NC

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$61,614	PriorAssdLand	:$63,520
Market Structure	:	PriorAssdStct	:
Market Total	:$61,614	PriorAssdTotal	:$63,520
Max Assd Total	:$61,614	01-02 Taxes	:
Assessed Total	:$40,680	% Improved	:
		Levy Code	:09704

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:400 Tract,Vacant Tract Land	Jr High Sch	:
Zoning	:F 1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Siuslaw
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:607R5	Transportat	:
Legal	:		
	:		
	:		

29.25
17.53
46.78

R:11W T:18S S:16 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

= M E T R O C A N P R O P E R T Y P R O F I L E =

Lane (OR)

Parcel :0770493 Bldg#: of
Account# :18 11 16 00 00600 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:29.25
Full Bath	:	Bldg SF	:	Lot SqFt	:1,274,130
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

= METROSCAN PROPERTY PROFILE =

Lane (OR)

OWNERSHIP INFORMATION

Account Number	:1060506	Bldg #:	of
Parcel	:18 11 16 00 00701 000		
Owner	:U S Government Et Al		
CoOwner	:Department Of Interi		
Site Address	:*No Site Address*		
Mail Address	:PO Box 3261 Portland Or 97208		
Owner Telephone	:		
Tenant Telephone	:		

SALES AND LOAN INFORMATION

Transferred	:	Loan Amount	:
Document #	:	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	:	Vesting Type	:
Prior Price	:	Prior Transfer	:

ASSESSMENT AND TAX INFORMATION

Market Land	:$13,638	PriorAssdLand	:$14,060
Market Structure	:	PriorAssdStct	:
Market Total	:$13,638	PriorAssdTotal	:$14,060
Max Assd Total	:$13,638	01-02 Taxes	:
Assessed Total	:$9,005	% Improved	:
		Levy Code	:09702

PROPERTY DESCRIPTION

Census	:Tract: Block:	Elem School	:
Land Use	:640 For,Vacant,Unzoned Farm Land	High Sch	:
Zoning	:F 1	High School	:
Stat Class	:*Unknown Building Code*	Municipality	:Siuslaw
StatClass Cd	:	UGB Status	:
NghbrhoodCd	:607R5	Transportat	:
Legal	:		
	:		
	:		

R:11W T:18S S:16 Q: QQ:

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

=METRO CAN PROPERTY PROFILE=

Lane (OR)

Parcel :1060506 Bldg#: of
Account# :18 11 16 00 00701 000

PROPERTY CHARACTERISTICS

Bedrooms	:	YearBuilt	:	Lot Acres	:17.53
Full Bath	:	Bldg SF	:	Lot SqFt	:763,607
Half Bath	:	Living SF	:	Lot Dims	:
Tot Baths	:	1st FlrSF	:	RoofMat	:
Fireplace	:	2nd FlrSF	:	RoofShp	:
HeatMethod	:	BsmtPrkSF	:	Foundatn	:
FlrCover1	:	BsmtTotSF	:	Ext Wall	:
FlrCover2	:	AttcTotSF	:	DrvwyMat	:
Lavatory	:	Deck Type	:	DrvwySize	:
Toilet	:	Deck SqFt	:	Drvwy SF	:
Septic	:	Deck Num	:	Garage SF	:
Shower	:	Patio Typ	:	DetGrgSF	:
Shwr Type	:	PatioSqFt	:	CarportSF	:
Sink	:			Tot Units	:
Tub	:				
Well	:				

Mobile Home Information

1 .MH X-Number :
2. Brand :
3. MH YrBlt :
4. Land Acct # :
5. MH Dim :
6. MH Bldg SF :

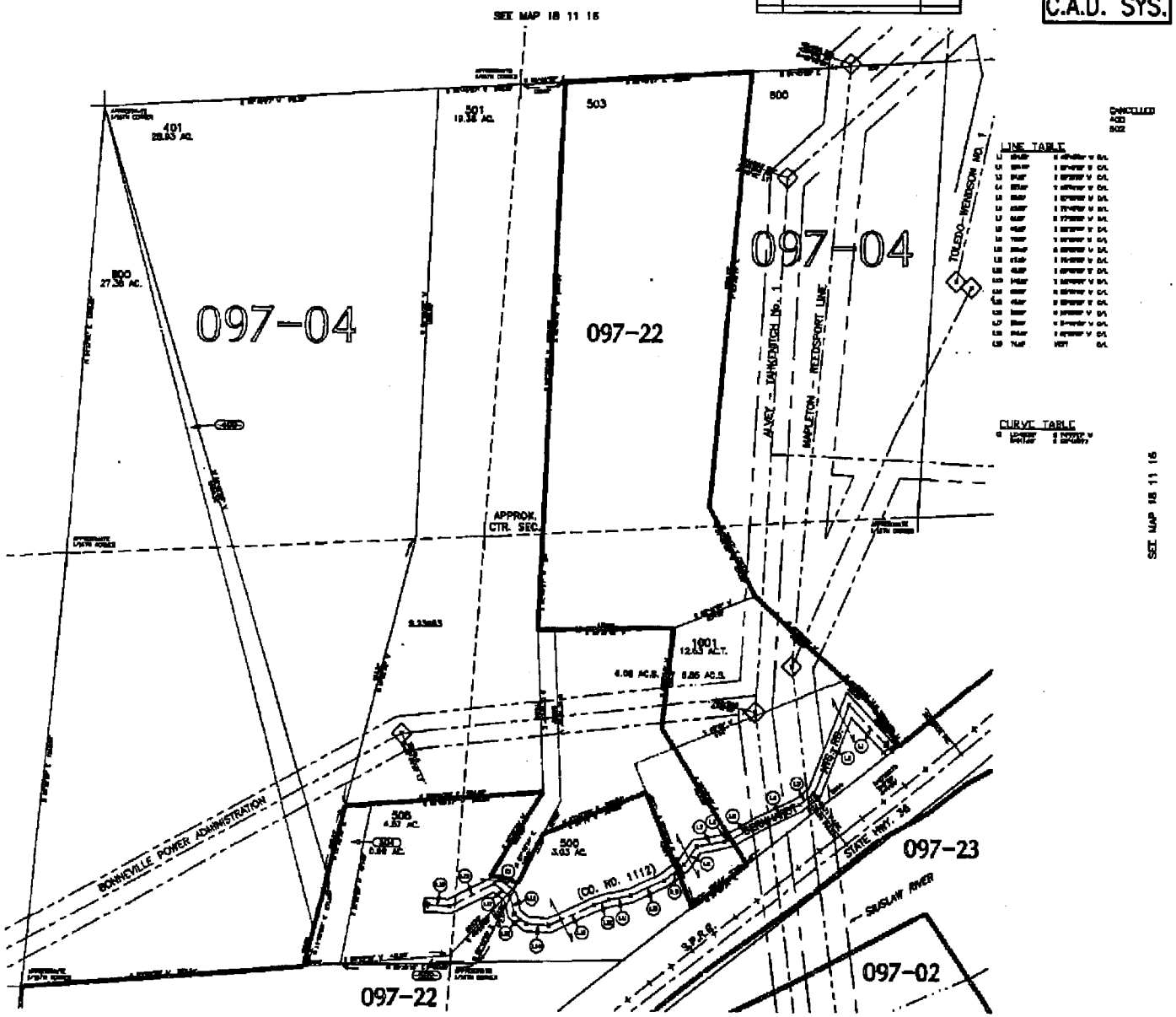
Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

FOR ASSESSMENT AND TAXATION ONLY

SEC.16 T.18S. R.11W. W.M.
DETAIL MAP NO. 1
LANE COUNTY
SCALE 1" = 200'

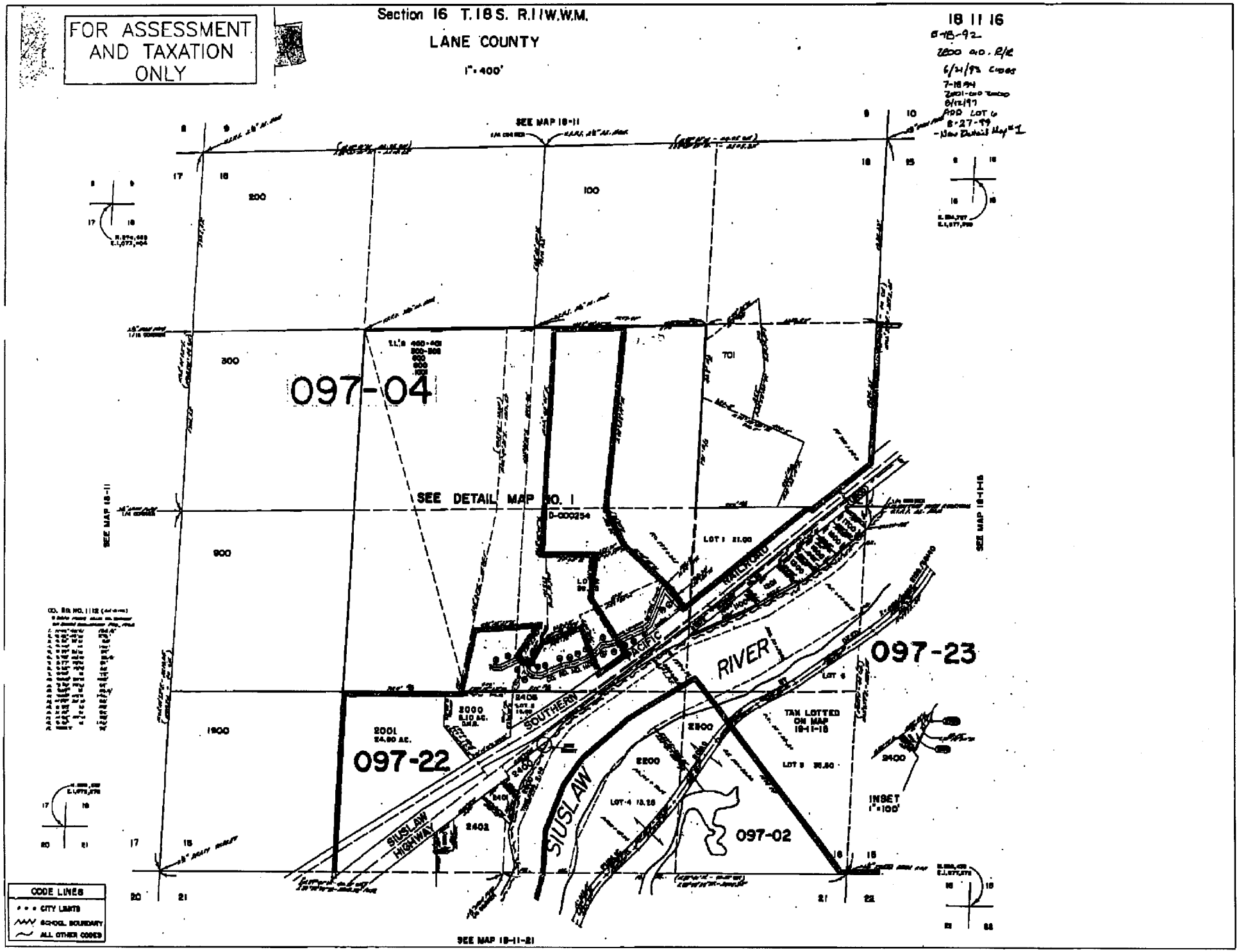
18 11 16
DETAIL MAP NO. 1

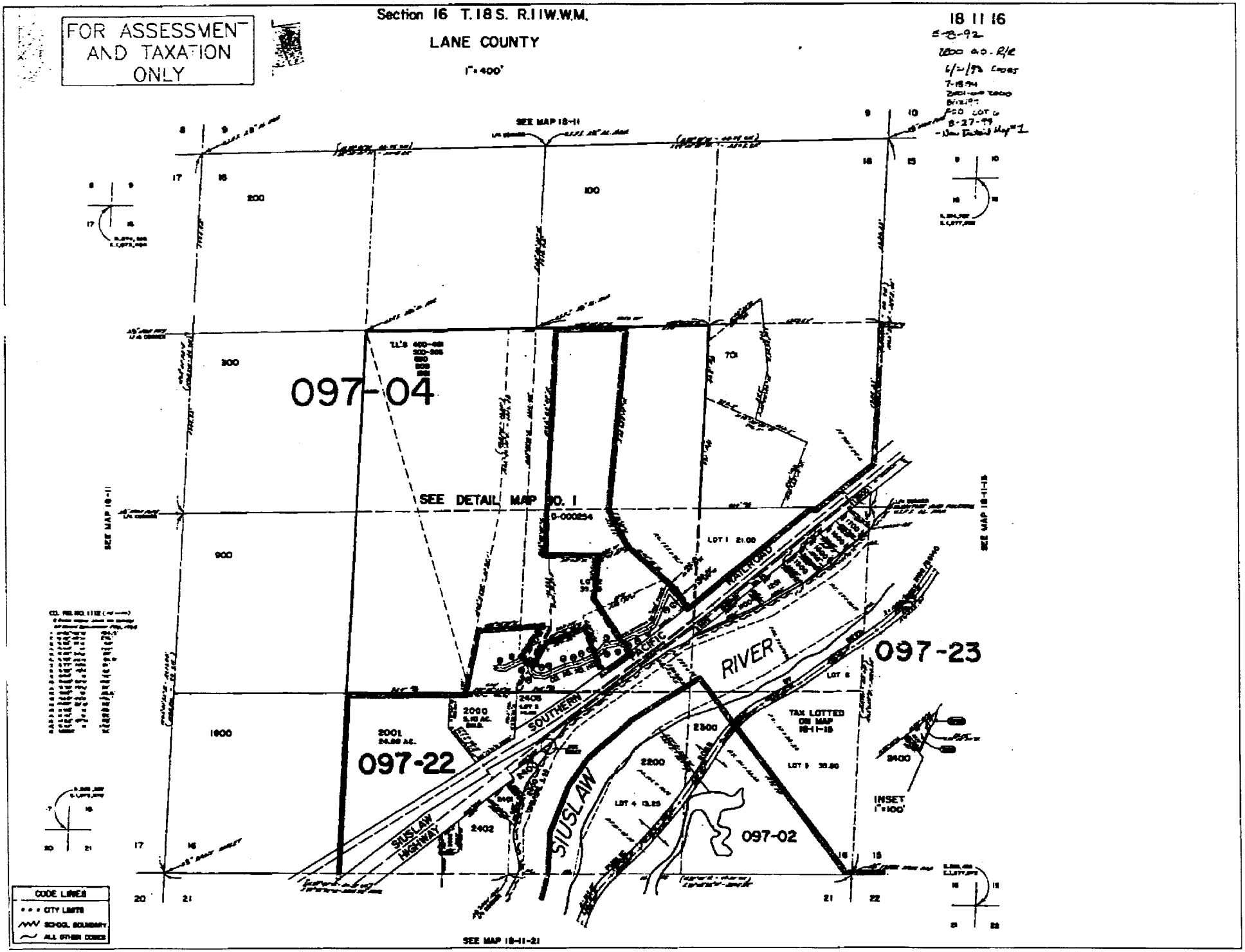
C.A.D. SYS.



18 11 16
DETAIL MAP NO. 1

WEND-55-PC .18
WEND-55-PB 29.25
WEND-55-PA 11.18
WEND-55-NC 6.19


FOR ASSESSMENT AND TAXATION ONLY
Section 16 T.18S. R.11W.W.M.
LANE COUNTY
1"=400'
18 11 16
SEE MAP 18-11
SEE DETAIL MAP NO. 1
097-04
097-22
097-23
097-02
SIUSLAW RIVER
SOUTHERN PACIFIC RAILROAD
SIUSLAW HIGHWAY
TAX LOTTED ON MAP 18-11-15
INSET 1"=100'
SEE MAP 18-11-21
CODE LINES
CITY LIMITS
SCHOOL BOUNDARY
ALL OTHER CODES


FOR ASSESSMENT AND TAXATION ONLY
Section 16 T.18S. R.11W.W.M.
LANE COUNTY
1"=400'
18 11 16
SEE MAP 18-11
097-04
SEE DETAIL MAP NO. 1
097-23
097-22
097-02
SIUSLAW RIVER
SOUTHERN PACIFIC
SIUSLAW HIGHWAY
WATER ORD
TAX LOTTED OR MAP 18-11-16
INSET 1"=100'
SEE MAP 18-11-21
CODE LINES
CITY LIMITS
SCHOOL BOUNDARY
ALL OTHER CODES

Department of Energy
Bonneville Power Administration

JUN 05 2002

TRACT Nos.: FT-MA-R-1-A-1; -2; -3; -4; etc. (see attached list)

LIS CASE No.: 20020013

To: Manager, Real Property Information - TR-3

☒ Disposal action has been completed on the above tract(s).

☒ Easement rights have been granted on the above tract(s).

☐ No Rights Issued.

☐ No Permit required as crossing is to be located within a public or county roadway.

☐ NO MAPPING NECESSARY.

☒ MAPPING NECESSARY - Send to TRS-3.

☐ Cancellation.

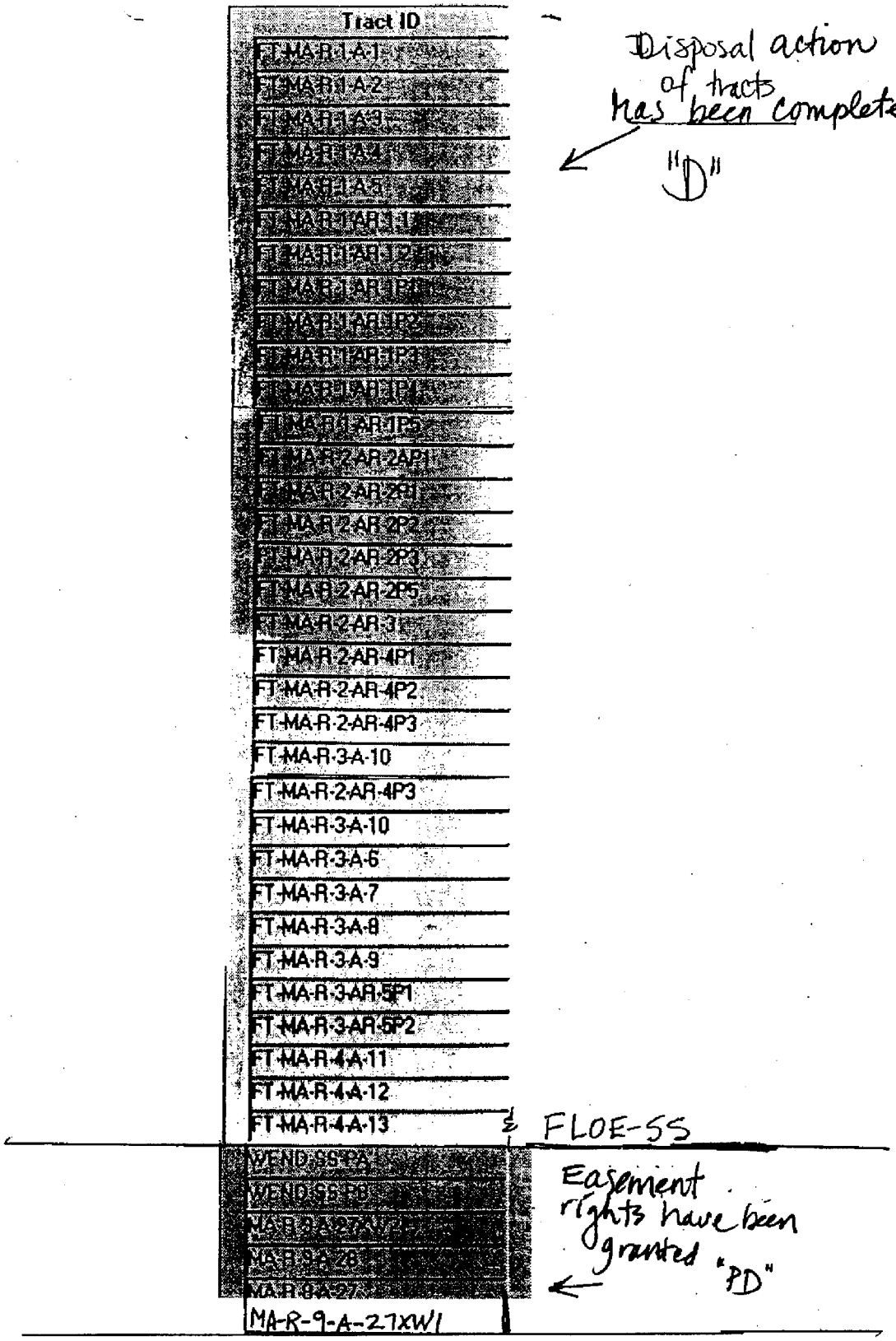
☐ Other.

L Scheibner

Lynn Scheibner
Realty Technician

Note:
DISPOSAL OF REAL ESTATE AND T/L FACILITIES- BEGINNING AT WENDSON SUBSTATION TO FLORENCE SUBSTATION. DISPOSAL OF T/L FACILITIES LOCATED AT WENDSON SUB,(ASSOCIATED WITH THE FLORENCE TAP T/L) INCLUDING THE RIGHT TO ENTER, OPR. AND MAINTAIN, ETC. ("PD"); DISPOSAL OF THE FLORENCE TAP T/L ("D"); AND DISPOSAL OF THE REMAINING ESMT RIGHTS BPA HELD AT FLORENCE SUBSTATION ("D").

Rm 6/12/02


Tract ID
FT-MA-R-1-A-1
FT-MA-R-1-A-2
FT-MA-R-1-A-3
FT-MA-R-1-A-4
FT-MA-R-1-A-5
FT-MA-R-1-AR-1-1P1
FT-MA-R-1-AR-1-2P1
FT-MA-R-1-AR-1P4
FT-MA-R-1-AR-1P2
FT-MA-R-1-AR-1P3
FT-MA-R-1-AR-1P4
FT-MA-R-1-AR-1P5
FT-MA-R-2-AR-2AP1
FT-MA-R-2-AR-2P1
FT-MA-R-2-AR-2P2
FT-MA-R-2-AR-2P3
FT-MA-R-2-AR-2P5
FT-MA-R-2-AR-3P1
FT-MA-R-2-AR-4P1
FT-MA-R-2-AR-4P2
FT-MA-R-2-AR-4P3
FT-MA-R-3-A-10
FT-MA-R-2-AR-4P3
FT-MA-R-3-A-10
FT-MA-R-3-A-6
FT-MA-R-3-A-7
FT-MA-R-3-A-8
FT-MA-R-3-A-9
FT-MA-R-3-AR-5P1
FT-MA-R-3-AR-5P2
FT-MA-R-4-A-11
FT-MA-R-4-A-12
FT-MA-R-4-A-13
FLOE-55
WEND-55-A
WEND-55-B
MA-R-9-A-27A
MA-R-9-A-28
MA-R-9-A-27
MA-R-9-A-27XW1
Disposal action of tracts has been completed "D"
Easement rights have been granted "PD"

Division of C f Deputy Clerk
Lane County Deeds and Records

2002-033338

$141.00

00288886200200333380110110

04/29/2002 12:49:31 PM

RPR-DEED Cnt=2 Stn=5 CASHIER 01
$5.00 $55.00 $60.00 $11.00 $10.00

AFTER RECORDING, RETURN TO
Central Lincoln People's Utility District
P.O. Box 1126
Newport, Oregon 97365-0090

Send Tax Statements to: Same Address

QUITCLAIM AND ASSIGNMENT OF POWER LINE EASEMENTS AND ELECTRIC FACILITIES

The Grantor, THE UNITED STATES OF AMERICA, acting by and through the Department of Energy, Bonneville Power Administration, for and in consideration of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) and other valuable consideration, hereby releases and quitclaims to CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT (hereinafter "Central Lincoln PUD") and its successors and assigns all of the Grantor's right, title, and interest in and to the real property described in Exhibit A, attached hereto and made a part hereof, together with all of the Grantor's right, title, and interest in and to any and all fixtures and other electric transmission facilities, if any, located on the land described in Exhibit A. The property conveyed herein is known as the Bonneville Power Administration's Wendson-Florence No. 1 Transmission Line and is situated in Lane County, Oregon.

In addition to the real estate and transmission facilities described above, the Grantor hereby releases and quitclaims to Central Lincoln PUD and its successors and assigns any and all electric transmission facilities that are a part of the said Wendson-Florence No. 1 Transmission Line but are not located on the land described in Exhibit A, including, but not necessarily limited to, portions of the said transmission line that are located on the Grantor's land at its Wendson Substation in Section 16, Township 18 South, Range 11 West, W.M.

