



Department of Energy

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

PUBLIC AFFAIRS

December 6, 2007

In reply refer to: DK-7

Mr. John Logan
Weddle Surveying
1750 SW Skyline Blvd., Suite 105
Portland, OR 97221

RE: FOIA #08-006

Dear Mr. Logan:

This letter is your final response to your request for information that you made to the Bonneville Power Administration (BPA), under the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

In your request you were asking for a copy of the Wilsonville Transmission Easement labeled BPA DWG. C 112-345 D 2-57. After a reasonable search, BPA was not able to locate a responsive document that met that exact description. However, it was my understanding that you had a phone conversation on Thursday, November 29, 2007, with Ms. Ellen Camp, Lead Realty Specialist, Real Property Support Services, at which time you provided the Section, Township and Range of the property you were interested in which was; Clackamas County, Oregon, Section 14, Township 13S and Range 1W. With this information you provided, Ms. Camp made an additional search at which time she located three documents, which BPA has released in their entirety, they are as follows:

1. Transmission Line Easement, Clackamas, Oregon, Tract No. OC-C-R-6, Book 552 Page 323, dated February 6, 1957, and recorded February 25, 1957.
2. Subordination Agreement, Clackamas, Oregon, Tract No. OC-C-R-6, Book 467 Page 255, dated February 27, 1957, and recorded March 8, 1957.
3. U.S. Department of Energy-Bonneville Power Administration Easement, Transmission Line and Danger Trees, Clackamas County, Oregon, BPA Tract No(s): OC-S-32-A-12, dated September 17, 2007, and recorded October 4, 2007.

If you are dissatisfied with our determination, you may make an appeal within thirty (30) days of receipt of this letter to Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue SW, Washington, DC 20585. Both the envelope and the letter must be clearly marked "Freedom of Information Act Appeal." There will be no charge for this request.

I appreciate the opportunity to assist you with this matter. If you have any questions about this letter, please contact our office at 503-230-7305.

Sincerely,

/s/ Christina J. Brannon

Christina J. Brannon
Freedom of Information Act/Privacy Act Officer

Enclosure(s):
3 documents released in their entirety

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **J. W. KELLY and BERTHA KELLY,**
husband and wife,

for and in consideration of the sum of **TWO THOUSAND NINETY-FIVE** -----
----- Dollars (**\$2,095.00**),
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, operate, maintain, repair
rebuild, and patrol one or more electric power transmission lines and appurtenant signal
lines, poles, towers, wires, cables, and appliances necessary in connection therewith,
in, upon, over, under, and across the following-described parcel of land in the County
of **Clackamas** , in the State of **Oregon** . to wit:

6
2639

That portion of that part of the $W\frac{1}{2}NW\frac{1}{4}$, Government Lot 2, and the $NE\frac{1}{4}SW\frac{1}{4}$
of Section 14