Grantor also hereby conveys to Central Lincoln PUD a perpetual easement and right to enter and to operate, maintain, repair, rebuild, and patrol those portions of the Wendson-Florence No. 1 Transmission Line that are located outside the fenced substation yard but within the parcel owned by the United States at the Bonneville Power Administration's said Wendson Substation, as shown on the drawing that is attached hereto as Exhibit B and incorporated herein.

Where the Wendson-Florence No. 1 Transmission Line crosses over easements occupied by other transmission lines owned by the Grantor, which easements are more particularly described in Exhibit C, attached hereto and incorporated herein, the Grantor releases and quitclaims to Central Lincoln PUD only that portion of Grantor's rights that may be necessary to allow Central Lincoln PUD to use the easement area to operate, maintain, and rebuild the Wendson-Florence No. 1 Transmission Line. Except as expressly and otherwise provided herein, the Grantor reserves unto itself all easement rights related to Grantor's use of the property. The apportionment of rights between the Grantor and Grantee does not disturb or extinquish any of the easement rights previously acquired by the Grantor for other transmission facilities over the property described in Exhibit C.

TO HAVE AND TO HOLD the property herein granted unto Central Lincoln PUD and its successors and assigns forever.

MAY 2002
REAL ESTATE FIELD SERVICES

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in the Act of August 20, 1937 (50 Stat. 731, 16 U.S.C. §832), as amended, and regulations and delegations of authority issued pursuant thereto, the provisions of which have been met.

Use of the property conveyed herein must be in conformance with applicable Federal, state, and local regulations restricting use of land in floodplains or wetlands.

Dated this 18 day of January, 2002.

THE UNITED STATES OF AMERICA

By: John R Cowger

John R. Cowger
Manager, Real Property Services
Bonneville Power Administration

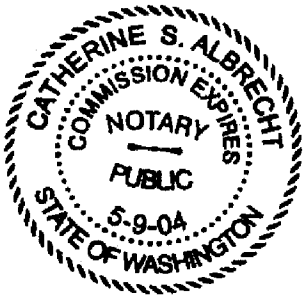
ACKNOWLEDGMENT

State of Washington)
) ss
County of Clark)

On this 18th day of January 20 02, before me personally appeared John R. Cowger,

known to me or proved to me on the basis of satisfactory evidence to be the person or persons who executed the within instrument as the Manager, Real Property Services;

acknowledged to me that he executed the same freely and voluntarily in such capacity; and on oath stated that he was/were authorized to execute said instrument in such official or representative capacity.



Catherine S Albrecht
Notary public in and for the State of Washington
Residing at Gresham, OR
My commission expires 5/9/04

Attached to *Quitclaim and Assignment of Power Line Easements and Electric Facilities*, from the United States of America to Central Lincoln PUD

EXHIBIT A

Attached to and incorporated in *Quitclaim and Assignment of Power Line Easement and Electric Facilities* from the United States of America to Central Lincoln People's Utility District

The land is described as follows:

1) Easements reserved by the United States in *Quitclaim Deed and Bill of Sale* recorded on October 15, 1999, in Reel 2599R under Auditor's File No. 99087320 in the records of Lane County, Oregon.

2) Easements conveyed to the United States for the Florence Tap transmission line by the documents recorded in the records of Lane County, Oregon, as follows:

BPA Tract Number	County Recording Data	Recording Date
FT-Ma-R-1-A-1	Recorder's No. 10389	August 13, 1953
FT-Ma-R-1-AR-1, Parcels 3 & 5	"	"
FT-Ma-R-1-AR-1.1 and -1.2	Recorder's No. 7437110	August 27, 1974
FT-Ma-R-1-A-3	Recorder's No. 10390	August 13, 1953
FT-Ma-R-1-AR-1, Parcels 1 & 4	"	"
FT-Ma-R-1-A-4	Recorder's No. 9402254	January 11, 1994
FT-Ma-R-1-A-5	Recorder's No. 63354 and Recorder's No. 74167	_____, 1955 December __, 1955
FT-Ma-R-2-AR-2, Parcels, 1,2, 3 & 5	(as for FT-Ma-R-1-A-5, above)	(as for FT-Ma-R-1-A-5)
FT-Ma-R-2-AR-2A, Parcel 1	"	"
FT-Ma-R-2-AR-3	"	"
FT-Ma-R-2-AR-4, Parcels 1 & 3	"	"
FT-Ma-R-3-A-6	Recorder's No. 6694	June 24, 1953
FT-Ma-R-2-AR-4, Parcel 2	"	"
FT-Ma-R-3-A-7	Recorder's No. 51681	March 11, 1955
FT-Ma-R-3-A-8	Recorder's No. 10720	August 19, 1953
FT-Ma-R-3-AR-5, Parcel 1	"	"
FT-Ma-R-3-A-9	Recorder's No. 25549	March 19, 1954
FT-Ma-R-3-AR-5, Parcel 2	"	"
FT-Ma-R-3-A-10	Recorder's No. 22118	January 30, 1954
FT-Ma-R-4-A-12	Recorder's No. 10425	August 14, 1953
FT-Ma-R-4-A-13	Recorder's No. 99982	November 27, 1956

3) Right of way identified as BPA Tract No. FT-Ma-R-4-A-11, across Allotment HE-2234, which right of way is more particularly described as follows:

That portion of the NE¼NE¼ and Government Lots 3 and 4 of Section 25, Township 18 South, Range 12 West of the Willamette Meridian, Lane County, Oregon, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Florence Tap transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 266 + 02.7 a point on the north line of Section 25, Township 18 South, Range 12 West, Willamette Meridian, said point being N. 84° 58' 40" W. a distance of 1008.8 feet from the northeast corner of said Section 25; thence S. 75° 48' 30" W. a distance of 2182.8 feet to survey station 287 + 85.5; thence N. 86° 34' 30" W. a distance of 1733.7 feet to survey station 305 + 19.2 a point in Government Lot 1 of said Section 25, said point being S. 11° 40' 50" E. a distance of 800.5 feet from the northwest corner of said Section 25.

4) Easements acquired by the United States of America by condemnation in Civil No. 7194 in the District Court of the United States for the District of Oregon, as more particularly described in Pages 3 through 6 of this Exhibit A.

A perpetual easement for the following purposes, namely: the perpetual right to enter and to construct, maintain, repair, rebuild, operate, and patrol one line of electric power transmission structures with conductor and necessary appurtenances, and the further right to clear the land hereinafter described and to keep the same clear of brush, timber, inflammable structures and fire hazards (provided, however, that the words "fire hazards" shall not include growing crops), and to dispose of such brush, timber and inflammable structures by sale or other means in such a manner as shall not create a fire hazard; subject, however, to the rights of the public in and to all public roads; subject also to the continued use and maintenance of existing pipes and conduits, irrigation and drainage lines, ditches and canals, and public utility lines, to the exercise of existing easements and licenses therefor, and to the exercise of existing mineral rights; over and across the following described land, to-wit:

Tract FT-Ma-R-2

That portion of that part of the NE¼SW¼ of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, Lane County, Oregon, within a parcel of land described as: Beginning at a point at the bottom of a canyon 100 feet north and 350 feet west of the southeast corner of the NE¼SW¼ of said Section 16, running thence northeasterly to a point 200 feet west of the center of said Section 16, thence due north to a point 200 feet west of the northeast corner of the SE¼NW¼ of said Section 16; thence west 1120 feet to the northwest corner of the SE¼NW¼ of said Section 16; thence southeasterly diagonally on a direct line to the place of beginning; which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Bonneville Power Administration Florence Tap transmission line as now located and staked on the ground over, across, upon, and adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 100 + 00.0, a point in Government Lot 2 of said Section 16, which point is also survey station 449 + 09.3 on the survey line of the United States' Bonneville Power Administration Mapleton-Reedsport

(Continued)

transmission line, said point being N. 38° 02' 20" W. a distance of 2625.5 feet from the southeast corner of said Section 16; thence S. 84° 05' 30" W. a distance of 1061.4 feet to survey station 110 + 61.4; thence S. 61° 20' 20" W. a distance of 8497.0 feet to survey station 195 + 58.4; thence S. 58° 12' 50" W. a distance of 5279.7 feet to survey station 228 + 38.1, a point on the North-South quarter section line of Section 19, Township 18 South, Range 11 West, Willamette Meridian, said point being N. 0° 09' 20" W. a distance of 1265.8 feet from the quarter section corner on the south line of said Section 19.

Also, within a strip of land 75 feet in width on each side of and contiguous to said Tract FT-Ma-R-2, the right to fell, limb, or top all trees and snags which are located on lands of the same ownership as said Tract FT-Ma-R-2 and are, at the date of filing the declaration of taking in the above entitled proceeding, of such height and location that they could fall within the limits of said Tract FT-Ma-R-2 and damage the transmission line facilities to be erected thereon, together with the right to sell, burn or otherwise destroy said danger trees; provided, however, that said rights shall only be exercised in such a manner that no fire hazard shall be created.

Tract FT-Ma-R-AR-1, Parcel 2

Also a perpetual easement for the construction, use, maintenance and improvement of a road, together with the right to clear, where necessary, trees, stumps, logs and brush, and to pile and burn the same; to make all cuts and fills necessary to the construction of the roadbed; to construct and install all necessary culverts, bridges, retaining walls, and other appurtenant structures; subject, however, to the continued use and maintenance of existing pipes and conduits, irrigation and drainage lines, ditches and canals, and public utility lines, to the exercise of existing easements and licenses therefor, and to the exercise of existing mineral rights; over and across

That portion of that part of the NE¼SW¼ of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, Lane County, Oregon, within a parcel of land described as: Beginning at a point at the bottom of a canyon, said point being 100 feet north and 350 feet west of the southeast corner of the NE¼SW¼ of said Section 16; running thence northeasterly to a point 200 feet west of the center of said Section 16; thence due north to a point 200 feet west of the northeast corner of the SE¼NW¼ of said Section 16; thence west 1120 feet to the northwest corner of the SE¼NW¼ of said Section 16; thence southeasterly diagonally on a direct line to the point of beginning; which lies within a strip of land 14 feet in width with extra width for cut and fill slopes and for curves at angle points as now surveyed and staked on the ground, the survey line for said road being particularly described as follows:

Beginning at access road survey station 0 + 00 = 118 + 15.3 on the survey line of said Florence Tap transmission

(Continued)

line, being a point which bears N. 38° 02' 20" W. 2625.5 feet, S. 84° 05' 30" W. 1061.4 feet, and S. 61° 20' 20" W. 753.9 feet from the southeast corner of said Section 16; thence S. 89° 08' E. to survey station 4 + 68; thence S. 60° 37' E. to survey station 7 + 62; thence N. 67° 43' E. to survey station 9 + 87; thence S. 64° 24' E. to survey station 10 + 84, a point in the county road in Government Lot 2 of said Section 16, said point being 1488.5 feet north and 2315.7 feet west of the southeast corner of said Section 16.

* * * * *

EXHIBIT B

Attached to and incorporated in
Quitclaim and Assignment of Power Line Easement
and Electric Facilities from the United States of America to
Central Lincoln People's Utility District

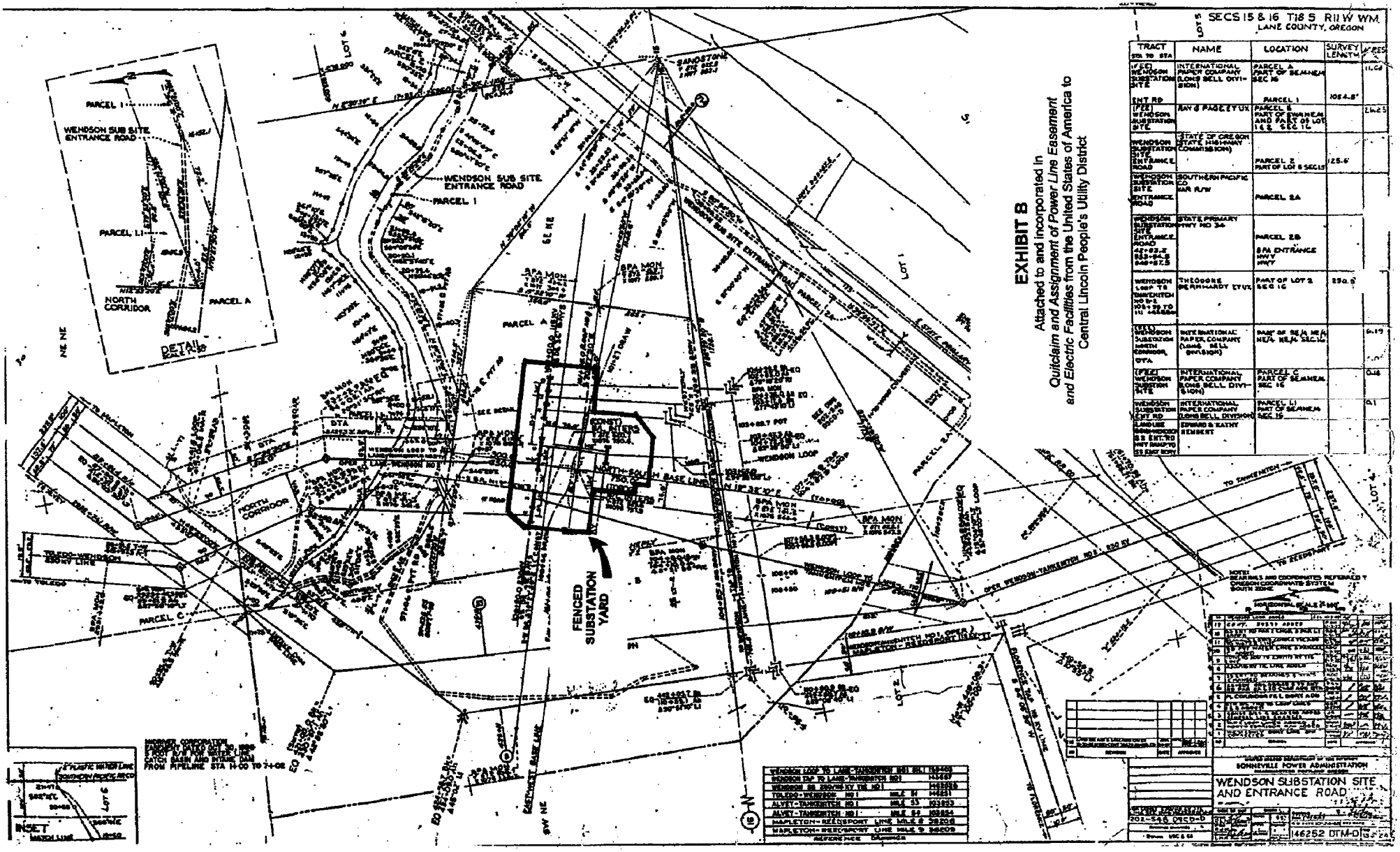


EXHIBIT C

Attached to and incorporated in *Quitclaim and Assignment of Power Line Easement and Electric Facilities* from the United States of America to Central Lincoln People's Utility District

1) Easements conveyed to the United States by the documents recorded in the records of Lane County, Oregon, as follows:

BPA Tract Number	County Recording Data	Recording Date
MA-R-9-A-28	Recorder's No. 81615	December 2, 1948
MA-R-9-A-27XW1 and MA-R-9-27XW2	Recorder's No. 9548846	August 31, 1995

2) Easement acquired by the United States of America by condemnation in Civil No. 4998 in the District Court of the United States for the District of Oregon, which easement is more particularly described as follows:

Tract No-R-27

A perpetual easement and right-of-way for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol one or more electric power transmission lines, including the right to erect wires, cables, and appurtenances necessary thereto; and the further right to clear said right-of-way and to keep the same clear of brush, timber and inflammable structures and fire hazards, and to dispose of such brush, timber and inflammable structures by sale or other means in such a manner as shall not create a fire hazard; subject, however, to the rights of the public in and to all public roads; and subject also to pipes and conduits, minerals and mineral rights, irrigation and drainage lines, ditches and canals thereon and public utility easements, lines and rights-of-way; over and across the following described lands, to-wit:

That portion of the SW¼ NE¼ and Government Lot 2 of Section 16, Township 18 South, Range 11 West of the Willamette Meridian, Lane County, Oregon, described as: Beginning at the northeast corner of said SW¼ NE¼; thence West 570 feet; thence South 1320 feet to a point 570 feet West of the southeast corner of said SW¼ NE¼; thence S. 27° E. to the northerly line of the Southern Pacific Company's right-of-way; thence Northeasterly along said right-of-way line to the east line of said Lot 2; thence North along the east line of said Lot 2 and said SW¼ NE¼ to the point of beginning, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Mapleton-Reedsport transmission line, as now located and staked on the ground over, across, upon, and adjacent to the above described property, said survey line being particularly described as follows:

(Continued)

Beginning at survey station 401 + 04.5 a point on the east line of Section 16, Township 18 South, Range 11 West, Willamette Meridian, said point being S. 2° 30' E. a distance of 187.8 feet from the northeast corner of said Section 16; thence S. 48° 25' W. a distance of 2354.2 feet to survey station 424 + 58.7 Back equals survey station 434 + 09.0 Ahead; thence S. 3° 23' W. a distance of 1550.3 feet to survey station 449 + 59.3; thence S. 7° 32' E. a distance of 1975.7 feet to survey station 469 + 35.0 a point on the south line of said Section 16, said point being N. 87° 36' W. a distance of 1365.1 feet from the southeast corner of said Section 16.

Also the right to fell, limb or top all trees or snags located upon lands of the same ownership as the above described right-of-way within a strip 200 feet in width on each side of and adjacent to said right-of-way over, upon and across the above described Tract No-R-27 which at the date of filing the declaration of taking in the above entitled proceeding are of such height and location that they could fall within the limits of the said right-of-way and damage the transmission line facilities to be erected thereon, together with the right to sell, burn or otherwise destroy said danger trees; provided, however, that said rights shall only be exercised in such a manner that no

* * * * *

Exhibit C

Attached to and incorporated into *Quitclaim and Assignment of Power Line Easement and Electric Facilities*, from the United States of America to Central Lincoln PUD

The PUD
General Office • 2129 North Coast Highway • P.O. Box 1126 • Newport, OR 97365 • (541) 265-3211 • FAX: (541) 265-5208

May 30, 2002

Lynn Scheibner
Bonneville Power Administration
P. O. Box 61409
Vancouver, WA 98666-1409

Re: Wendson-Florence No. 1 Transmission Line

Find enclosed recorded Quitclaim and Assignment of Power Line Easements and Electric Facilities. This was recorded on April 29th. (It was returned to us from Lane County Deeds & Records no less than three times. Several times it was returned for additional filing fees and another time because the document didn't include a "Send Tax Statements To:" provision.)

Sincerely,

Sue Tyler
Executive Secretary

Enclosure

United States Government | Department of Energy
Bonneville Power Administration

DATE: January 23, 2002

REPLY TO ATTN OF: TR-3

SUBJECT: Sale of Wendson-Florence No. 1 Transmission Line to Central Lincoln PUD

Manager, Right-of-Way – TRS-TPP-4

I've attached a copy of the deed, dated January 18, 2002, by which the Bonneville Power Administration sold the Wendson-Florence No. 1 Transmission Line to Central Lincoln PUD. The sale has been noted on plans and profiles for the line. Please change other records, as necessary, to reflect this sale.

Please call me at Ext. 6433 if you have a question.

Rebecca Hallgarth
Realty Specialist
Real Property Services

cc:
Managerial Accounting, DFRM-2
Financial Analyst (G. Grange), DFW-2
Manager, Accounting Operations, DFRO-2
Aircraft Services, TC/Hangar
Transmission Line Maintenance, TFEF/Alvey
Internal Operations Manager (R. Furrer), TF/DOB-1
Manager, Transmission Billing, TMB/MODD
Manager, Transmission Finance (M. Federovich), TMF/MODD
Manager, Munro Dispatch (T. Snodgrass), TOV/Mead
Electrical Engineer (J. Reding), TNLB/TPP-3
Supervisory RCM Specialist (S. Cross), TF/CSB-1
Supervisory Electrical Engineer (E. Peterson), TOC/DITT-2
Budgeting, Scheduling, Estimating (R. Eddy), TOE/PP01-2
Chief Substation Operator III (A. Sundberg), TFEL/North Bend
Substation Operations Specialist (L. Perkins), TOD/AMPN-1
Computer Specialist (A. Hickman), TOON/DITT-2
Network Planning, TOP/PP02-2
Forester, TR/TPP-4
Realty Specialist, TRF/Alvey
Regional Manager, TFE/Alvey
Official File, TR (Case No. 20020013)

RHallgarth:rh:6433 1/18/02 (h:\data\Sales\Wendson-Florence\BPAMemo.doc)

AGREEMENT FOR DISPOSITION
OF
WENDSON-FLORENCE 115 KV LINE
BETWEEN
BONNEVILLE POWER ADMINISTRATION
AND
CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT

THIS AGREEMENT is made and entered into on November 21, 2001, between the UNITED STATES OF AMERICA, acting by and through the Administrator of the Bonneville Power Administration (BPA) and CENTRAL LINCOLN PEOPLES' UTILITY DISTRICT (Central Lincoln).

WHEREAS, BPA owns a 115 kV electric transmission line known as the Wendson-Florence No.1 Transmission Line, which is approximately 4.25 miles in length and is located between BPA's Wendson Substation and Central Lincoln's Florence Substation in Lane County, Oregon; and

WHEREAS, Central Lincoln desires to purchase BPA's interest in the Wendson-Florence No. 1 Transmission Line right of way and transmission facilities and to continue to use such rights and facilities in the operations of a transmission line; and

WHEREAS, BPA desires to sell its ownership in the Wendson-Florence No. 1 Transmission Line, consisting of both easement rights and transmission facilities, and is authorized to do so under and pursuant to the powers and authority contained in applicable provisions of the Act of August 20, 1937, (50 Stat. 733, 16 U.S.C. Section 832a), as amended, and regulations and orders promulgated thereunder;

NOW THEREFORE, it is agreed that:

1. For and in consideration of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), BPA will release and quitclaim to Central Lincoln, subject to the following conditions, all of its right, title, and interest in and to the real property, including fixtures; all other electric transmission facilities, if any; and any third party warrants, licenses and contract rights in the 4.25-mile 115 kV transmission facility known as the Wendson-Florence No. 1 Transmission Line.

2. Central Lincoln agrees to pay $250,000, which is the purchase price for the Wendson-Florence No. 1 Transmission Line. Central Lincoln will remit a check for $250,000 upon executing duplicate originals of this Agreement.

3. BPA shall execute this Agreement and return one fully-executed original to Central Lincoln promptly after receiving the executed Agreement and check for $250,000 from Central Lincoln. Transfer of BPA's interest in the Wendson-Florence No. 1 Transmission Line shall be by quit claim deed. BPA shall sign and deliver the quit claim deed (the Deed) to Central Lincoln within 60 days after executing this agreement.

4. Central Lincoln will record the Deed and provide a copy to BPA within 30 days of recording.

5. Except in the event of negligence by BPA that affects any or all of the transmission facilities of the Wendson-Florence No. 1 Transmission Line, Central Lincoln assumes the cost for all loss or damage to these facilities between the date when this Agreement is executed and the date when the Deed is delivered to Central Lincoln.

6. The electrical change of ownership in BPA's Wendson Substation will be at the dead end structure where the 115 kV line from Florence Substation is terminated. Central Lincoln will own the insulators and attachment hardware that terminates the Wendson-Florence No. 1 Transmission Line, and BPA will own the 115 kV jumpers terminating the line on BPA's substation bus. Those portions of the Wendson-Florence No. 1 Transmission Line from the dead end tower within BPA's Wendson Substation to the first structure outside the substation fence will be maintained by BPA at Central Lincoln's expense.

7. The 115 kV point of delivery will be changed from Florence Substation to Wendson 115 kV substation. The point of metering will remain at Florence Substation and will be adjusted for losses.

8. From the time of BPA's conveyance to Central Lincoln of the Wendson-Florence No. 1 Transmission Line, BPA shall have no right to operate the 115 kV disconnect switches D-12263 and D-08956 at Florence Substation.

9. Central Lincoln agrees that the Wendson-Florence No. 1 Transmission Line facilities sold by BPA are sold on an "AS IS" basis. Central Lincoln has had adequate opportunity to inspect such equipment prior to the time of this Agreement.

10. Central Lincoln, at its expense, will maintain the portion of the line from the first structure outside BPA's Wendson Substation fence to the Florence Substation and will notify BPA when the line needs to be taken out of service for maintenance.

11. BPA, at its expense, will own, operate and maintain the line breaker position at Wendson Substation and will notify Central Lincoln if the line needs to be deenergized.

12. The terms and conditions of this Agreement are binding on all successors or assigns of the parties and will survive the transfer of title to the properties.

The above-described property was assigned for disposal pursuant to authority contained in the said Act of August 20, 1937, (50 Stat. 733, 16 U.S.C. Section 832a), as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have signed this Agreement on the 21st day of November, 2001.

CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT

By: Paul Sano

Title: General Manager

THE UNITED STATES OF AMERICA

By: Rene Ferrera

Acting Manager,

By: Real Property Services

Bonneville Power Administration

ACKNOWLEDGMENT

State of Oregon)
) ss
County of Lincoln)

On this 14th day of November 2001, before me personally appeared Paul Davies, known to me or proved to me on the basis of satisfactory evidence to be the person or persons who executed the within instrument as the General Manager of Central Lincoln PUD;

acknowledged to me that he executed the same freely and voluntarily in such capacity; and on oath stated that he was/~~were~~ authorized to execute said instrument in such official or representative capacity.

Susan M. Tyler
Notary public in and for
the State of Oregon

Residing at Toledo, Oregon

My commission expires 9/13/02

OFFICIAL SEAL
SUSAN M. TYLER
NOTARY PUBLIC-OREGON
COMMISSION NO: 315004
MY COMMISSION EXPIRES SEPT. 13, 2002

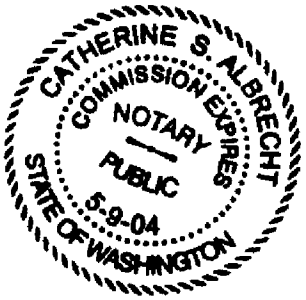
Attached to *Agreement for Disposition of Wendson-Florence 115 kV Line*

ACKNOWLEDGMENT

State of Washington)
) ss
County of Clark)

On this 21st day of November 2001, before me personally appeared Renee Ferrera, known to me or proved to me on the basis of satisfactory evidence to be the person or persons who executed the within instrument as the Acting Mgr., Real Property Services;

acknowledged to me that She executed the same freely and voluntarily in such capacity; and on oath stated that She was/were authorized to execute said instrument in such official or representative capacity.



Catherine S Albrecht
Notary public in and for the State of Washington
Residing at Gresham, OR
My commission expires 5/9/04

Attached to *Agreement for Disposition of Wendson-Florence 115 kV Line*

DOE F 1325.8 e Electronic Form Approved by CGIR - 01/20/95
(8-89)

United States Government **Department of Energy**

Bonneville Power Administration

memorandum

DATE: January 18, 2002

REPLY TO ATTN OF: KEC-4

SUBJECT: Environmental Clearance Memorandum

TO: Rebecca Hallgarth
Realty Specialist – TR-TPP-4

Proposed Action: Transfer of Ownership of the Wendson-Florence No. 1 115-kV Transmission Line to Central Lincoln People's Utility District

Work Order No or Project No: 00004866

Categorical Exclusion Applied (from Subpart D, 10 C.F.R. Part 1021): B1.24. Transfer, lease, disposition or acquisition of interests in uncontaminated permanent or temporary structures, equipment therein, and only land that is necessary for use of the transferred structures and equipment for...industrial uses...where under reasonably foreseeable uses, the environmental impacts would generally be similar to those before the transfer, lease, disposition, or acquisition of interests.

Location: Mapleton, Oregon to Florence, Oregon, in Lane County.

Proposed by: Bonneville Power Administration (BPA) and Central Lincoln People's Utility District

Description of the Proposed Action: BPA proposes to transfer ownership of approximately 4.5 miles of the 115-kV electric transmission line known as Wendson-Florence No. 1 Transmission Line that runs between BPA's Wendson Substation, near Mapleton, OR, and Central Lincoln's Florence Substation in Florence, OR. The transfer would include both the easement rights and transmission facilities. Use would not change. Central Lincoln would continue to use the right-of-way and facilities in the operation of a transmission line.

Wetlands are spanned by the line between structure 5/5 and 5/6, on the west side of the Siuslaw River. Structure 5/6 is located in the floodplain of the river. See attached map. The conveyance document for this proposal will reference the restrictions and protections required in transferring such properties to a non-federal entity.

An evaluation of the facilities and right-of-way determined that no contaminated property or structures are involved in the transfer proposal.

Findings: BPA has determined that the proposed action complies with Section 1021.410 and Appendix B of Subpart D of the Department of Energy (DOE) National Environmental Policy

Act (NEPA) Regulations (57 Fed. Reg. 1512.2, April 24, 1992). The proposed action does not present any extraordinary circumstances that may affect the significance of the environmental effects of the proposal. The proposal is not connected (40 C.F.R. 1508.25 (a)(1)) to other actions with potentially significant impacts, is not related to other proposed actions with cumulatively significant impacts (40 C.F.R. 1508.25 (a)(2)), and is not precluded by 40 C.F.R. 1506.1 or 10 C.F.R. 1021.211. Moreover, the proposed action would not (i) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health; (ii) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities; (iii) disturb hazardous substances, pollutants, contaminants, or Comprehensive Environmental Response, Compensation and Liability Act-excluded petroleum and natural gas products that pre-exist in the environment such that there would be uncontrolled or unpermitted releases; or (iv) adversely affect environmentally sensitive resources.

This proposed action meets the requirements for the categorical exclusion referenced above. We therefore determine that the proposed action may be categorically excluded from further NEPA review and documentation.

Inez S. Graetzer
Environmental Project Manager – KEC-4

Concur:

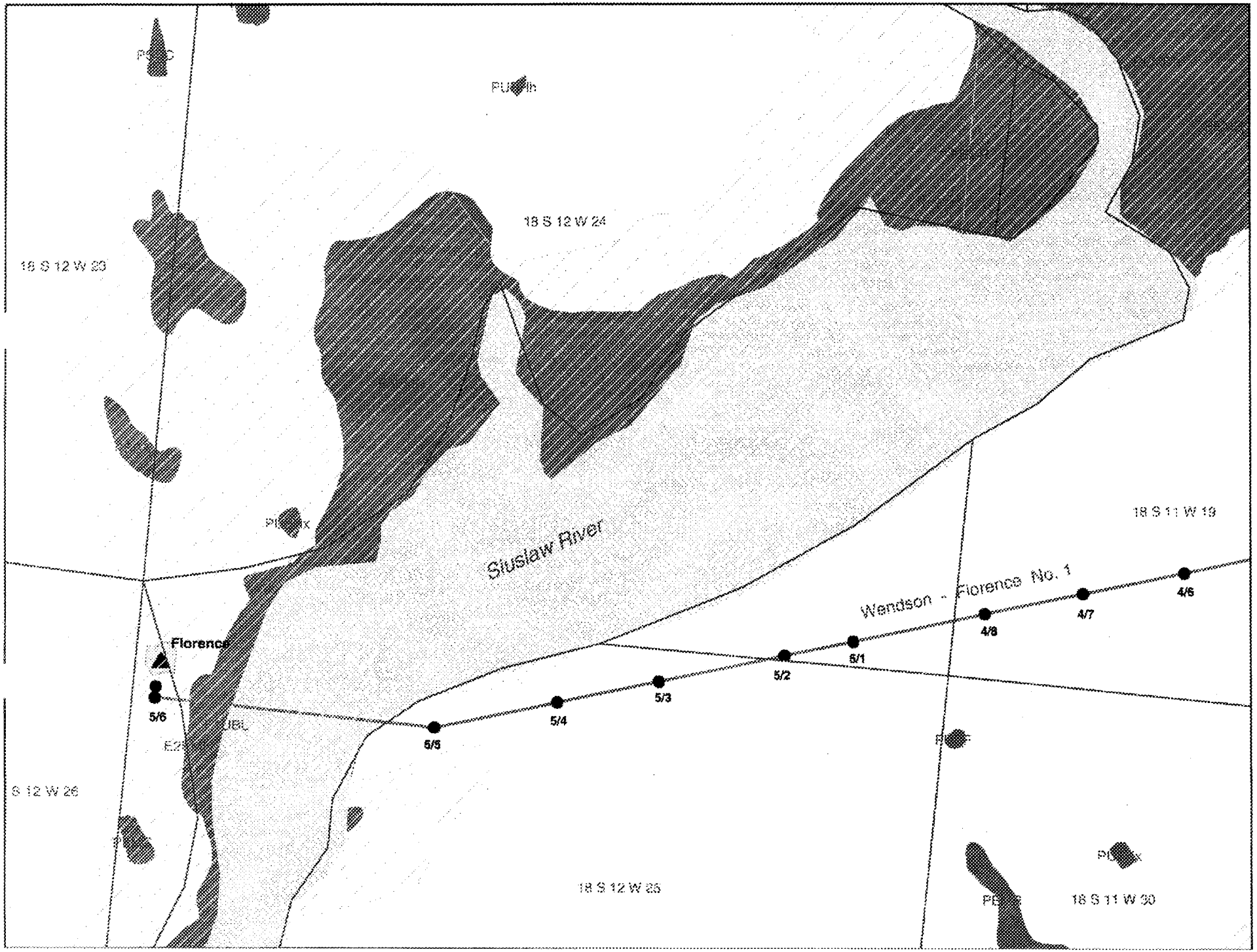
Thomas C. McKinney
NEPA Compliance Officer

DATE: 1/18/2002

Attachment: Map of Wetland/Floodplain

cc: w/o Attachment
J. Trottier - LC-7
I. Graetzer - KEC
A. DeLaCruz - TFE
T. Rodrigues – TM-Ditt2
J. Cowger – TR-TPP-4
Official File - KEC (EQ-15-2)

isg:3876:01/18/02 (W:\KEC\Projects\CXs - EQ-15\CX-Transfer of Wendson-Florence line.doc)


18 S 12 W 23
18 S 12 W 24
18 S 11 W 19
Siuslaw River
Wendson - Florence No. 1
4/6
4/7
4/8
5/1
5/2
5/3
5/4
5/5
5/6
Florence
18 S 12 W 26
18 S 12 W 25
18 S 11 W 30

Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION BUSINESS LINE

January 18, 2002

Paul Davies, General Manager
Central Lincoln People's Utility District
P.O. Box 1126
Newport, OR 97365-0090

Re: Wendson-Florence No. 1 Transmission Line

Dear Mr. Davies:

I'm enclosing the Bonneville Power Administration's deed of the Wendson-Florence No. 1 Transmission Line. I'm also enclosing:

- Page entitled "Notes on Right of Way";
- Map showing areas officially designated as wetlands and floodplain.
- Copies of documents referred to in Exhibits A and C of deed;
- Copies of agreements for use of the right of way by others (2 documents) #
- Original *Construction Data and Stringing Instructions* for Florence Tap to Mapleton-Reedsport Line

We are also sending a set of current plans and profiles of the line today. We're sending these mylars separately in a mailing tube.

Please call me at (360) 619-6433 if I can provide other information.

Sincerely,

Rebecca Hallgarth
Realty Specialist

Enclosures (7)

cc (without enclosures):
Ricky Poon, Bonneville Power Administration
Tony Rodrigues, Bonneville Power Administration

bcc:
Official File, TR # NOTE TO FILE : CASES 19980410 and 19990263.

RHallgarth:rh:6433 1/18/02 (h:\data\sales\Wendson-Florence\Central Lincoln-ltr3.doc)

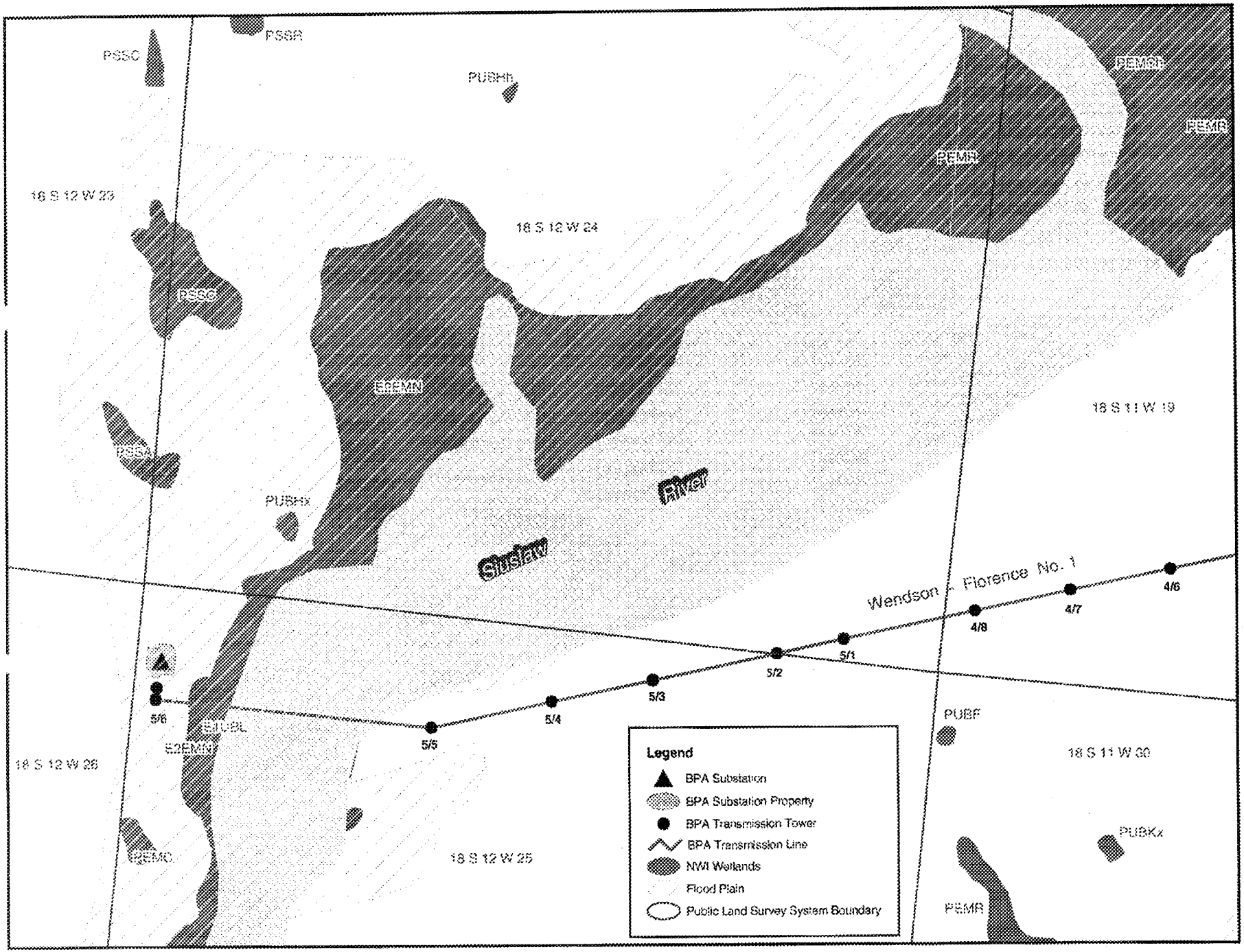
Notes on Right of Way

Wendson-Florence No. 1 Transmission Line

Tracts FT-Ma-R-2-AR-2, Parcels 4, 6, and 7. BPA obtained only permits for use of these segments of the road. Our records do not contain copies of the permits. Parcels 4 and 6 cross property owned by Southern Pacific Railroad at the time when BPA obtained permission to use the land; Parcel 7 crosses land owned by an individual at that time. At least in the case of the railroad property, it is very unlikely that the permit granted to BPA was assignable. The permit for Parcel 7 may or may not have been assignable. It appears that Central Lincoln PUD will need to make arrangements with the present owners for use of these road parcels.

Tract FT-Ma-R-4-A-11. BPA was granted this right of way across Allotment HE-2234 in 1953, under the laws and regulations governing right of way over lands allotted to and held in trust for individual Indians. The regulations in force at the time appeared to limit the duration of rights of way for electric transmission to a maximum of 50 years. An easement with a term of 50 years would expire in 2003.

Wetlands and Floodplains. When the United States conveys real estate, it's required to notify the grantee of any restrictions on use of the property due to wetlands or location within floodplains. The enclosed map shows the areas along the Wendson-Florence No. 1 Transmission Line right of way that have been identified as wetland or floodplain areas.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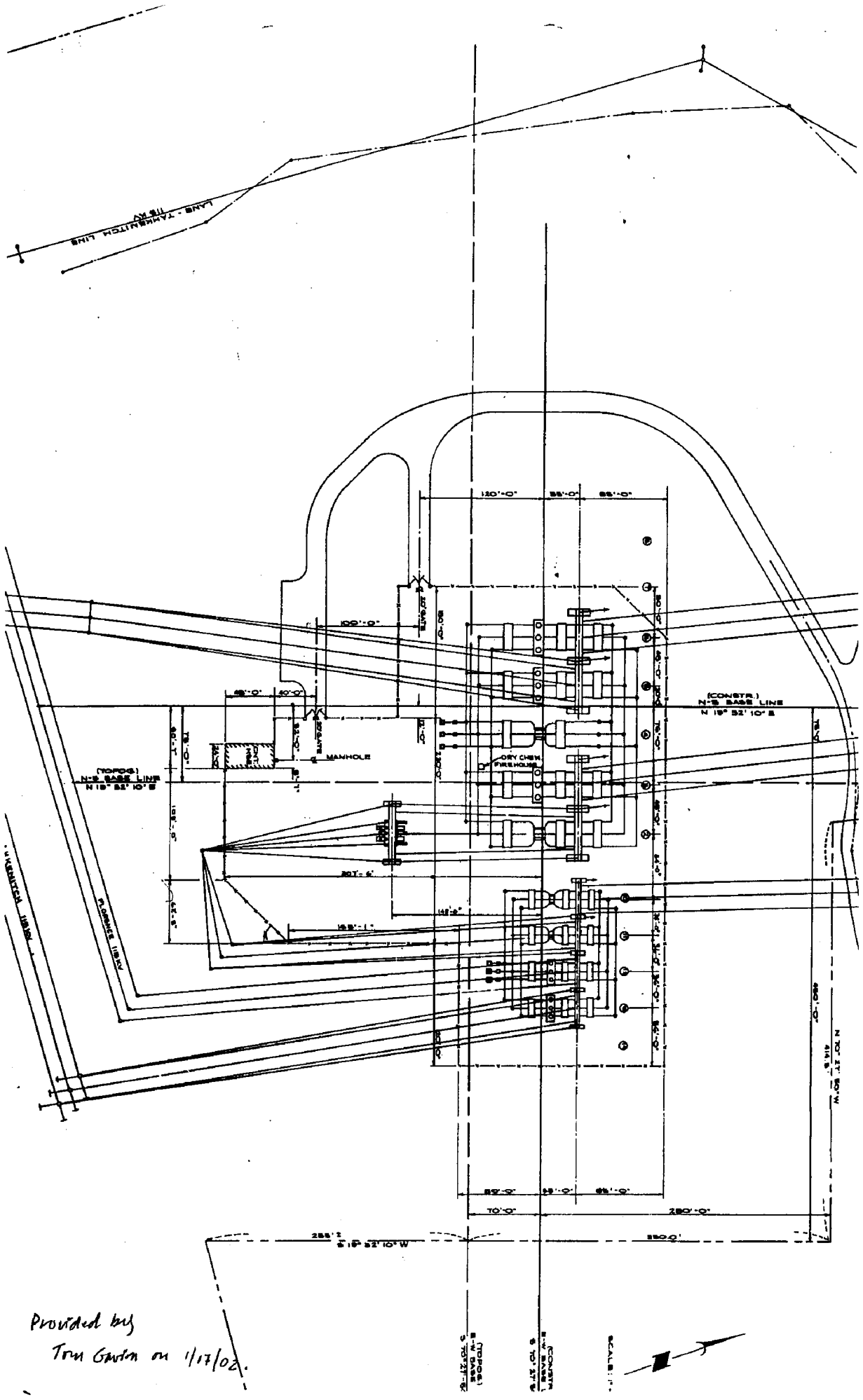
18 S 12 W 23
18 S 12 W 24
PSSC
E2EMN
18 S 11 W 19
PSSA
PUBHx
River
Siuslaw
Wendson - Florence No. 1
4/6
4/7
4/8
5/1
5/2
5/3
5/4
5/5
5/6
E1UBL
E2EMN
PUBF
18 S 12 W 26
18 S 11 W 30
PUBKx
PEMC
18 S 12 W 25
PEMR
Legend
BPA Substation
BPA Substation Property
BPA Transmission Tower
BPA Transmission Line
NWI Wetlands
Flood Plain
Public Land Survey System Boundary



Provided by
Tom Gaston on 1/17/02.

Hallgarth, Rebecca - TR-TPP-4

From: Hallgarth, Rebecca - TR-TPP-4
Sent: Thursday, January 17, 2002 11:10 AM
To: Graetzer, Inez - KEC-4
Subject: RE: wendson-florence map

Thanks for all your work on this. If Tuesday is the soonest we can complete the CX, that's probably O.K. We do have a contract obligation to get the signed deed to Central Lincoln on the same date, which would mean mailing it tomorrow at the latest.

I've included a reference in the deed to compliance with Federal, state, and local laws governing the use of wetlands and floodplains. It doesn't identify specifically what all those laws are.

If you've reviewed the conveyance and feel sure that the CX will be signed, I'd feel O.K. about sending the deed tomorrow, to arrive by the date agreed to. If that's a problem from your point of view, let me know. I'd plan to send the information about location of wetlands and floodplains to Central Lincoln along with other data that will be sent separately from the deed itself. This includes drawings, construction data book, etc.

The work order that I charge to for this is 00000003, which is a general number for disposal of real property. There's no number specific to this particular sale. My only question is whether you, in a different organization, can charge to this TBL work order. You probably know how that works; I don't. I know that when we do real estate work for F&W, we use reimbursable work order numbers, but that type of arrangement may not apply in this case. ???

Thanks again!

Rebecca

-----Original Message-----
From: Graetzer, Inez - KEC-4
Sent: Wednesday, January 16, 2002 8:56 PM
To: Hallgarth, Rebecca - TR-TPP-4
Subject: FW: wendson-florence map
Importance: High

Hello Rebecca!
We have wetlands adjacent to the river, and our pole and substation on that side are in the floodplain...I'll find out if it's a 50 year or 100 year on Friday. Here's the map showing locations of such, so you can identify where they are and how you'd want to describe the locations in the conveyance.

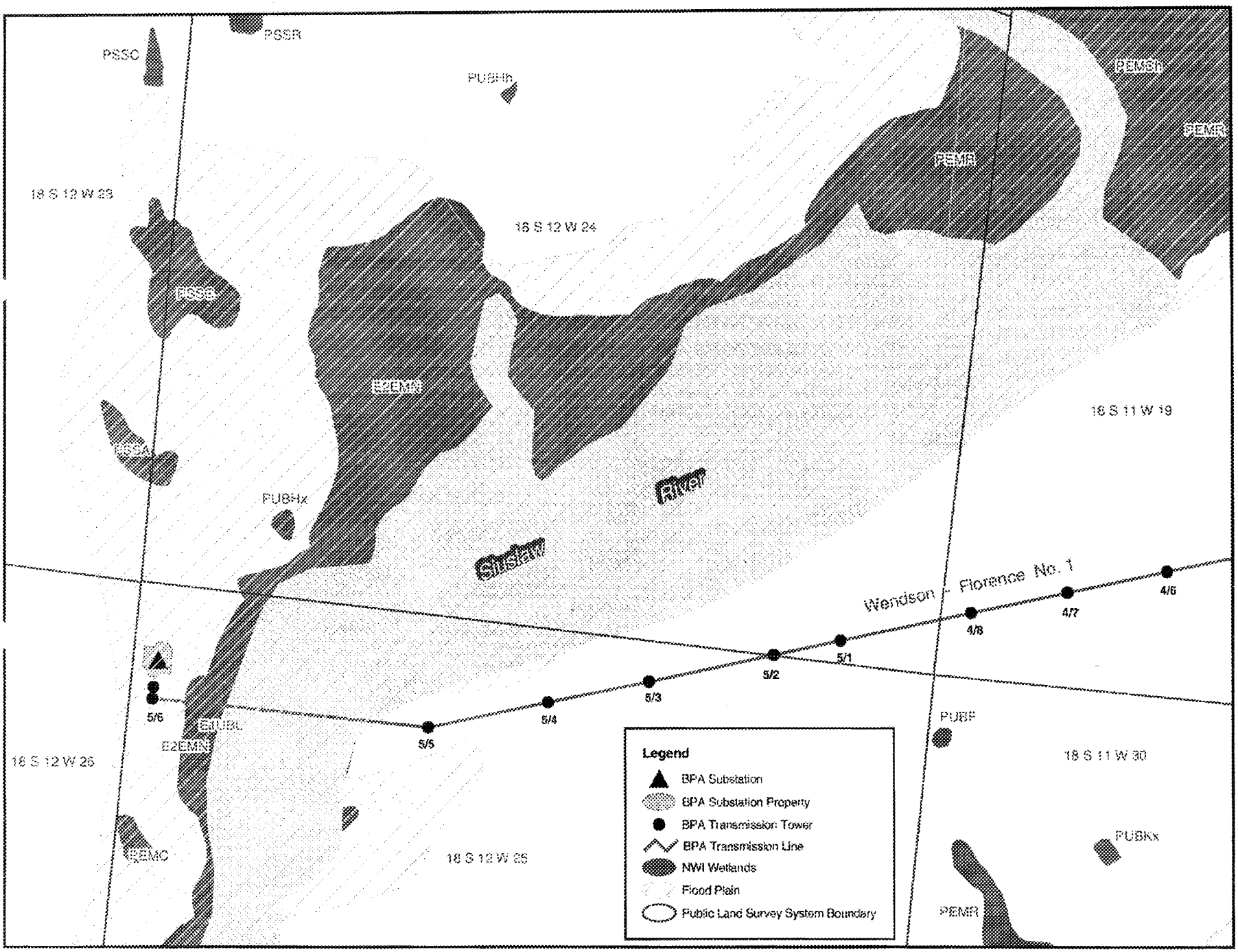
The Environmental Clearance memo (CX) to you will reflect the locations, include the map, and note that the appropriate wording (I'll summarize) appears in the conveyance to protect the resources. Send me the Work Order on this, please. Let me know if you have any questions. I'm out at a mandatory TBL meeting all of tomorrow, and will work on this on Friday or Sat. It has to get signed by our NEPA Compliance Officer, Tom McKinney, too. Is Tuesday okay to receive this??? Monday's a holiday!

Inez

-----Original Message-----
From: Zehntbauer, Nicole R - TIS-PPO1-2
Sent: Wednesday, January 16, 2002 4:47 PM
To: Graetzer, Inez - KEC-4
Subject: wendson-florence map

<< File: wend-florence2.pdf >>

Nicole R. Zehntbauer
GIS Professional
Bonneville Power Administration
P.O. 61409 Mail Stop: TIS-PPO1-2
Vancouver, WA 98666-1409


PSSO
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PSSA
PUBHx
River
Siuslaw
18 S 11 W 19
Wendson - Florence No. 1
4/6
4/7
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5/1
5/2
5/3
5/4
5/5
5/6
B1UBL
B2EMN
PUBF
18 S 12 W 26
18 S 12 W 25
18 S 11 W 30
PEMC
PUBKx
PEMR
Legend
BPA Substation
BPA Substation Property
BPA Transmission Tower
BPA Transmission Line
NWI Wetlands
Flood Plain
Public Land Survey System Boundary

ENVIRONMENT rec'd. on 1/15/02 JH **BPA**

1/11/02

Rebecca —

Here are the pages that contain the reference to language that needs to be in the conveyance for protecting flood-plains + wetlands —

Thanks —

x3786

facilities are to be located in a floodplain, accepted floodproofing and other flood protection measures shall be applied to new construction or rehabilitation. To achieve flood protection, agencies shall, wherever practicable, elevate structures above the base flood level rather than filling in land.

(c) If property used by the general public has suffered flood damage or is located in an identified flood hazard area, the responsible agency shall provide on structures, and other places where appropriate, conspicuous delineation of past and probable flood height in order to enhance public awareness of and knowledge about flood hazards.

(d) When property in floodplains is proposed for lease, easement, right-of-way, or disposal to non-Federal public or private parties, the Federal agency shall (1) reference in the conveyance those uses that are restricted under identified Federal, State or local floodplain regulations; and (2) attach other appropriate restrictions to the uses of properties by the grantee or purchaser and any successors, except where prohibited by law; or (3) withhold such properties from conveyance.

Sec. 4. In addition to any responsibilities under this Order and Sections 202 and 205 of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4106 and 4128), agencies which guarantee, approve, regulate, or insure any financial transaction which is related to an area located in a floodplain shall, prior to completing action on such transaction, inform any private parties participating in the transaction of the hazards of locating structures in the floodplain.

functions, programs and resources to the end that the Nation may attain the widest range of beneficial uses of the environment without degradation and risk to health or safety, each agency, to the extent permitted by law, shall avoid undertaking or providing assistance for new construction located in wetlands unless the head of the agency finds (1) that there is no practicable alternative to such construction, and (2) that the proposed action includes all practicable measures to minimize harm to wetlands which may result from such use, In making this finding the head of the agency may take into account economic, environmental and other pertinent factors.

(b) Each agency shall also provide opportunity for early public review of any plans or proposals for new construction in wetlands, in accordance with Section 2(b) of Executive Order No. 11514, as amended, including the development of procedures to accomplish this objective for Federal actions whose impact is not significant enough to require the preparation of an environmental impact statement under Section 102(2)(C) of the National Environmental Policy Act of 1969, as amended.

Sec. 3. Any requests for new authorizations or appropriations transmitted to the Office of Management and Budget shall indicate, if an action to be proposed will be located in wetlands, whether the proposed action is in accord with this Order.

Sec. 4. When Federally-owned wetlands or portions of wetlands are proposed for lease, easement, right-of-way or disposal to non-Federal public or private parties, the Federal agency shall (a) reference in the conveyance those uses that are restricted under identified Federal, State or local wetlands regulations; and (b) attach

other appropriate restrictions to the uses of properties by the grantee or purchaser and any successor, except where prohibited by law; or (c) withhold such properties from disposal.

Sec. 5. In carrying out the activities described in Section 1 of this Order, each agency shall consider factors relevant to a proposal's effect on the survival and quality of the wetlands. Among these factors are:

(a) public health, safety, and welfare, including water supply, quality, recharge and discharge; pollution; flood and storm hazards; and sediment and erosion;

(b) maintenance of natural systems, including conservation and long term productivity of existing flora and fauna, species and habitat diversity and stability, hydrologic utility, fish, wildlife, timber, and food and fiber resources; and

(c) other uses of wetlands in the public interest, including recreational, scientific, and cultural uses.

Sec. 6. As allowed by law, agencies shall issue or amend their existing procedures in order to comply with this Order. To the extent possible, existing processes, such as those of the Council on Environmental Quality and the Water Resources Council, shall be utilized to fulfill the requirements of this Order.

Sec. 7. As used in this Order:

(a) The term "agency" shall have the same meaning as the term "Executive agency" in Section 105 of Title 5 of the United States Code and shall include the military departments; the directives contained in this Order, however, are meant to apply only to those agencies which perform the activities described in Section 1 which are located in or affecting wetlands.

Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION BUSINESS LINE

November 23, 2001

Paul Davies, General Manager
Central Lincoln People's Utility District
P.O. Box 1126
Newport, OR 97365-0090

Re: Wendson-Florence No. 1 Transmission Line

Dear Mr. Davies:

Thank you for returning signed sale agreements for the Wendson-Florence No. 1 Transmission Line and your check for $250,000, which I received on November 20. ✓

I'm enclosing your copy of the agreement, signed by the Bonneville Power Administration. We'll provide the deed of the property within 60 days, as agreed.

Please call me at (360) 619-6433 if you have a question.

Sincerely,

RH

Rebecca Hallgarth
Realty Specialist

Enclosure

bcc:
Ricky Poon, Bonneville Power Administration
Tony Rodrigues, Bonneville Power Administration
Official File, TR

RHallgarth:rh:6433 11/23/01 (h:\data\sales\Wendson-Florence\Central Lincoln-ltr2.doc)

Department of Energy

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

TRANSMISSION BUSINESS LINE

October 12, 2001

Paul Davies, General Manager
Central Lincoln People's Utility District
P.O. Box 1126
Newport, OR 97365-0090

Re: Wendson-Florence No. 1 Transmission Line

Dear Mr. Davies:

I'm enclosing duplicate original agreements for sale of the Bonneville Power Administration's Wendson-Florence No. 1 Transmission Line to Central Lincoln PUD. If this agreement is acceptable, please have it signed by Central Lincoln and return both signed originals with your check to the following address:

Rebecca Hallgarth
TR-TPP-4
Bonneville Power Administration
8100 NE Parkway Drive, Suite 50
Vancouver, WA 98662-7095

Please call me at (360) 619-6433 if you have a question.

Sincerely,

rh

Rebecca Hallgarth
Realty Specialist

Enclosures (2)

cc:
Ricky Poon, Bonneville Power Administration
Tony Rodrigues, Bonneville Power Administration

bcc:
Official File, TR

RHallgarth:rh:6433 10/12/01 (h:\data\sales\Wendson-Florence\Central Lincoln-ltr1.doc)

From: Hallgarth, Rebecca - TR-3
Sent: Thursday, October 11, 2001 10:53 AM
To: Jones, Robert L - LT-7
Cc: Margeson, Jacilyn R - LC-7
Subject: FW: Wendson-Florence sales agreement.

Note: Phone conversation with Bob Jones on 10/12/01. He wanted to be sure this was consistent with agmt. in power sales contract at To point of delivery — no additional cost to BPA. Ricky Poon confirms, "no problem." rh 10/12/01

Bob, back on September 21, you commented by e-mail that there was one matter related to the Wendson-Florence agreement that you'd like to discuss before the agreement was made final. It hasn't gone out yet, but it has undergone a few changes since your comments. The attached document is the most recent draft of the agreement, except that 1) I did not use the new paragraph added below (I reverted to the agreement to convey within 60 days of execution of the agreement) and 2) Tony Rodrigues requested another addition in an e-mail of Oct. 4. I think I'd modify his language slightly before incorporating it in the agreement. His suggested addition follows. Has your issue been addressed in any way as the document changed? I'd like to have your advice before sending this out, as Tony is anxious for me to do.

Tony's Oct. 4 addition:

Rebecca,

. . .

If possible , please add the following under a new section to delete the BPA need to operate the disconnect switches at Florence substation. We kept these rights when we sold Florence substation.

" After the conveyance of the Deed for the Wendson-Florence 115 kV line, BPA hereby relinquishes the right to operate the 115 kV disconnect switches D-12263 and D-08956 at Florence substation which was purchased Central Lincoln under case No. 980529."

Thanks again
Tony

-----Original Message-----
From: [redacted]
Sent: Tuesday, October 02, 2001 2:58 PM
To: Hallgarth, Rebecca - TR-3; Poon, Ricky B - TOC/Alvey
Cc: Margeson, Jacilyn R - LC-7
Subject: FW: Wendson-Florence sales agreement.

I am OK with all your changes , if you add new section 4 which allows them the use of the line after agreement is executed.

-----Original Message-----
From: Hallgarth, Rebecca - TR-3
Sent: Tuesday, October 02, 2001 2:19 PM
To: Poon, Ricky B - TOC/Alvey; Rodrigues, Tony - TM-Ditt2
Cc: Margeson, Jacilyn R - LC-7
Subject: FW: Wendson-Florence sales agreement.

I forgot to note in the earlier message that Jaci had a suggestion for future agreements. She didn't suggest it for this agreement, because it appeared that you'd already discussed the agreement with Central Lincoln and wouldn't want to make substative changes to the proposal at this point. For the future, she suggests leaving out the exception for negligence by BPA as the starting position for your negotiations.

From: Rodrigues, Tony - TM-Ditt2
Sent: Tuesday, October 02, 2001 2:58 PM
To: Hallgarth, Rebecca - TR-3; Poon, Ricky B - TOC/Alvey
Cc: Margeson, Jacilyn R - LC-7
Subject: FW: Wendson-Florence sales agreement.

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Sent: Tuesday, October 02, 2001 2:19 PM
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Cc: Margeson, Jacilyn R - LC-7
Subject: FW: Wendson-Florence sales agreement.

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-----Original Message-----
From: Hallgarth, Rebecca - TR-3
Sent: Tuesday, October 02, 2001 12:40 PM
To: Rodrigues, Tony - TM-Ditt2; Poon, Ricky B - TOC/Alvey
Cc: Cowger, John R - TR-3; Peterson, Edward A - TOC-DITT2; Margeson, Jacilyn R - LC-7
Subject: RE: Wendson-Florence sales agreement.

Jaci and I talked about this agreement late yesterday afternoon. She did have a suggested change (clarifying the timing of execution and delivery of documents), which I've tried to incorporate in numbered paragraph 2 below, and she also pointed out that #5 could be streamlined a little. She didn't know what Bob Jones wanted to discuss before this agreement was signed. We agreed that it would be good to hear his opinion before making this agreement final, if possible.

Jaci and I talked about the history of this type of agreement and how certain provisions evolved. Based on our conversation, I've made a couple of other minor changes in the document. I think it now does a better job of reflecting what we actually intend to do in this case.

Finally, instead of committing to convey the property within 60 days of delivery of the signed agreement, I wrote that we'd do it as soon as reasonably feasible. If I hear that we can meet the 60-day deadline, we could put that back in, but I don't want to promise something that we may not be able to meet. Our intention would be to work dilingently to complete the deed, but at this point I don't know how much time is needed and whether our office has staff available to complete it within 60 days, given our other workload.

Wendson-Florence-edit 3.doc

3. BPA shall execute this Agreement and return one fully-executed original Agreement to Central Lincoln promptly after receiving the executed agreement and check for $250,000 from Central Lincoln. Transfer of BPA's interest in the Wendson-Florence No. 1 Transmission Line shall be by quit claim deed. BPA shall sign and deliver the the quit claim deed (the Deed) to Central Lincoln as promtly as reasonably possible after executing this agreement.

Tony's addition

4. BPA shall allow the use of this line by Central Lincoln prior to the delivery of the Deed and after the Agreement is executed and payment is made.

5. Central Lincoln will record the Deed and provide a copy to BPA within 30 days of recording.

6. Except in the event of negligence by BPA that affects any or all of the transmission facilities of the Wendson-Florence No. 1 Transmission Line, Central Lincoln assumes the cost for all loss or damage to these facilities between the date when this Agreement is executed and the date when the Deed is delivered to Central Lincoln.

7. The electrical change of ownership in BPA's Wendson Substation will be at the dead end structure where the 115 kV line from Florence Substation is terminated. Central Lincoln will own the insulators and attachment hardware that terminates the Wendson – Florence No. 1 Transmission Line and BPA will own the 115 kV jumpers terminating the line on BPA's substation bus. Those portions of the Wendson-Florence No. 1 Transmission Line from the dead end tower within BPA's Wendson Substation to the first structure outside the substation fence will be maintained by BPA at Central Lincoln's expense.

8. The 115 kV point of delivery will be changed from Florence substation to Wendson 115 kV substation. The point of metering will remain at Florence substation and will be adjusted for losses.

9. Central Lincoln agrees that the Wendson-Florence No. 1 Transmission Line facilities sold by BPA are sold on an "AS IS" basis. Central Lincoln has had adequate opportunity to inspect such equipment prior to the time of this Agreement.

10. Central Lincoln, at its expense, will maintain the portion of the line from the first structure outside BPA's Wendson Substation fence to the Florence substation and will notify BPA when the line needs to be taken out of service for maintenance.

11. BPA, at its expense, will own, operate and maintain the line breaker position at Wendson Substation and will notify Central Lincoln if the line needs to be deenergized.

12. The terms and conditions of this Agreement are binding on all successors or assigns of the parties and will survive the transfer of title to the properties.

The above-described property was assigned for disposal pursuant to authority contained in the said Act of August 20, 1937, (50 Stat. 733, 16 U.S.C. Section 832a), as amended, and applicable orders and regulations promulgated thereunder.

From: Rodrigues, Tony - TM
Sent: Tuesday, August 14, 2001 9:37 PM
To: Radcliff, Madonna - TMF-MODD; Cowger, John R - TR-3; Hallgarth, Rebecca - TR-3; Peterson, Edward A - TOC-DITT2; Furrer, Robin R - TF-DOB1; Leiter, Carol P - KEP-4; Pospisil, John W - TNS-4
Cc: Wolcott, Thomas - TR-3; Poon, Ricky B - TOC/Alvey; Federovitch, Michael - TMF-MODD
Subject: RE: Wendson-Florence Market vs. Book- Info Needed

Mike Federovitch, SAC Lead

It is really amusing to see all these E-mails on the sale of this line and the time it is taking to get an answer. AE's got a responsibility to respond to customer's request in a timley manner.

In fact, I am hoping for a simple statement from SAC on the following two items:
1. Yes, BPA is willing to sell.
2. Yes,SAC suggest selling for book value of $ 261,000, may be give some credit for immediate tree clearing etc. Everyone knows wood pole line will require future cost to replace pole and cross arm replacements.

I have yet to see an analysis from SAC to show the benefits of BPA keeping it. There are no revenue losses as it is 115 kV POD, only long term cost to BPA. If we sell, the POD will be changed from Florence to Wendson and Customer's operating cost will go up due to losses on this line section. SAC is not concerned about such losses if BPA keeps the line.
Our business strategy is to focus on grid, eliminate low voltage and radial lines. SAC seems to be asking lots of data and study from others.
You could easily spend lots of staff time analysing this porject to death.
If we keep the line, it will take time and money to remove encroachments.

There is no market for these lines to argue about market values, only our customers can use it. Customer has option to use their distribution line to string fiber , they do not need this line, there is no market. Additionally, based on BPA's new fiber policy, we would allow customers to string fiber on our line, subject to our terms and conditions.

By the way, I now have a letter from Customer willing to buy for $ 250,000.00.

Anyway, I need a response from SAC by 3.00PM on 8/15 on BPA's willingness to sell and the lowest amount SAC would accept from the customer. I need to get back to the customer COB 8/15.

It is fare to let you know that I have forwarded this E- mail to Mark Maher Chuck Meyer and Ruth Bennet to show what AE's got to go through on matters like this and how it could impact customer satisfaction.I should be working on other pressing issues dealing with new contracts, rates and tariff.

Tony Rodrigues

-----Original Message-----
From: Radcliff, Madonna - TMF-MODD
Sent: Tuesday, August 14, 2001 4:12 PM
To: Cowger, John R - TR-3; Hallgarth, Rebecca - TR-3; Peterson, Edward A - TOC-DITT2; Rodrigues, Tony - TM; Furrer, Robin R - TF-DOB1; Leiter, Carol P - KEP-4
Cc: Wolcott, Thomas - TR-3; Poon, Ricky B - TOC/Alvey; Federovitch, Michael - TMF-MODD
Subject: Wendson-Florence Market vs. Book- Info Needed

From: Radcliff, Madonna - TMF-MODD
Sent: Tuesday, August 14, 2001 4:12 PM
To: Cowger, John R - TR-3; Hallgarth, Rebecca - TR-3; Peterson, Edward A - TOC-DITT2; Rodrigues, Tony - TM; Furrer, Robin R - TF-DOB1; Leiter, Carol P - KEP-4
Cc: Wolcott, Thomas - TR-3; Poon, Ricky B - TOC/Alvey; Federovitch, Michael - TMF-MODD
Subject: Wendson-Florence Market vs. Book- Info Needed

In discussing this with Mike, I agree with John that transmission losses are not a cost savings for TBL since they are not in the 2002 tariff (the customer is responsible) and are also not in the recent 5 year TBL revenue projections as a cost. With this being true it is not valid to discount the sales price due to transmission losses.

To justify deviating from the market price, the SAC needs specific information on the cost detractor that the encroachments are to the market value of the ROW. Basically what will it cost BPA or the customer to clean up the encroachments? At first I thought this was additional work that needed to be done, but in looking at Tom Wolcott's info below it seems that the market value of $150K already reflects the lower value due to encroachments. See where I red-texted Tom's e-mail. John- Could you give the SAC a sense of how much the market value dropped due to these encroachments?

-----Original Message-----
From: Wolcott, Thomas - TR-3
Sent: Friday, July 27, 2001 2:03 PM
To: Rodrigues, Tony - TM
Cc: Carter, Eric H - LT-7
Subject: Florence-Wendson Tap.doc

I inspected the existing Florence-Wendson electrical transmission line corridor on Thursday, July 26, 2001.

The Florence-Wendson Tap line originates at the Lincoln PUD Substation in Florence, Oregon, and transverses in a northeasterly direction and terminates at the BPA Wendson Substation, a total distance of approximately 3.9 miles. Property types in the immediate vicinity of the corridor are rural residential home sites and designated timberland.

The land rights associated with the Florence-Wendson tap line electrical transmission line corridor are designated fixed width (100 feet in width, for total of approximately 47 acres) and there are two major crossings, one over State Route 36 and the other one is over the Siuslaw River.

The first one-half mile outside the Lincoln PUD substation, sandwiched between State Route 36 and the west side of the Siuslaw River crossing, is a single residential house and detached garage that is encroaching into the easement. The middle third of the corridor has been encroached by many small single-family ranchetts and various canisters of unknown content (environmental concern) are littering the right-of-way. These adjoining property owners are also using the BPA access roads located within the corridor for ingress and egress to their home sites. Reconnaissance and removal of danger trees along this entire corridor was accomplished three years ago. Currently there are many trees

projecting into close proximity of the conductor. These encroachments, environmental concerns, and danger trees make the operation and maintenance of the corridor difficult.

The dollar value of the existing corridor is limited due to the presence of the encroachments, environmental concerns, and danger trees, which decreases reliability and increases operation and maintenance of the existing corridor. If money and time was not a consideration, the existing encroachments, environmental concerns, and danger trees could be removed (possible relocations and severance damages for the improved properties).

Based on the above information, I think the existing Florence-Wendson corridor has a present value of approximately $7per lineal foot ($144,144) rounded to $150,000 (5,280 lineal feet x 3.9 miles = 20,592 lineal feet x $7 per lineal foot = $144,144)

Tom Wolcott Date

BPA Staff Appraiser

-----Original Message-----
From: Cowger, John R - TR-3
Sent: Monday, August 06, 2001 1:48 PM
To: Hallgarth, Rebecca - TR-3; Radcliff, Madonna - TMF-MODD; Peterson, Edward A - TOC-DITT2; Rodrigues, Tony - TM
Cc: Wolcott, Thomas - TR-3; Poon, Ricky B - TOC/Alvey
Subject: FW: Wendson-Florence Losses

Dear SAC,
It seems to me that we should be looking at TBL strategic reasons for the sale, rather than looking at losses. Perhaps I'm missing something, but under 'deregulation', it seems to me that losses are not a transmission cost--not included in the transmission tariff, and should not factor into the sale of the facility.
John

-----Original Message-----
From: Rodrigues, Tony - TM
Sent: Thursday, August 02, 2001 6:26 PM
To: Peterson, Edward A - TOC-DITT2; Radcliff, Madonna - TMF-MODD; Hallgarth, Rebecca - TR-3
Cc: Wolcott, Thomas - TR-3; Poon, Ricky B - TOC/Alvey
Subject: FW: Wendson-Florence Losses

SAC,
Upon the sale of the line, customer is also going to be responsible for the transmission losses over the line. Accroding to the calculations below, it will cost them around $21000/yr and it is BPA's savings. Although easement may be worth more, we should give some credit to the customer for BPA's saving's in O&M ($ 10,000/yr)and loses $ 21,000?yr). This customer pays TBL $ 3.2 Million dollars per year just for using our transmission system. There is no loss of revenue with this sale.
I suggest that SAC reconsider all these items and authorize me to sell the line at the suggested price $ 200,000 is a fare price.
Thanks
Tony Rodrigues

-----Original Message-----
From: Poon, Ricky B - TOC/Alvey
Sent: Wednesday, August 01, 2001 6:13 PM
To: Rodrigues, Tony - TM
Subject: Wendson-Florence Losses

Roughly speaking, based on 35 MW peak load and 50% load factor, the annual energy losses on the line is about 420 MWh. At the going rate of $50/MWh, this is worth about $21,000/yr. 266.8 MCM Partridge is a pretty skinny conductor for 115 kV.

<< File: Wend_Flo_Losses.xls >>

From: Hallgarth, Rebecca - TR-3
Sent: Friday, August 03, 2001 5:38 PM
To: Cowger, John R - TR-3; Wolcott, Thomas - TR-3
Subject: FW: Wendson-Florence Losses

Just for your information, John. This is a situation (potential sale of Wendson-Florence 115 kV line to Central Lincoln PUD) where the book value of the facilities is reported as $111,000, and Tom's estimate of fmv of the right of way easements is $150,000, for a total of $261,000. Tony suggests a sale price of $200,000, for the reasons that he outlines below.

When we met yesterday, the Sales and Acquisition Committee recommended getting more information before approving this sale. One item to check on was whether an appraisal of the right of way was warranted to help determine the value of the line. Tom's estimate is well over the book value of $64,150, but that may not be relevant. Tom, refresh my memory: did you tell me that in this case the time and money we'd spend appraising would more than offset any potential increase in the fmv that an appraisal might suggest?

About the rationale below, $21,000 seems like a lot for line losses over a 3.9 mile line, but the attachment didn't help me! $10,000 seemed like a lot for yearly maintenance, too. Someone in the room equated that to one week's time for a 5-man crew.

If this goes ahead, we'll be wanting your signature on the deed, so I want you to know what's up.

-----Original Message-----
From: Rodrigues, Tony - TM
Sent: Thursday, August 02, 2001 6:26 PM
To: Peterson, Edward A - TOC-DITT2; Radcliff, Madonna - TMF-MODD; Hallgarth, Rebecca - TR-3
Cc: Wolcott, Thomas - TR-3; Poon, Ricky B - TOC/Alvey
Subject: FW: Wendson-Florence Losses

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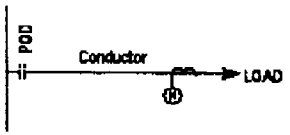
Wend_Flo_Losses.xls

Customer: GENERIC Power Distribution
POD: Timbucktu Substation

Input

Load Data

Load at POM (kW)	35,000
Annual Power Factor (%)	99.00
Annual Load Factor (%)	50.00
Calculated Equivalent Hours (%)	32.87



Conductor Data

Line Name	Ra Ohm/mi	Xa Ohm/mi	Xa' Ohm/mi	GMD (feet)	Length (mi)	Voltage (kV)	Line Charging Credit	Xd Ohm/mi	Xd' Ohm/mi
Wendson-Florence	0.3869	0.4770	0.1037	15.12	4.000	115.0	☑	0.3296	0.0806
Name 2							☑	0.0000	0.0000
Name 3							☑	0.0000	0.0000
Name 4							☑	0.0000	0.0000
Name 5							☑	0.0000	0.0000

Output

Demand Factor	1.004179
Energy Factor	1.002748
Constant Reactive	-209,562
Variable Reactive	0.005728

Load at POM = 35000 + j 4987 = 35354 kVA

Load at POD = 35146 + j 5005 = 35501 kVA

* Shaded cells are required input (Line Name is Optional) See next page for calculations

Calculations

Line Name	Impedance (Ohms) Real	Reactive
Wendson-Florence	1.5476	3.2263
Name 2		
Name 3		
Name 4		
Name 5		

(Line Impedance = [Ra + j(Xa + Xd)] * Miles)

Name	Variable (I^2R) Losses (kW) Real	Variable (I^2X) Losses (kVAR) Reactive	Line Charging (kVAR) Reactive	Total Losses: Variable Loss Minus Line Charging Real	Reactive	Line Loading (kW) Real	(kVAR) Reactive	(kVA) Resultant
Load @ Point of Metering						35,000.00	4,987.23	35,353.5
Wendson-Florence	146.26	304.91	287.07	146.26	17.84	35,146.26	5,005.07	35,500.9
Name 2								
Name 3								
Name 4								
Name 5								
Total (@ POD)	**146.26**	**304.91**	287.07	146.26	17.84	**35146.26**	**5005.07**	35500.85

Calculations Continued

Demand Calculations	Real (kW)	Reactive (kVar)	Resultant (kVA)
Load at POM @ 99 pf	35,000.00	4,987.23	35,353.54
Line Charging (Constant Loss)		-287.07	
Line Losses (Variable Loss)	146.26	304.91	
Total Line Losses	146.26	17.84	
Load at Point of Delivery	**35146**	**5005**	

Demand Factor 1.0042 Load at POD / Load at POM = 35,146 / 35,000

Energy and Reactive Calculations

	Real (kWh)	Reactive (kVarh)
Monthly Load Energy at POM = (35000 + j4987) * LF * 730hrs	12,775,000.00	1,820,338.91
Constant Energy Losses = Line Charging Loss x 730hrs		-209,561.59
Variable Energy Losses = Line Loss x EH x 730hrs	35,100.13	73,172.91
Total (Monthly Energy) Losses	35,100.13	-136,388.68
Energy at POD	**12,810,100**	**1,683,950**

Reactive Adjustments

Constant	-209.562
Variable	0.57278

Constant = Line Charging * 730 = 287.07 * 730

Σ(Variable Reactive Losses)/(Load*LF) = (73172.91) / 12775000

Energy Factor 1.0027 Load Energy at POD / Load at POM = 12,810,100 / 12,775,000

Loss Factor Summary

Demand Factor	**1.0042**
Energy Factor	**1.0027**
Constant Reactive	**-209,562**
Variable Reactive	**0.0057**

Sales & Acq. Committee meeting, 8/2/01

Memo to be written to include at least book value for facilities, fmv of h/w if higher than book.

Medonna to write memo for Mark M.'s signature. Needed by Sept. (early?)

Wendson - Florence

Central Lincoln wants to purchase Wendson - Florence in part to install fiber for operational purposes

3.9 mi. line

We'd deliver to Wendson.

Tony recommends sale price of $200,000. Wants O&M savings considered.

Recommendation - get appraisal, (or determine not necessary) price at least book for equipment, plus fmv for h/w

DOE F 1325.8 e Electronic Form Approved by CGIR - 01/ /8)
(8-89)

United States Government

Department of Energy

Bonneville Power Administration

memorandum

DATE: August 02, 2001

REPLY TO ATTN OF: TOC/DITT2

SUBJECT: Proposed Sale of Bonneville Power Administration Owned Wendson – Florence 115 kV Line to Central Lincoln Peoples Utility District

TO: Sales and Acquisition Committee

Central Lincoln People's Utility District (Central Lincoln) indicated a desire to purchase Bonneville Power Administration's (BPA) Wendson – Florence 115 kV Line. This is a request to the Sales and Acquisition Committee (Committee) to review and approve the sale of the BPA owned 3.9 mile Wendson - Florence 115 kV Line to Central Lincoln.

Central Lincoln's request to purchase the line is associated in part with its desire to own, operate and maintain the radial transmission line connected to BPA's main grid facilities. They also have plans to install optical fiber communication between Wendson and Florence to complete a loop with their potential lease of BPA's optical fiber from the Fairview area to Mapleton for operational purposes.

EXISTING SERVICE ARRANGEMENTS

Central Lincoln owns the Florence Substation. The Wendson - Florence 115 kV line is operated as a radial feed to serve Central Lincoln's loads at Florence Substation. Central Lincoln is the sole customer served by this line.

SALE OF FACILITIES

The following are proposed principles on which the sale would be pursued:

- BPA will sell the entire line including easement rights.
- BPA will continue to own, maintain and operate the 115 kV power circuit breaker and terminal facilities at Wendson Substation.
- The revenue meters will remain at Florence Substation and POD will be changed from Florence 115 kV to Wendson 115 kV with adjustment for the transmsission line losses.
- Central Lincoln will continue to operate the line as a radial feed from Wendson Substation to Florence Substation.

The following are benefits of the sale to BPA:

- BPA will no longer be responsible for operating and maintaining the line. This includes not having to deal with encroachments on the right-of-way.

- BPA will no longer be responsible for capital replacement costs.
- Interest and depreciation costs associated with the investment in the line will be eliminated.
- BPA will not incur any loss of transmission revenues as a result of the sale.
- BPA will not be responsible for any transmission losses on this radial line.

The following are benefits of the sale to Central Lincoln:

- Central Lincoln will be able to string optical fiber on the structures.
- Central Lincoln will have control over further modifications to the line and the utilization of the right-of-way.

Economic Analysis

Book value of line w/o R/W easements	$111,000	
Annual O&M and pole replacement saving	($10,000/year)	
Estimated present value of R/W easements (Book value of R/W easements is $ 64,150)	$150,000	from Tom Wolcott
Lost Revenue	$-0-	

Business Strategy

The sale of this line is consistent with BPA's business strategy of focusing on grid facilities and having customers responsible for delivery and radial (if requested) facilities. Both BPA and Central Lincoln's objectives are met.

Price Offer

My recommendation is for BPA to offer a sales price of $200,000. This exceeds the book value of the line plus the present value of the R/W easement after giving credit for 10-year long-term O&M cost and energy savings.

line losses
(not much $$ in this case, Ed says)

Please expedite the approval process and execution of the Sales agreements and transfer of title as Central Lincoln's communication plans are dependent on the ownership of this line.

Antony T. Rodrigues
Transmission Account Executive
Transmission Marketing and Sales

Eap:jsw:8698:08/02/01(w\toc\employeefolder\sales&acquisitions\pricing\wendson-florence.doc)

Tract No. WEND-SS-PA
Lease No. 020310

REGENERATOR HUT LEASE

The UNITED STATES of AMERICA, through the Bonneville Power Administration, Department of Energy (hereinafter called "Lessor"), does hereby, subject to existing rights, if any, of other parties, leases to Fiber South Consortium (hereinafter called "Lessee"), the following described property (Property). A portion of the SE¼NE¼ of Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, more particularly shown in Attachment A, attached and incorporated herein, subject to following covenants and conditions.

1) Purpose. The Lessee shall use and occupy said Property for the sole and exclusive purpose of operating, repairing, replacing and maintaining a Regenerator Hut and shall be restricted to such use and include the following egresses;
   a) fiber cable buried from Lessee's shelter to vaults in which Lessee splices into Lessor's line cable;
   b) electrical cable from Lessee's shelter to electrical service location;
   c) telephone cable from Lessee's shelter to telephone service location; and
   d) fiber cable buried from Lessee's station to Lessee's customer(s).

   The Lessor shall use the Property for a Regeneration Hut, which is more particularly shown in the "as built" drawings that includes drawings of Lessee's cables on Lessor's property, located thereon.

2) Use of Equipment and Activities at the Site. Lessee shall maintain a distance of fifteen (15) feet between its equipment, including maintenance equipment, and the transmission line conductors. The Lessee shall limit the height of any bushes and shrubs used in landscaping to ten (10) feet. Lessee shall not connect any of its equipment, structures or fences, to the Lessor's fences. The Lessor shall have the right to cut any brush or shrubs of the Lessee that interfere with the Lessor access to and operation and maintenance of its facilities.

3) Other Restrictions on Use of Property. Lessee's use of this Property shall exclude the following unless otherwise agreed to by the Lessor in writing:
   a) Lessee shall not install towers, buildings, or other structures for cellular, PCS, digital, or analog radio communications of any type.
   b) Lessee shall not use the Property to store any waste or materials other than incidental test equipment or spare parts needed to maintain the integrity of the Lessee's fiber optic network. Such test equipment and spare parts shall be stored in the Lessee's building on the Property.
   c) Lessee shall not use the Property for lodging persons.

4) Modifications to the Lease or Property. This Lease may be modified to change the number or location of sites for the Regeneration Hut. Such modification shall be in writing. The parties may agree to add sites or delete sites from coverage of this Lease. If the parties agree to change the number of sites, the Lessor shall change the payment to reflect the different number of sites. Lessee shall provide design plans for approval prior to modification of the Property. Plans will include location of the proposed facility, and shall include measurements from BPA facilities such as substation fences, poles, transmission lines, etc. Also included in design plans shall be an electrical grounding plan for the Lessee facility. Lessee shall mark the as-built location of all buried cables, including fiber, electric, phone, etc. Marking will be such as to insure the location of the buried cable can be readily seen. The Lessee shall provide as-built drawings at a scale and accuracy so they can be readily incorporated into Lessor's records. Lessee may be requested to install additional conduits for future fiber needs to prevent the need to dig new trenches and to keep the underground fiber in designated areas. Lessor retains the unilateral right to require removal of a Regeneration Hut or Huts from any site or sites if in the Lessor's sole determination, the Lessor requires use of the site or sites. Lessor shall notify Lessee of Lessor's required use of the sites one hundred and eighty (180) days prior to removal. If the modifications described in this paragraph reduce the number of sites to zero, this Lease shall be void.

5) Term. This Lease shall become effective upon execution by the Lessor and the Lessee of both the License Agreement and this lease and shall continue so long as the Fiber License remains in effect and the Lessee continues to have Regeneration Huts located on Lessor's property related to the License.

6) Lease Payment. For and in consideration of this Lease, Lessee shall pay to Lessor the sum of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) annually, in advance. The payment under this Lease is in addition to any payments under the License Agreement unless specifically stated herein. The first payment is due upon signature of this Lease by both parties. Checks shall be made payable to Bonneville Power Administration (BPA) and shall be mailed with a remittance copy of the invoice to BPA, File No. 74038, P.O. Box 60000, San Francisco, California 94160-4038. The check shall be marked with Lease No. 020310.

7) Late Payments. Payments not received within five (5) days of the due date will accrue interest at the rate of 18.25 percent per annum from the effective date of the Lease term until payment is received. A $25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed. If the payment is not paid within thirty (30) days after the due date, this Lease shall be subject to termination by the Lessor.

8) Modifications to Property or Regeneration Huts. Lessee shall limit digging at the Property to that necessary for initial construction and subsequent maintenance and repair. Lessee shall make no other alterations or modifications in or to the Property or equipment and buildings located thereon without the prior written consent of Lessor.

9) Posting Requirements. The Lessee shall post on or about the regeneration hut in a visible location that no digging shall be allowed in or around the Property. Such posting shall also state that no equipment or structures shall be connected to the Bonneville Power Administration fences.

10) Condition of Property during the Lease. During the term of the Lease, Lessee shall not use or occupy the Property, or permit the same to be used or occupied, for any purpose which may endanger the safety of personnel at the site or may create a hazardous condition to the Lessor's equipment, including fire or otherwise. Nor shall the Lessee use or occupy the Property in a manner contrary to the provisions of the License Agreement.

11) Termination. Lessor may terminate this Lease for any default or deviation by the Lessee of any provision contained herein or of any provision contained in the License Agreement. Lessee may terminate this Lease if the Property is no longer needed for operating, repairing, replacing and maintaining a Regenerator Hut. Any waiver by Lessor of any default(s) or deviation(s) shall not constitute a waiver of the right to terminate this Lease for any subsequent default or deviation. Termination of this Lease shall not relieve Lessee of any liabilities or responsibilities incurred prior to the date of the termination.

12) Condition of Property upon Expiration or Termination of the Lease. Lessee shall leave the premises at the expiration of this Lease, or any renewal or extension thereof, in as good a condition as prior to this Lease. Also, except for Lessor's right to elect to retain fixtures at the termination of this Lease as provided in the License Agreement, Lessee shall remove all its equipment and building(s), and repair any damage to the Property to a condition satisfactory to Lessor caused by Lessee's equipment, building(s) or removal thereof. Any of Lessee's equipment or building(s) remaining on the Property thirty (30) after the termination date of the Lease become the property of the Lessor and may be disposed of by Lessor, at Lessee's sole expense, in a manner that the Lessor deems appropriate. If Lessee fails to restore the Property to Lessor's satisfaction, Lessor may restore the Property to such condition at the Lessee's expense.

13) Weed Control. Lessee shall eradicate and control any noxious weeds or brush located within the Leased area as required by local, county, state, or federal law, as well as the cutting of all dry grasses, weeds, etc., determined by Lessor or the local fire-control officer to present a

possible fire hazard. Lessee shall not store herbicides on the Property. Misuse or misapplication of herbicides by the Lessee that result in damage to human health or the environment shall be the responsibility of the Lessee. Should Lessee fail to adhere to a weed control program, Lessor, at its option, may authorize the work to be done and the Lessee shall pay for the work authorized. Such work will be authorized only after Lessor gives the Lessee seventy-two hours to perform such work by giving notice of Lessee's failure.

14) Subleasing and Assignment. Lessee is permitted to allow other users of fiber-optic cable installed by Lessor to co-locate on the Property however, Lessee shall not have the right to assign this Lease to others.

15) Utilities and Other Services. This Lease includes the right to occupy the site for utilities and other services necessary to support the Regeneration Hut as long as those services are included in the "as built" drawing. Lessor shall pay for all water, gas, heat, light, power, telephone service and any other services supplied to the premise.

16) Notices and Correspondence. All notices and correspondence required or permitted to be given under this Exhibit shall be in writing and shall be delivered personally, by courier service or express mail service, or by prepaid first class mail, addressed as follows:

If to Lessor	If to Lessee
The Bonneville Power Administration – TRF-TPP-4 Attention: Manager, Real Property Services P.O. Box 61409 Vancouver, WA 98666-1409 (if by courier or express mail) 8100 NE. Parkway Drive, Suite 50 Vancouver, WA 98662-7905	Fiber South Consortium Attn: Milo Meecham 99 E. Broadway Eugene, OR 97401

All correspondence or notices pertaining to this Lease should reference Lease No. 020310. Any notice or document shall be deemed to have been delivered when delivered in person or by courier or express mail service or three (3) business days after it has been deposited in the U.S. Mail, first class postage prepaid, addressed as specified above. Either party may change the address to which notice or documents shall be sent by giving notice of such a change to the other party.

17) Other Provisions:

a) Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warrant, Lessor shall have the right to annul this Lease without liability.

b) Lessee shall pay to the proper authority, when and as the same become due and payable, all assessments and similar charges, which, at any time during the term of this Lease, may be taxed, assessed, or imposed upon or against the Lessee with respect to or upon the Leased premises.

c) Lessee shall not permit or take any action that would encumber title to the Property.

d) Whenever an attorney, agent, or other person or corporation on behalf of the Lessee, executes the Lease the name of Lessee shall appear above the signature of the person signing.

18) Headings. The heading contained in this Exhibit is used for the convenience and reference of the parties and do not limit the scope or intent of the clauses contained herein.

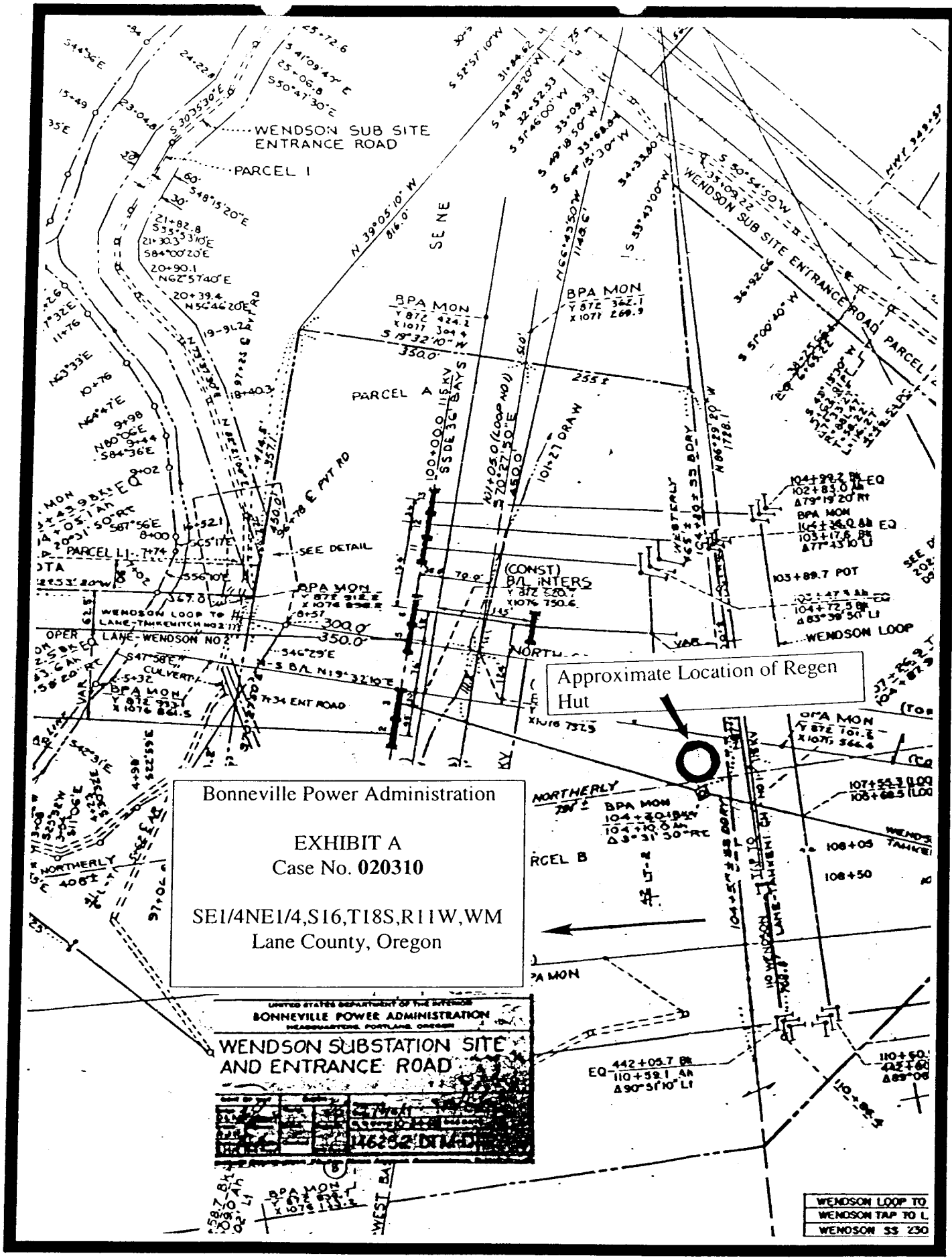
This Lease is hereby accepted and its terms agreed to this 8 day of October, 20 02

UNITED STATES OF AMERICA
Bonneville Power Administration

By: _____

FIBER SOUTH CONSORTIUM

By: Cindy Weeldreyer



Bonneville Power Administration

EXHIBIT A
Case No. **020310**

SE1/4NE1/4,S16,T18S,R11W,WM
Lane County, Oregon

Conditions Related to Construction of Regen Hut at BPA's Wendson Substation

The review of the design for the Fiber South Consortium regenerator site at Wendson Substation has been completed. The designs are approved as submitted by Preferred Connections, Ins., NW. in drawings T-1, C-1, C-3, S-1, E-1, E-2 dated 02/28/02, with the following conditions:

1. Site work will not begin until the environmental review has been approved and Fiber South has received notification that the work may proceed.

2. Once the site has been completed, an as-built map will be furnished to insure the facility may be accurately placed on BPA drawings.

3. All underground fiber will be accurately marked using Omni Marker balls and marker post as noted on attached drawing 26014701. BPA will furnish the marker balls.

4. Fiber South or its contractor is responsible for obtaining any permits, which may be required by local authorities for the construction of its facilities.

5. Fiber south or its contractor is responsible for all underground locates to insure nothing is disturbed during construction. If anything is disturbed, the Chief Operator or TLM foreman will be notified immediately and repairs made.

6. It is BPA's understanding that Central Lincoln PUD will provide electrical service to the regen site. The PUD will insure that this service is isolated from BPA's station service.

7. If phone service is required to the regen site, it must be isolated from the substation.

8. A layer of switchyard rock, 3000 ohm-meter minimum resistivity, a minimum of 3 inches thick is required. Rock shall be extended a minimum of 4 feet outside the fence.

9. BPA may require a safety watcher during construction as determined by the Chief Operator or the TLM Foreman III.

10. One week prior to construction, Fiber South or its contractor shall notify the Chief Operator Jim Domschot at 541-756-5651 and TLM Foreman III Don Kauffman at the same number.

Tract No. WEND-SS-PA
Wendson Substation
Lease No. 020310

Lane Council of Governments
99 East Broadway, Suite 400, Eugene, Oregon 97401-3111 (541) 682-4283 Fax: (541) 682-4099 TTY: (541) 682-4567

Sept 30, 2002

Sue Kinish
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Re: TRF-TPP-4 (Lease 020310)
Tract No. WEND-SS-PA
Wendson Substation

Dear Ms. Kinish:

Enclosed you will find the two partially executed copies of the Regenerator Hut Lease for the Preferred Connections, Inc., NW hut at the Bonneville Power Administration Wendson Substation.

When you have obtained the necessary signatures, please return one copy of the fully executed lease to this office. The invoice for one year's lease of the site is being processed, and a check for the full $1200 will be mailed on or about October 10.

The special terms of the ground lease will be forwarded to Vaughn Rains of PCI,NW, who will be the entity overseeing work at the site.

Thank your for your assistance and patience in this matter.

Sincerely,

Milo Mecham

OCT 2002
REAL ESTATE
FIELD SERVICES

cc: Vaughn Rains

JD

Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

Official File Copy

TRANSMISSION BUSINESS LINE

In reply refer to: TRF-TPP-4 (Lease 020310)
Tract No. WEND-SS-PA
Wendson Substation

Mr. Milo Meecham
Fiber South Consortium
99 E. Broadway
Eugene, OR 97401

Dear Mr. Meecham:

Enclosed are three copies of the Regenerator Hut Lease for the Preferred Connections, Inc., NW. hut at the Bonneville Power Administration (BPA) Wendson Substation site. Also enclosed is an invoice for $1,200 to cover the first year of the lease.

Please sign two copies of the lease and return to this office. We will then sign the lease and return one fully executed lease to your office. The third copy is for your records until you receive the fully executed lease.

Also enclosed are conditions that pertain specifically to the building of the hut. Please ensure that these conditions are passed to the appropriate people working at the site.

If you have any questions or comments, please contact me at 360-619-6459 or by e-mail at kskinish@bpa.gov.

Sincerely,

/s/ SUE KINISH

Sue Kinish
Realty Specialist, Real Estate Field Services

3 Enclosures

cc:
Mr. Vaughn Z. Rains
Preferred Connections, Inc., NW.
P.O. Box E
Lakeside, OR 97449

bcc:
Official File – TR-TPP-4 (Lease No. 020310)

KSKinish:ksk:jd:x6459:6-10-02 (W:\TSR_WG\TSR\CASEFILE\020#CASE\02031002.DOC)

Official File Copy

Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

Official File Copy

TRANSMISSION BUSINESS LINE

April 18, 2002

In reply refer to: TRF-TPP-4

CERTIFIED - RETURN RECEIPT REQUESTED

Preferred Communications, Inc.
202 North Eighth Street
Lakeside, OR 97449

Bonneville Power Administration (BPA) has received both your applications for use of BPA right-of-way and your $250.00 checks. These checks for $250.00 are being returned with this letter. Your requested use of BPA's right-of-way does not fall under the criteria in which a fee is charged for review of your application.

Your application for use of BPA right-of-way is being reviewed by our engineering and maintenance staffs. You will be notified of acceptance or denial of your request after that review is completed.

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TRF-TPP-4) P. O. Box 61409, Vancouver, Washington 98666, or by telephoning Sue Kinish at 360-619-6459.

Sincerely,

Janet M. Dahlheim
Secretary

2 Enclosures

bcc:
Official File - TR-TPP-4 (Case Nos. 20020309, 20020310)

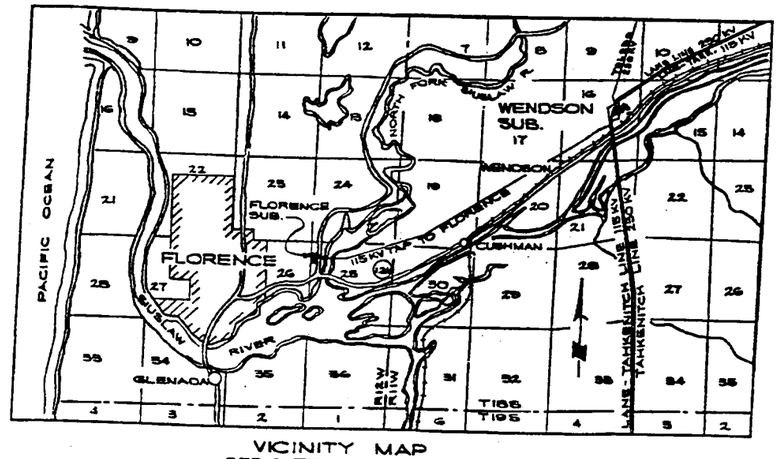
JMDahlheim:jd:6474:4/18/02 (W:\TSR_WG\TSR\CASEFILE\002#CASE\020309_01.DOC)

Official File Copy

PCI NW

Preferred Connections Inc., NW

www.pcinw.com



VICINITY MAP
SEC.16, T18S, R11W, W.M.
LANE COUNTY, OREGON

WENDSON SUBSTATION
FLORENCE, OREGON
SEC. 16, T 18S, R 11W, W.M.
LANE COUNTY, OREGON

INDEX TO DRAWINGS

SHEET	T-1	TITLE SHEET
SHEET	C-1	SITE PLAN / FLOOR PLAN
SHEET	C-2	DETAILS
SHEET	C-3	FENCE CONSTRUCTION DETAILS
SHEET	S-1	FOUNDATION PLAN / DETAILS
SHEET	E-1	GROUNDING PLAN
SHEET	E-2	ELECTRICAL DETAILS

SITE OWNER:

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
PORTLAND, OREGON (HEADQUARTERS)

PROJECT OWNER:

PREFERRED CONNECTIONS, INC. NW
202 NORTH 8TH STREET
LAKESIDE, OREGON 97449

PHONE: 541-759-2647
FAX: 541-759-3214

ARCHITECT:

LON L. SAMUELS, ARCHITECTURE & PLANNING, AIA
960 CENTRAL AVE.
COOS BAY, OREGON 97420

PHONE: 541-269-5555
FAX: 541-269-0762

Lon L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-5555
FAX (541) 269-0762

BPA WENDSON SUBSTATION
FLORENCE, OREGON

PREFERRED CONNECTIONS, INC. NW
202 NORTH 8TH STREET
LAKESIDE, OREGON 97449

PROJECT: 0204
DATE: FEB. 25, 2002

T-1

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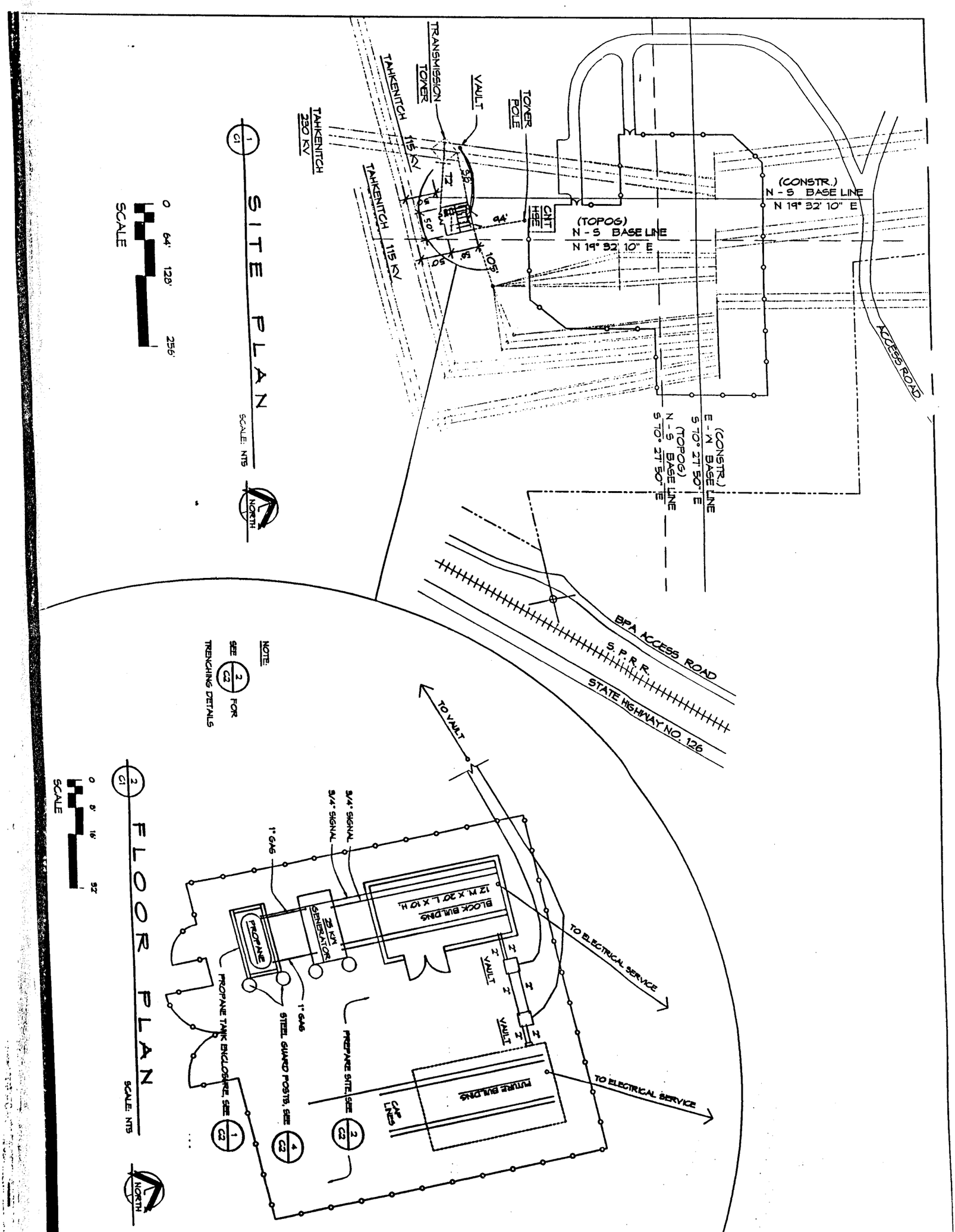

C1

PROJECT: 0204
DATE: FEB. 28, 2002

BPA WENDSON SUBSTATION
FLORENCE, OREGON

PREFERRED CONSTRUCTION, INC. NW
202 NORTH 8th STREET
LAKESIDE, OREGON 97449

Len L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-5555
FAX (541) 269-0762

REGISTERED ARCHITECT · STATE OF OREGON · LEN L. SAMUELS · EXPIRES: 12/31/02

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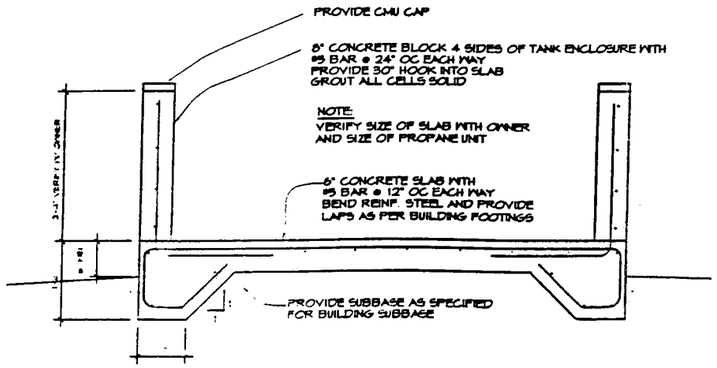

PROPANE SLAB

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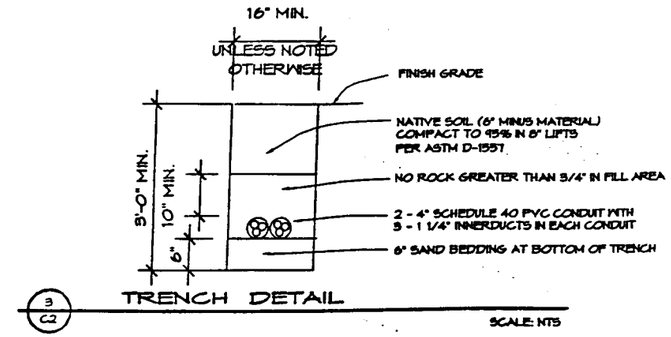

3 / C2 TRENCH DETAIL

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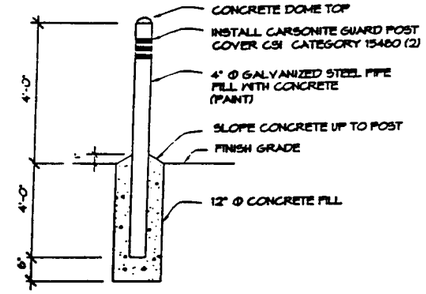
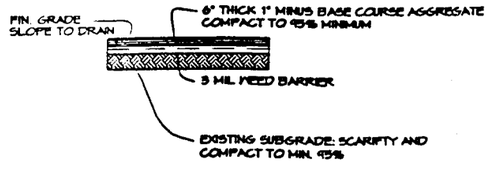


4 / C2 STEEL GUARD DTL.

SCALE: NTS



2 / C2 PREPARED SUBBASE AT BUILDING SITE

SCALE: NTS

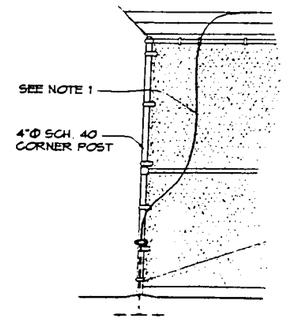
Len L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-8585
FAX (541) 269-0762

BPA WENDSON SUBSTATION
Fflorence, Oregon

PREPARED CONNECTIONS, INC. WA
202 NORTH 6th STREET
LAKESIDE, OREGON 97449

PROJECT: 0204
DATE: FEB. 28, 2002

C-2



1 C3 CORNER POST
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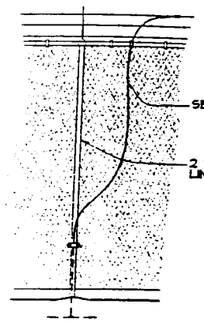

2 C3 LINE POST
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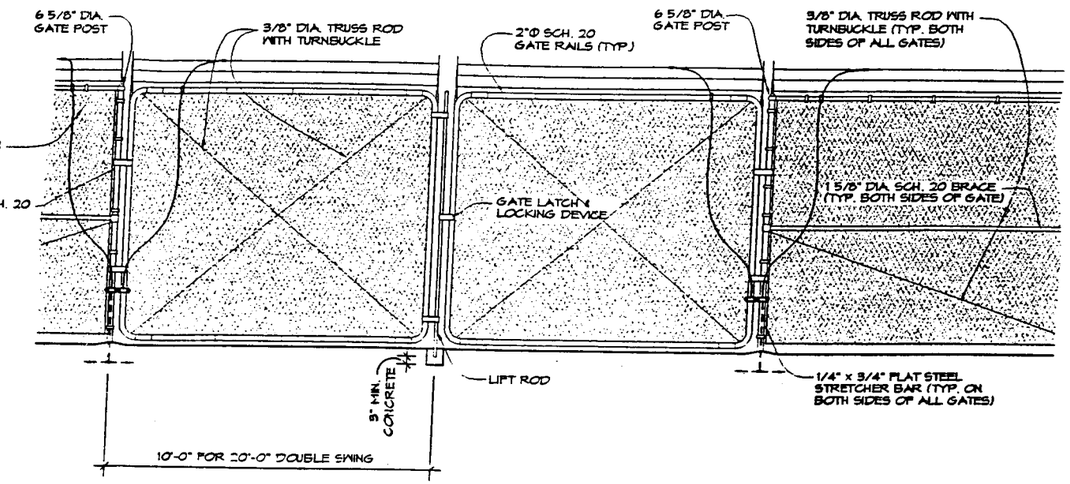

3 C3 TYPICAL DRIVEWAY GATE DETAIL
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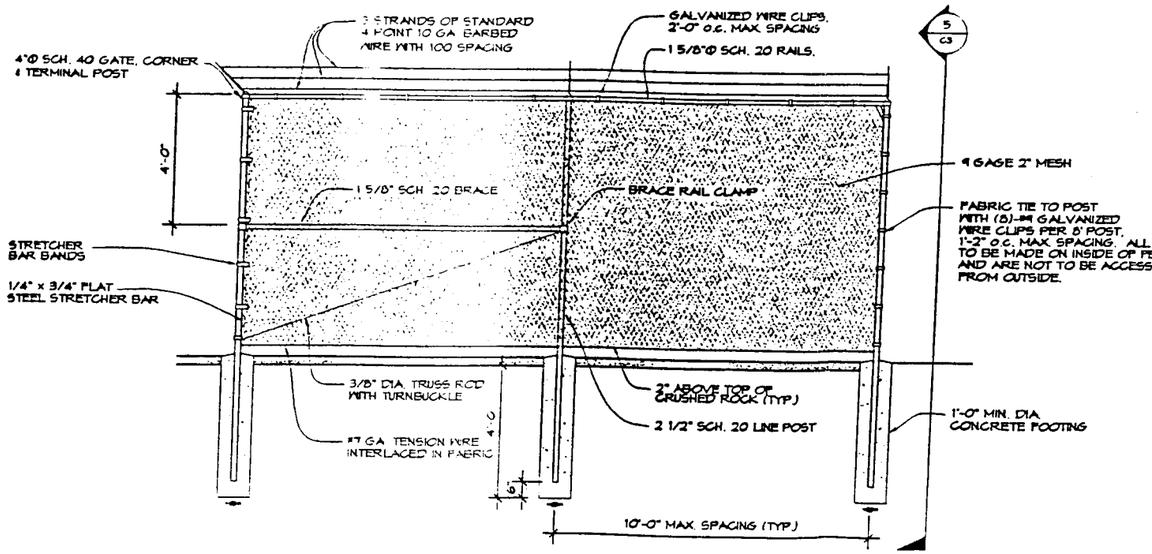

4 C3 TYPICAL CONSTRUCTION DETAIL
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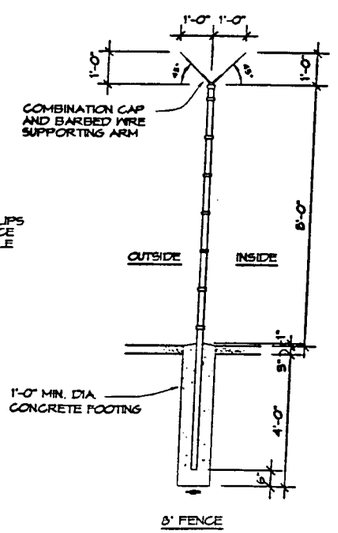

5 C3 SECTION
SCALE: NTS

NOTES:
1. SEE GROUNDING PLAN, DRAWING E1 FOR DETAIL APPLICATION.

Lon L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-5555
FAX (541) 269-0762

BPA WENDSON SUBSTATION
FLORENCE, OREGON

PROJECT: 2204
DATE: FEB. 20, 2002

C-3

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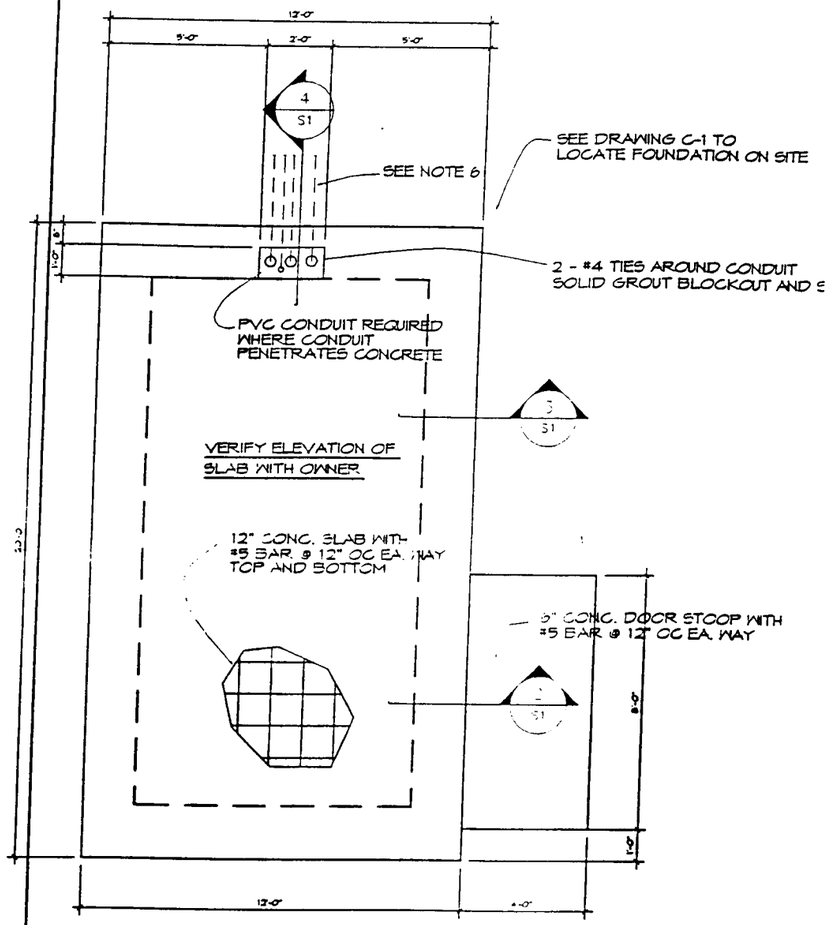
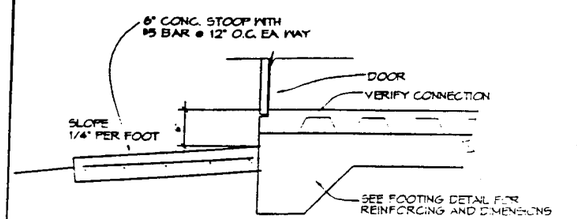


1/S1 FOUNDATION PLAN

SCALE: NTS



2/S1 STOOP DETAIL

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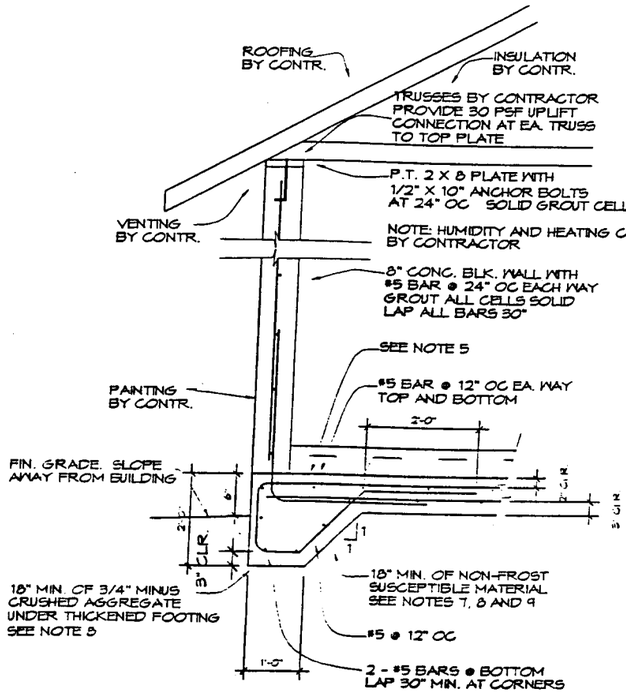
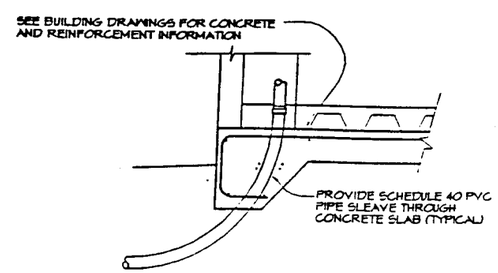


3/S1 FOOTING DETAIL

SCALE: NTS



4/S1 CONDUIT SLEAVE DTL.

SCALE: NTS

NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCEWITH THE PROJECT DRAWINGS AND SPECIFICATIONS.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
3. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60.
4. ALL REINFORCING STEEL SHALL BE DETAILED, FABRICATED AND PLACED PER CONCRETE REINFORCING INSTITUTE AND AMERICAN CONCRETE INCLUDING CONCRETE COVER AND BAR SUPPORTS.
5. TOP OF CONCRETE MUST BE WITHIN 0.02' OF ELEVATION SPECIFIED AND REQUIRED BY OWNER
6. SEE DRAWING C-1 FOR LOCATION OF OTHER UTILITIES. CONDUIT INTO BUILDING TO BE PLACED PRIOR TO PLACEMENT OF CONCRETE, SUBBASE AND EMBEDDED INTO MAT.
7. EXCAVATE EXISTING SOIL FROM BUILDING AREA, EXCAVATE MIN. 18" BELOW BOTTOM OF FOUNDATION AND REPLACE WITH CRUSHED AGGREGATE AS NOTED. CRUSHED AGGREGATE COMPATED TO 95% MODIFIED PROCTOR PER ASTM D-1557 IN 6" MAX. LIFTS.
8. CRUSHED AGGREGATE SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

SIEVE SIZE	% PASSING
1"	100
3/4"	90-100
NO. 4	40-50
NO. 200 SIEVE	9% MAX.

9. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF FROST SUSCEPTIBILITY. A NET ALLOWABLE SOIL BEARING PRESSURE OF 1000 PSF IS USED. IF HIGH WATER TABLE CONDITION EXISTS, CONTRACTOR TO NOTIFY ARCHITECT BEFORE PLACEMENT OF FDN.

REGISTERED ARCHITECT
OREGON
STATE OF
Lon L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-5555
FAX (541) 269-0762

BPA WENDSON SUBSTATION
Fflorence, Oregon

PREPARED CONNECTIONS, INC. for
209 North 6th Street
Lakeside, Oregon 97449

PROJECT: 0204
DATE: Feb. 28, 2002

S-1

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LEGEND

- EXOTHERMIC CONNECTION
- GROUND ROD 5/8" DIA. X 10'-0" LONG
- GROUND ROD 5/8" DIA. X 10'-0" LONG WITH WELL INSPECTION
- GROUNDING CONDUCTOR
- FENCE

NOTES

1. GROUND FENCE CORNER POSTS AND EVERY OTHER FENCE POST WITH #2/0 THHN INSULATED STRANDED COPPER CABLE.
2. INSTALL GROUNDING CONDUCTORS 12" TO 18" DEEP
3. ALL GROUNDING CONDUCTORS TO BE BARE #4/0 COPPER, SOFT DRAWN 7 STRANDED CONDUCTORS
4. ALL CONNECTIONS TO BE EXOTHERMIC CONNECTIONS UNLESS OTHERWISE NOTED
5. CONNECT BUILDING MANUFACTURERS EXTERNAL GROUNDING PIGTAIL TO MAIN GROUND GRID. COORDINATE LOCATION WITH BUILDING MANUFACTURER.
6. GROUND GRID MUST BE INSPECTED BEFORE IT IS COVERED.

1 E1 GROUNDING PLAN

SCALE: NTS

NORTH

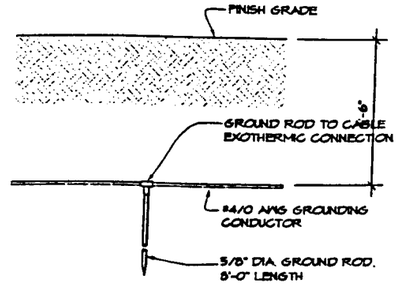
Lon L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-8555
FAX (541) 269-0762

BPA WENDSON SUBSTATION
Fflorence, OREGON

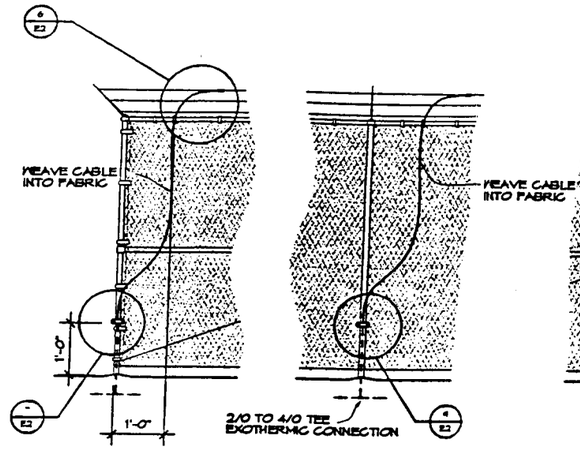
PREFERRED CONNECTIONS, INC. NY
203 NORTH 8th STREET
LAKESIDE, OREGON 97449

PROJECT: 0204
DATE: FEB. 20, 2002

E-1

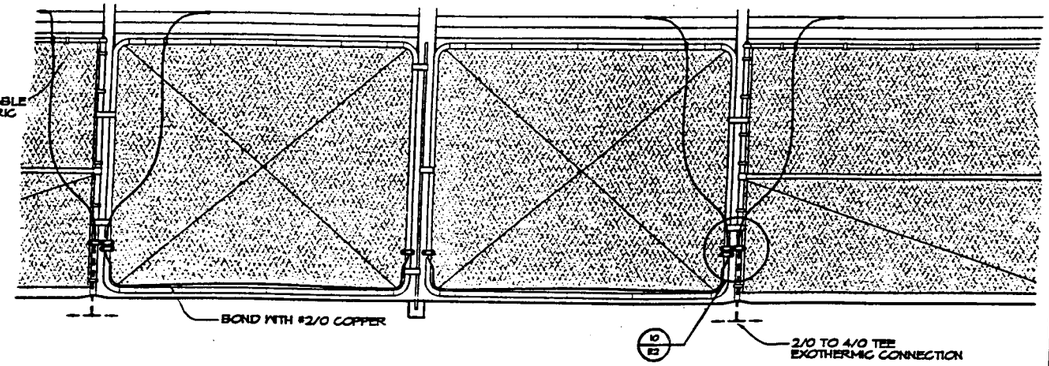


1 E2 DETAIL
SCALE: NTS

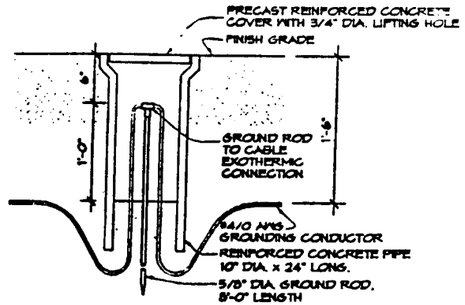


2 E2 CORNER
SCALE: NTS

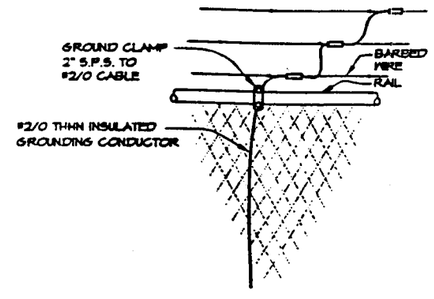
3 E2 LINE POST
SCALE: NTS



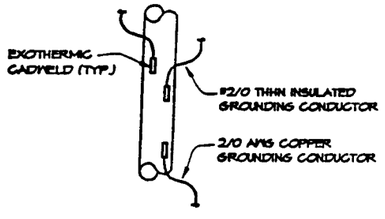
4 E2 TYPICAL DRIVEWAY GATE DETAIL
SCALE: NTS



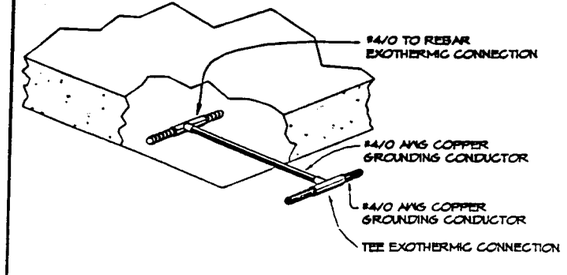
5 E2 DETAIL
SCALE: NTS



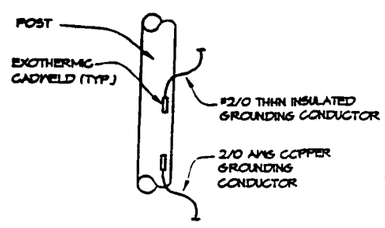
6 E2 DETAIL
SCALE: NTS



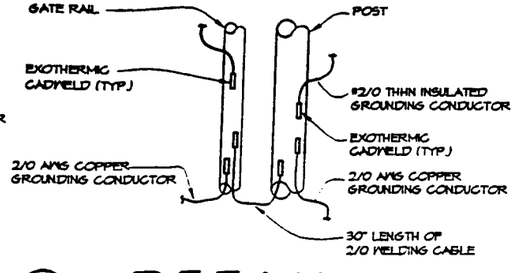
7 E2 DETAIL
SCALE: NTS



8 E2 DETAIL
SCALE: NTS



9 E2 DETAIL
SCALE: NTS



10 E2 DETAIL
SCALE: NTS

NOTES:

1. ALL GROUND CONDUCTOR BENDS CONNECTING FENCE HAVE MINIMUM 2'-0" RADIUS.
2. ENSURE SUFFICIENT CONDUCTOR LENGTH FOR FULL GATE MOVEMENT.

Len L. Samuels, Architecture & Planning, A.I.A.
960 Central Avenue
Coos Bay, Oregon 97420
Phone (541) 269-5555
FAX (541) 269-0762

BPA WENDSON SUBSTATION
FLORENCE, OREGON

PROJECT: 0204
DATE: FEB. 20, 2002

E-2

C:\Architectural Projects\0204 PCI Substation\Sheet E-2.dwg, 03/01/02 03:14:26 PM, HP DesignJet 750C Plus (D_A1).pc3

BONNEVILLE POWER ADMINISTRATION

II OICE

Invoic	LSE-00723
Invoic Date:	June 7, 2002
Page:	1 of 1

Please Remit To:
BONNEVILLE POWER ADMIN
FILE NO. 74038
P.O. BOX 60000
SAN FRANCISCO CA 94160-4038

Customer No:	10699
Payment Terms:	NET 55
Due Date:	August 1, 2002

FIBER SOUTH CONSORTIUM
MILO MEECHAM
99 EAST BROADWAY, SUITE 400
EUGENE OR 97401-3111

AMOUNT DUE: 1,200.00 USD

To ensure that your account is credited properly, please include the invoice number on your check and/or enclose a copy of the invoice with your payment. Thank You.

For billing questions, please call: CHRISTINE KIMBALL
360-619-6454

Duplicate

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	ANNUAL CHARGE	1.00		1,200.00	1,200.00

Subtotal: 1,200.00

AMOUNT DUE: 1,200.00 USD

AMOUNT DUE BONNEVILLE POWER ADMINISTRATION FOR LEASE NO. 020310/WENDSON SUBSTATION SITE FOR THE PERIOD AUGUST 1, 2002, THROUGH JULY 31,2003.

Unpaid balance after the due date will accrue interest at a rate of 1 percent per month, unless otherwise stated in the contract or agreement. You have the right to inspect the records and obtain a review, within BPA, of the determination of this indebtedness. All debts are subject to the Debt Collection Improvement Act of 1996.

For Internal Use

Kinish, Sue - TRF-TPP-4

From: John Wise [jjwise@teleport.com]
Sent: Thursday, May 30, 2002 2:04 PM
To: Sue Kinish
Cc: Aaron Sundberg; Don Kauffman; Branderhorst, Tom B - TFEM; Phil Smith; Tony Pham; Sam Perkins; Jeff Cutter; Patrick Rochelle; Lloyd Fowler; Adelmo De La Cruz; Vaughn Rains; Jim Domschot; Ricky Poon
Subject: Wendson Substation Site Review

The review of the design for the Fiber South Consortium regen site at Wendson Substation has been completed. The designs are approved as submitted by Preferred Connections Inc.(PCI)in drawings T-1, C-1 - C-3, S-1,E-1,E-2, dated 02/28/02, with the following conditions.

$100/month

1. Site work will not begin until the environmental review has been approved and Fiber South has received notification that the work may proceed.

2. Once the site has been completed, a as-built map will be furnished, to insure the facility may be accurately place on BPA drawings.

3. All underground fiber will be accurately marked using Omni Marker balls and marker post as noted on attached drawing #26014701. BPA will furnish the marker balls.

4. Fiber South or its contractor are responsible for obtaining any permits which be required by local authorities for the construction of its facilities.

5. Fiber South or its contractor are responsible for all underground locates to insure nothing is disturbed during construction. If anything is disturbed, the Chief Operator or TLM foreman will be notified immediately and repairs made.

6. It is BPA's understanding that Central Lincoln PUD will provide electrical service to the regen site. The PUD will insure that this service is isolate from BPA's station service.

7. If phone service is required to the regen site, it must be isolated from the substation.

8. A layer of switchyard rock, 3000 ohm-meter minimum resistivity, a minimum of 3 inches thick is required. Extend rock a minimum of four feet outside the fence.

9. BPA may require a safety watcher during construction.

10. One week prior to construction, Fiber South or its contractor will notify the Chief Operator, Jim Domschot at 541-756-5651 and TLM Foreman III, Don Kauffman 541-756-5651.

John Wise
NSRI/BPA
503-883-5339 ext 13

Post-it® Fax Note 7671
To D. Goodwin
Co./Dept. BPA
Phone #
Fax # 541-465-6567
Date 5-31
# of pages 4
From Sue Kinish
Co. BPA
Phone #
Fax #

Kinish, Sue - TRF-TPP-4

From: John Wise [jjwise@teleport.com]
Sent: Monday, April 22, 2002 10:57 AM
To: Kinish, Sue - TRF-TPP-4
Subject: Re: Status of Fiber Projects

Sue,
In regard to your questions.

1. Do the paper work, it's an addition to their pervious fiber permits. As soon as the environmental folks release the site, they would like to start construction.

2. As you know the drawings are going though the review process and comments are not due until May 3.

3. I will send you the release today for the conduit at Lane. The drawing does not give good details of its location but I have been in the field with the folks from PCI and Greg Burbach, and have surveyed it myself.

4. They hope to start construction by May 6, should take four to six weeks to complete the work. I am sending you the release for this site today. Please add the lessee name and phone number to your permit instructions.

"Kinish, Sue - TRF-TPP-4" wrote:
>
> John: I have gone over everything on my desk at the current time in
> preparation for leaving for vacation next week.
>
> 1. I have a request from Franklin PUD for conduit on which we are waiting
> for an environmental review. I'm not clear if this is in addition to a
> previous permit I issued to them or if this is a change in location for the
> permit I issued them in September 2000. Can you clarify? Do you want me
> then to do the paperwork and move this on subject to an approval from the
> environmental folks or to continue holding this one?
>
> 2. I have a request from Preferred Connections Inc., NW for a regen hut at
> Wendson Substation. I am waiting for your go ahead on this project. The
> lease rate for them (this is a public benefits project, right?) would be
> $100 per month payable annually in advance.
>
> 3. I have a request from Preferred Connections Inc., NW for a conduit at
> Lane substation. I have not received a copy of the plans or drawings to
> clarify where the conduit would be. Once I get drawings and okay from you I
> will prepare a Land Use Agreement on fee owned property at no charge.
>
> 4. Request from NoaNet for a regen site at Parkdale Substation. Waiting
> for clarification from Curt Hickman on terms of ag lease. I will then add
> an additional site to the NoaNet lease by issuing an amendment to case
> 20000237. Any idea on when the regen hut will be built, i.e., when should I
> start charging them for the additional site?
>
> I think that is all I have for now. I just wanted to get it down in print
> so I can keep track of everything.

Larry Stadler TOP-PP02-2
Sam Perkins
Aaron Sunberg TFEL/ North Bend
Don Kauffman TFEP/North Bend
Sue Kinish TRF-TPP4
Tom Branderhorst TFEM/North Bend
Tony Pham
Jeff Cutter TOP/DITT2
George Birchman TFEB/Alvey

BPA is leasing public purpose fiber on the Lane-Fairview fiber system, to Fiber South Consortium,. Fiber South would like to locate a regeneration site at Wendson Substation. They would lease a 50X50-foot site from BPA for the construction of their facility. A prelimary review of the site has been conducted and a design plan has been submitted for BPA's review. Please review the enclosed drawing and markup any comments you have in red and return to me no later than May 3, 2002.

Please return comments to:

John Wise
NSRI/BPA
CPP PWP3-2
360-883-5339 ext. 13

BPA F 4300.03e
(11-98)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

Electronic Form Approved
by CGIR 11/04/98

APPLICATION FOR PROPOSED USE OF BPA RIGHT - OF - WAY

DATE 4-12-02

FOR DEVELOPMENTS OR SUBDIVISIONS, PLEASE ENCLOSE A $250 NON-REFUNDABLE APPLICATION FEE. APPLICATIONS WILL NOT BE PROCESSED WITHOUT THIS FEE.

FOR LONGITUDINAL OCCUPANCIES THAT REQUIRE USE OF MULTIPLE MILES OF BPA RIGHT-OF-WAY, PLEASE ENCLOSE A $2,500 NONREFUNDABLE APPLICATION FEE.

APPLICANT	OWNER
1. NAME: PREFERRED CONNECTIONS INC. NW	4. NAME:
2. ADDRESS: P.O. BOX E, LAKESIDE, OR 97449	5. ADDRESS:
3. TELEPHONE NO.: 541-759-2647	6. TELEPHONE NO.:

7. LOCATION OF PROPERTY
(PROVIDE A COUNTY ASSESSOR'S MAP SHOWING THE OWNER'S BOUNDARY LINES AND THE LOCATION OF USE.)

WENDSON SUB STATION, OREGON

QUARTER SECTION(S)	SECTION(S)	TOWNSHIP	RANGE	COUNTY	STATE

8. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED *(Include a map, plan or sketch if appropriate.)*

☐ **Driveway / Roadway Width** ☐ **Pipelines** ☐ **Electric Service Line**

Width	Type:	☐ Gas	☐ Sewer	☐ Water	Voltage
Material *(If Grading, attach plan)*	Diameter				Underground
	Material				Overhead
	Buried Depth				*(If overhead, complete back page.)*

Other: BUILD FIBER REGEN SITE 50' X 50' PLANS PROVIDED TO JOHN WISE

IF APPLICABLE, ATTACH NAME, COMPANY ADDRESS, AND A CONTACT PERSON FOR ALL UTILITIES INVOLVED IN PROJECT.

9. RIGHT-OF-WAY Draw in space provided below the proposed use. (Identify structures and show distances and angles, if appropriate indicate North Arrow.) If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.

BPA STRUCTURE IDENTIFICATION _____ BPA STRUCTURE IDENTIFICATION

10. APPLICANT NAME	11. APPLICANT SIGNATURE	12. APPLICANT TITLE
VAUGHN Z. RAINS		CEO

INSTRUCTIONS

4-6. Complete only if the applicant is not the owner.

7. Legal description of the property. *(This information is on your title, insurance policy, courthouse deed, or your tax statement.)*

8. Check all boxes that apply and complete the information following the box.

9. Diamonds on the line represent towers or poles on the right-of-way. Indicate which direction is "North" in relation to the right-of-way. Since right-of-way widths vary, and conductors *(wires)* are not always located in the center of the right-of-way, you may have to contact the closest Regional Office for help.
Copy the series of letters and numbers from the lower half of each tower or pole *(i.e., MCNY HORS 1-13-1)* and enter in "BPA Structure Identification" block.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PREFERRED COMMUNICATIONS INC
202 NORTH EIGHTH STREET
LAKESIDE OR 97449

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

PO Box E

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label) 7000 1670 0008 7753 5253

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

Case NOS. 20020309/20020310 KSK

Att.
JD

APR 2002
REAL ESTATE
FIELD SERVICES

Department of Energy
Bonneville Power Administration
PO Box 61409
Vancouver, WA 98666

MAR 1 3 2006

TRACT Nos.: WEND-SS-PB

LIS CASE No.: 030066

20030066

To: Manager, Real Property Services - TR/TPP4

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).
- ☐ Partial Disposal has been completed.
- ☐ Easement rights have been granted.
- ☐ No Rights Issued.
- ☐ No Permit required as crossing is to be located within a public or county roadway.
- ☐ NO MAPPING NECESSARY.
- ☒ MAPPING NECESSARY - Send to TR/TPP4.
- ☐ Cancellation.
- ☒ Land Use Agreement/Permit.
- ☐ Other.

Note:

Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

Official File Copy

TRANSMISSION BUSINESS LINE

December 2, 2002

In reply refer to: TRFS-TPP-4
Case No. 030066
Tract No. WEND-SS-PB (FEE)
LINE: Wendson Substation

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Ron Beck
Central Lincoln PUD
2129 North Coast Highway
Newport, OR 97365

LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to your use of BPA's fee-owned property for construction/installation, use, and maintenance of fiber optic cable.

The location of your use is partially within Section 16, Township 18 South, Range 11 West, Willamette Meridian, Lane County, State of Oregon, as shown approximately on the attached segment of BPA Drawing No. 146252, marked Exhibit A.

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.

BPA'S AGREEMENT IS CONTINGENT ON THE FOLLOWING CONDITIONS:

1. Install cable in the location staked in the field and approved by TLM Foreman Todd Cupp.

Official File Copy

2. Notify the following BPA personnel one week prior to any construction.

   Todd Cupp, TLM Foreman III, 541-756-5651
   Jim Domschot, Substation Operator, 541-756-5651

3. Central Lincoln PUD shall be responsible for locating all underground utilities prior to digging. If any damage is done to BPA facilities, they shall be repaired as directed by BPA.

4. Use no metallic material in the cable and no trace wire shall be used to mark the cable location. The cable shall be marked with BPA furnished Omni Marker Balls as per attached drawing 26014701.

5. Bury underground cable a minimum of 42 inches and design it to withstand an HS-20 type loading from BPA's heavy maintenance vehicles.

6. BPA access roads shall be returned to their original condition following construction.

7. The entry of the conduit into the BPA customer vault shall be grouted and sealed.

8. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.

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. 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.

11. 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.

Official File Copy

12. 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 notify BPA in a timely manner 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. Violation of such requirements by you shall make this agreement voidable at the election of BPA.

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 BPA's fee-owned property has been determined not to be a hazard to, nor an interference with BPA's present use of this right-of-way 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 BPA's access, 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 BPA's fee-owned 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 your use 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.

Official File Copy

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TRFS-TPP-4), P.O. Box 61409, Vancouver, Washington 98666, or by telephoning me at 360-619-6459.

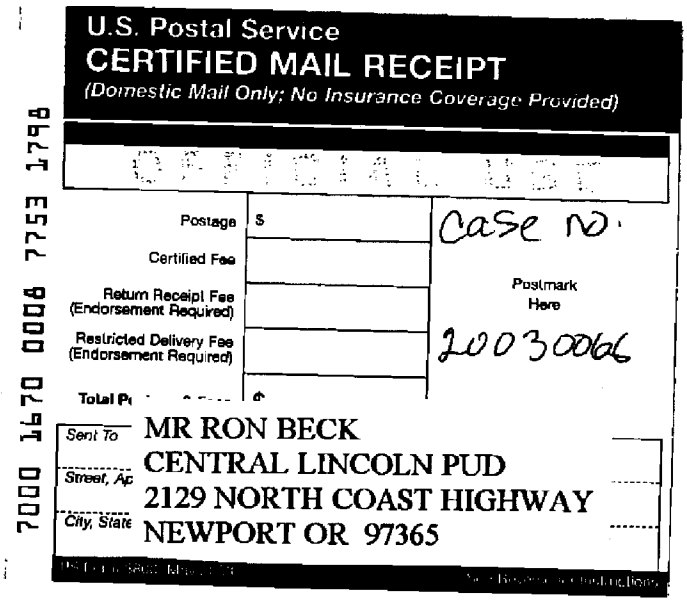
THIS AGREEMENT IS HEREBY AUTHORIZED

Janet Dahlheim

for Sue Kinish
Realty Specialist

bcc:
Helicopter Patrol – TC/Hangar
J. Domschot – TFEL/North Bend
T. Cupp - TFEP/North Bend
Official File - TR-TPP-4 (Case No. 030066)

KSKinish:ksk:jd:6744:12-2-02 (W:\TRS_WG\TSR\CASEFILE\003#CASE\03006601.DOC)


U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total P

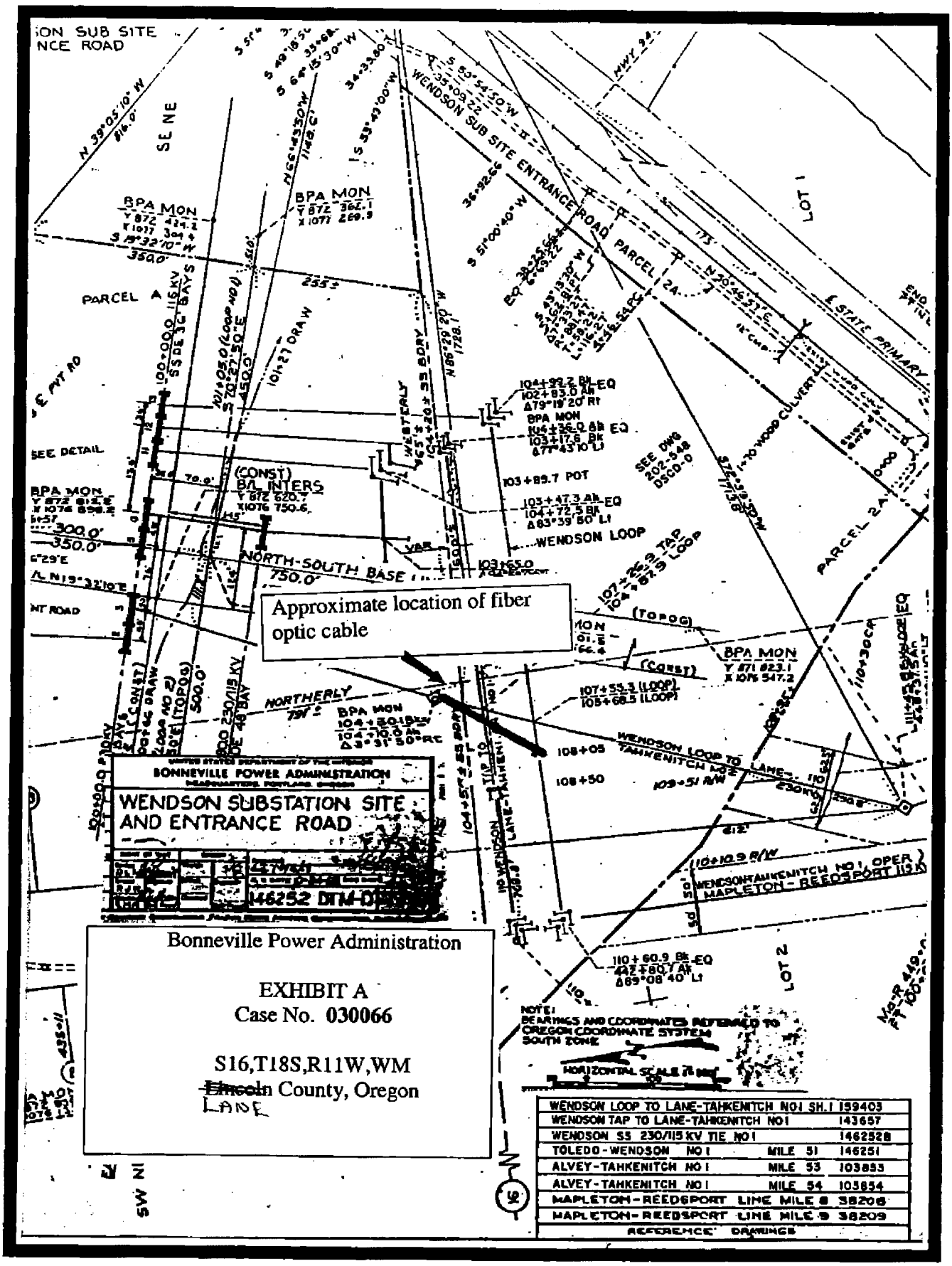
Case No.
Postmark Here
20030066

7000 1670 0008 7753 1798

Sent To MR RON BECK
Street, Ap CENTRAL LINCOLN PUD
City, State 2129 NORTH COAST HIGHWAY
NEWPORT OR 97365

Case No. 030066
Tract No. WEND-SS-PB (FEE)

Official File Copy



Bonneville Power Administration

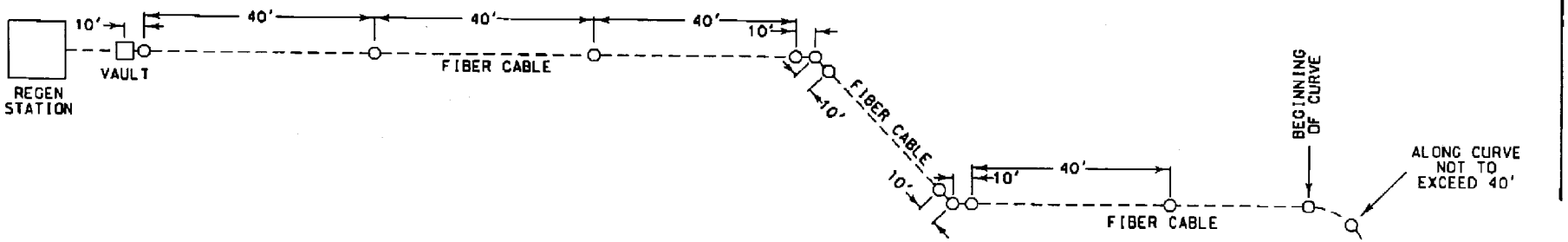
EXHIBIT A

Case No. **030066**

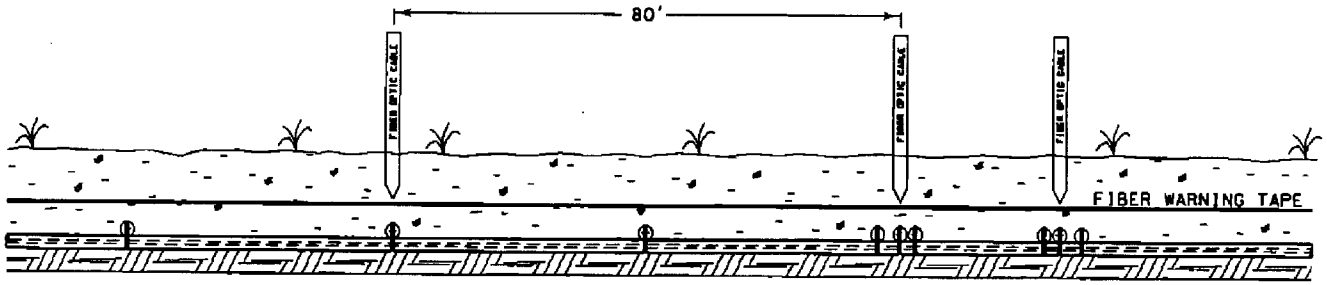
S16,T18S,R11W,WM

~~Lincoln~~ LANE County, Oregon

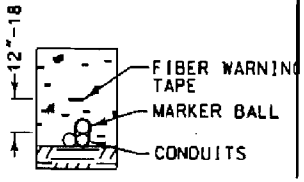
OMNI MARKER BALL LAYOUT



PLACE OMNI ELECTRONIC BALLS ALONG FIBER CABLE AT 40' INTERVALS. MARKER BALLS WILL BE PLACED AT ALL ANGLE POINTS, AND 10' AHEAD AND BACK OF ANGLE POINTS. MARKER BALLS WILL BE PLACED AT THE BEGINING AND THE ENDING CURVES AND ALONG CURVES AT INTERVALS NOT TO EXCEED 40'. FIBER CABLE MARKER POSTS, WILL BE PLACED AT ANGLE POINTS AND EVERY 80' ALONG FIBER CABLE ROUTE ABOVE MARKER BALLS. FIBER WARNING TAPE WILL BE PLACED 12" TO 18" ABOVE CONDUIT



ATTACH OMNI MARKERS TO CONDUIT WITH PLASTIC TIES OR DUCT TAPE



NO.		PL-6 250802	COMPUTER REVISION ONLY	BY	DATE	APPROVED

C=CONTRACT CONSTR., FA=FORCE ACCOUNT CONSTR., R=RECORD — FILE NAME: 260147OLL.FC

Design JOHN WISE
Drawn MARK LIBRA
Chkd
Sub
Rec
Appr
Date

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

FIBER OPTIC DETAIL OMNI MARKER BALL LAYOUT FOR UNDERGROUND FIBER OPTIC INSTALLATION

SERIAL	SOURCE	SIZE	SHEET	REVISION
260147	LFC	A4	1 OF 1	0

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR RON BECK
CENTRAL LINCOLN PUD
2129 NORTH COAST HIGHWAY
NEWPORT OR 97365

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) RTS GABRIEL C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PO Box 1126

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7000 1670 0008 7753 1798

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2509

Case NO. 20030066 KSK

GT
JD

DEC 2002
REAL ESTATE
FIELD SERVICES

Kinish, Sue - TRFS-TPP-4

From: John Wise [jjwise@teleport.com]
Sent: Tuesday, November 26, 2002 12:49 PM
To: Sue Kinish
Cc: Todd Cupp; Dave Timperley; Branderhorst, Tom B - TFEM; Ricky Poon; Jim Domschot; Ron Beck
Subject: Central Lincoln Fiber Connection, Wendson Substation

26014701.pdf

Sue,
We have completed the review of the Central Lincoln PUD land use permit application for placing fiber at Wendson Substation. The permit is approved as submitted with the following conditions.

1. The cable will be installed in the location staked in the field and approved by TLM Foreman Todd Cupp.

2. All underground utilities will be located before digging. If any damage is done to BPA facilities, they will be repaired as directed by BPA.

3. No metallic material will be used in the cable and no trace wire will be used to mark the cable location. The cable will be marked with BPA furnished Omni marker Balls as per attached drawing #26014701.

4. Underground cable will be buried a minimum of 42 inches and designed to withstand an HS-20 type loading caused by BPA heavy maintenance vehicles.

5. BPA access roads shall be returned to their original condition following construction.

6. Central Lincoln PUD will notify the following BPA personnel, one week prior to any construction.

Todd Cupp, TLM Foreman III, 541-756-5651
Jim Domschot, Substation Operator, 541-756-5651

7. The entry of the conduit into the BPA customer vault will be grouted and sealed.

John Wise
NSRI/BPA
360

Kinish, Sue - TRFS-TPP-4

From: Beck, Ron [rbeck@cencoast.com]
Sent: Tuesday, November 26, 2002 12:48 PM
To: John Wise; Sue Kinish
Cc: Todd Cupp; Dave Timperley; Branderhorst, Tom B - TFEM; Ricky Poon; Jim Domschot
Subject: RE: Central Lincoln Fiber Connection, Wendson Substation

Thank you.

The contractor that won the job is Just Bucket Excavating and is the same contractor that PCINW is using for their regen hut. They anticipate starting work on the 2nd of December and intend to work in conjunction with their other contract.

Please consider this to be notification of intent to start construction. I will advise the contractor in writing of the conditions below.

--Ron

-----Original Message-----
From: John Wise [mailto:jjwise@teleport.com]
Sent: Tuesday, November 26, 2002 12:49 PM
To: Sue Kinish
Cc: Todd Cupp; Dave Timperley; Branderhorst, Tom B - TFEM; Ricky Poon; Jim Domschot; Beck, Ron
Subject: Central Lincoln Fiber Connection, Wendson Substation

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John Wise
NSRI/BPA
360

Kinish, Sue - TRFS-TPP-4

From: John Wise [jjwise@teleport.com]
Sent: Tuesday, November 26, 2002 1:26 PM
To: Sue Kinish
Subject: [Fwd: Central Lincoln Fiber Connection, Wendson Substation]

RE: Central Lincoln Fiber Conn...

Sue, Are you able to get the release done in time for Central Lincoln to start work on the December 2, 2002.

John

Klnish, Sue - TRFS-TPP-4

From: John Wise [jjwise@teleport.com]
Sent: Friday, November 01, 2002 3:00 PM
To: Beck, Ron
Cc: 'Van Bergen, Glenn - TNLC-TPP-3'; Ricky Poon; Sue Kinish
Subject: Re: BPA Wendson trenching

26014701.pdf

25952301.pdf

Hi Ron,
I will try and answer your questions as best I can. First you should send me a copy of your drawings showing the location of your proposed fiber connection. They should be detailed enough to allow us to add the location of your fiber to our existing maps. Therefore give us dimensions to the towers ect. We need that in order to issue you a land use permit. Also fill out the application for the permit which you can find on the web at http://www.transmission.bpa.gov/orgs/t/tr/default.cfm , there is no charge for the permit. It will take about two weeks to complete the review process here at BPA. Once that has been completed you will be issued a land use permit and you then may begin construction.

1. The best way to determine the underground locates is to stake your proposed route on the ground and then have the TLM foreman look it over to see if he knows of anything that may exist. You are correct about One Call service, we don't subscribe.

2. I will ask the TLM crew to set the customer vault as soon as possible. I am not yet clear about what vault you will be accessing, if you will be going into the control house on the BPA fiber, you should access the BPA vault. If you do not go into the control house, you would access the new customer vault.

3. I have attached a drawing for vault access. I have also attached a drawing showing how the location of your fiber should be marked.

4. We would prefer you to use mortar to seal the vault.

As I said before it should take about two weeks to complete the review and then issue the permit. We completed the environmental site review when we sited Fiber South at Wendson. That's the process that takes the longest.

John

John Wise
BPA/NSRI
360-883-5339 ext. 13

> "Beck, Ron" wrote:
>
> John;
>
> We are preparing to release the construction job for the build to
> Wendson from Florence for bidding. The plan is to drop off the
> Florence Tap (our CLPUD K13 line) at structure 1/2 and trench over to
> the BPA vault at the base of WT2 1/1 for interconnection to the
> Fairview-Lane fiberoptic route. I have a couple of questions for you
> regarding this as I need to get a separate contractor in to install

> the conduit.
>
> 1) Who is doing underground facility locates on federal property?
>
> The Oregon One Call service does not have an agreement apparently with
> BPA and therefore cannot notify them of a proposed dig on their land.
> I will need to verify that no facilities exist and take the proper
> protective measures if they do.
>
> 2) When will the Customer Vault (CV) be placed at WT2 1/1?
>
> Our discussions to date have us making entry at a vault that is
> adjacent ot the existing vault. I will want the contractor to make
> entry to that vault with my conduit.
>
> 3) Do you have a BPA construction specification for vault entry?
>
> I would like to ensure that my contractor seals the wall of the vault
> using BPA's accepted practice. The reason I bring this up is that
> there has been a move from mortar to expanding foam and now back to
> mortar within our company. We typically follow BPA is many respects.
>
> I would like to get a contractor moving on the underground work as
> soon as is practical. The line construction is scheduled to start
> 2JAN03, providing the bids are within range.
>
> --Ron
>
> Ron Beck
> Network Engineer
> Central Lincoln PUD
>
> rbeck@cencoast.com
> (541) 574-2090
> (541) 574-2140 (fax)

BPA F 4000.03e
(11-98)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

Electronic Form Approved by CGIR 11/04/98

APPLICATION FOR PROPOSED USE OF BPA RIGHT- OF - WAY

DATE

FOR DEVELOPMENTS OR SUBDIVISIONS, PLEASE ENCLOSE A $250 NON-REFUNDABLE APPLICATION FEE. APPLICATIONS WILL NOT BE PROCESSED WITHOUT THIS FEE.

FOR LONGITUDINAL OCCUPANCIES THAT REQUIRE USE OF MULTIPLE MILES OF BPA RIGHT-OF-WAY, PLEASE ENCLOSE A $2,500 NONREFUNDABLE APPLICATION FEE.

APPLICANT

1. NAME: RON BECK - NETWORK ENGINEER
2. ADDRESS: 2129 NORTH COAST Hwy. NEWPORT, OREGON 97365
3. TELEPHONE NO.: (541) 574-2090

OWNER

4. NAME: CENTRAL LINCOLN PUD
5. ADDRESS: SAME
6. TELEPHONE NO.: SAME

7. LOCATION OF PROPERTY
(PROVIDE A COUNTY ASSESSOR'S MAP SHOWING THE OWNER'S BOUNDARY LINES AND THE LOCATION OF USE.)

WEST OF BPA WENDSON SUBSTATION, FROM BPA "LANE-FANW CV-5" AT WT2-1/1 TO CLPUD 115KV LINE STR 1/2, (FORMERLY BPA FT 1/2).

QUARTER SECTION(S)	SECTION(S)	TOWNSHIP	RANGE	COUNTY	STATE
NE ¼	16	18W	11E	LANE	OREGON

8. PURPOSE FOR WHICH BPA RIGHT-OF-WAY/PROPERTY IS TO BE USED *(Include a map, plan or sketch if appropriate.)*

☐ **Driveway / Roadway Width** ☐ **Pipelines** ☐ **Electric Service Line**

Width _____ Type: ☐ Gas ☐ Sewer ☐ Water Voltage _____

Material _____ Diameter _____ _____ _____ Underground _____
(If Grading, attach plan)

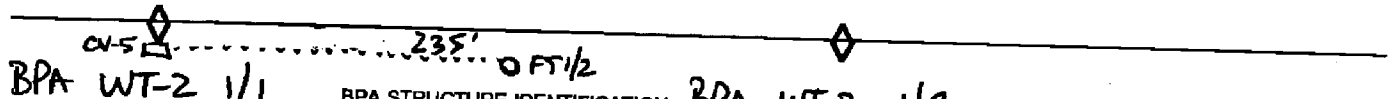
Material _____ _____ _____ Overhead _____

Buried Depth _____ _____ _____ *(If overhead, complete back page.)*

Other: 2" SCH 40 CONDUIT TO BPA SPEC W/ .709 DIA ADSS FIBEROPTIC CABLE INSTALLED.

IF APPLICABLE, ATTACH NAME, COMPANY ADDRESS, AND A CONTACT PERSON FOR ALL UTILITIES INVOLVED IN PROJECT.

9. RIGHT-OF-WAY Draw in space provided below the proposed use. (Identify structures and show distances and angles, if appropriate indicate North Arrow.) If a BPA Plan and Profile drawing is available, you may draw your plans on it and attach to this application.



BPA WT-2 1/1 BPA STRUCTURE IDENTIFICATION BPA WT-2 1/2 BPA STRUCTURE IDENTIFICATION

10. APPLICANT NAME	11. APPLICANT SIGNATURE	12. APPLICANT TITLE
RON BECK - CLPUD	Ron Beck	CLPUD - NETWORK ENGINEER

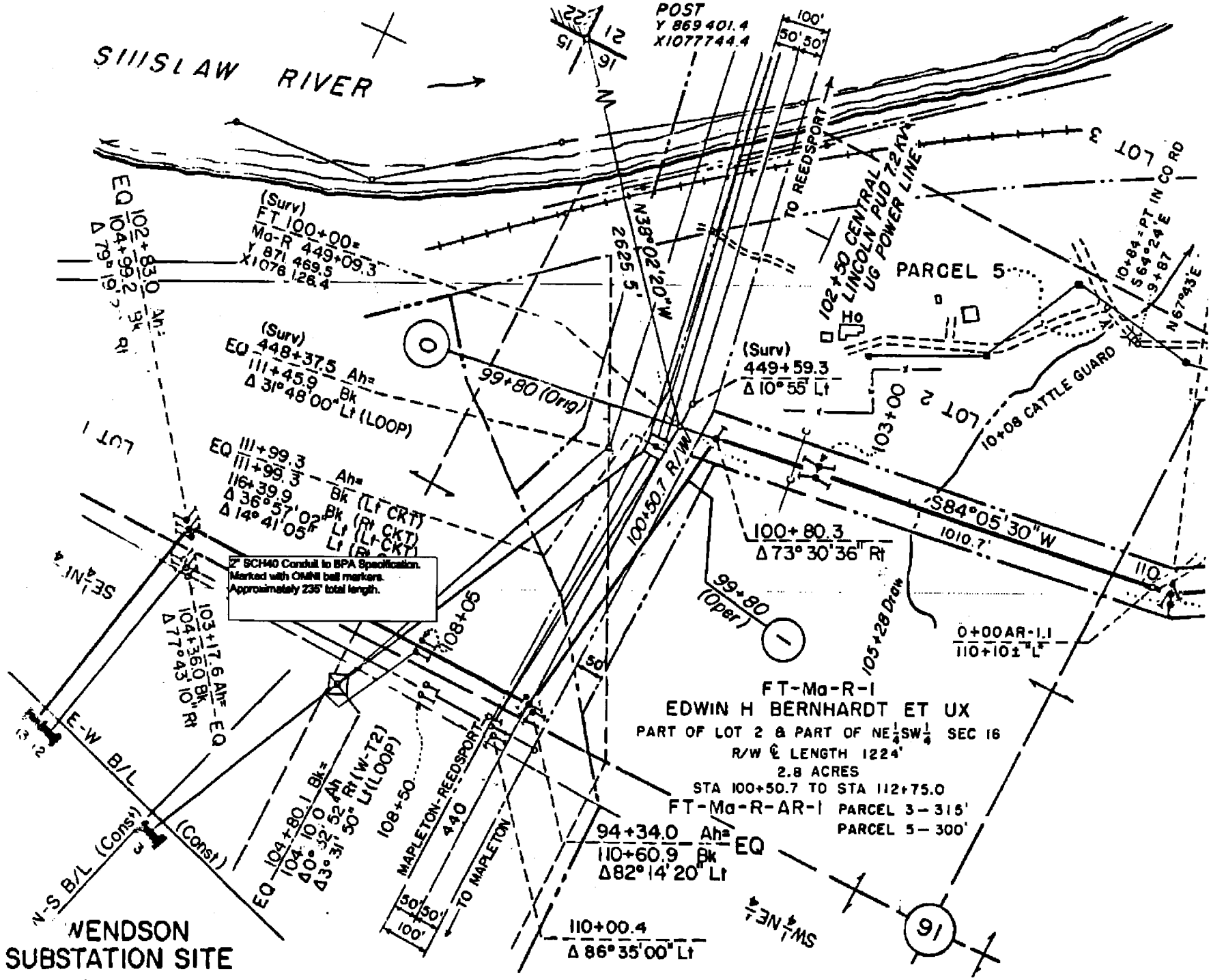
INSTRUCTIONS

4-6. Complete only if the applicant is not the owner.

7. Legal description of the property. *(This information is on your title, insurance policy, courthouse deed, or your tax statement.)*

8. Check all boxes that apply and complete the information following the box.

9. Diamonds on the line represent towers or poles on the right-of-way. Indicate which direction is "North" in relation to the right-of-way. Since right-of-way widths vary, and conductors *(wires)* are not always located in the center of the right-of-way, you may have to contact the closest Regional Office for help. Copy the series of letters and numbers from the lower half of each tower or pole *(i.e., MCNY HORS 1-13-1)* and enter in "BPA Structure Identification" block.


SIUSLAW RIVER
POST
Y 869 401.4
X1077744.4
100'
50' 50'
TO REEDSPORT
102+50 CENTRAL LINCOLN PUD 7.2 KV UG POWER LINE
PARCEL 5
Ho
LOT 3
LOT 2
LOT 1
10+84 = PT IN CO RD
S64°24'E
9+87
N67°43'E
10+08 CATTLE GUARD
103+00
(Surv)
FT 100+00=
Ma-R 449+09.3
Y 871 469.5
X1076 126.4
N38°02'20"W
2625.5'
(Surv)
EQ 448+37.5 Ah=
111+45.9 Bk
Δ 31°48'00" Lt (LOOP)
99+80 (Orig)
(Surv)
449+59.3
Δ 10°55' Lt
EQ 111+99.3 Ah=
111+99.3 Bk (Lt CKT)
116+39.9 Bk (Rt CKT)
Δ 36°57'02" Lt (Lt CKT)
Δ 14°41'05" Lt (Rt CKT)
100+50.7 R/W
100+80.3
Δ 73°30'36" Rt
S84°05'30"W
1010.7'
110
99+80 (Oper)
105+28 Draw
0+00 AR-1.1
110+10± "L"
2" SCH40 Conduit to BPA Specification.
Marked with OMNI ball markers.
Approximately 235' total length.
108+05
103+17.6 Ah=
104+36.0 Bk
Δ 77°43'10" Rt
EQ
E-W B/L
N-S B/L (Const)
(Const)
EQ 104+80.1 Bk=
104+10.0 Ah
Δ 0°32'52" Rt (W-T2)
Δ 3°31'50" Lt (LOOP)
108+50
MAPLETON-REEDSPORT
440
TO MAPLETON
50'
50'
100'
FT-Ma-R-1
EDWIN H BERNHARDT ET UX
PART OF LOT 2 & PART OF NE¼SW¼ SEC 16
R/W ℄ LENGTH 1224'
2.8 ACRES
STA 100+50.7 TO STA 112+75.0
FT-Ma-R-AR-1 PARCEL 3 – 315'
PARCEL 5 – 300'
94+34.0 Ah=
110+60.9 Bk
Δ 82°14'20" Lt
EQ
110+00.4
Δ 86°35'00" Lt
SW¼NE¼
16
WENDSON
SUBSTATION SITE

WT2
1/2
WT2
1/1

WT2
WT2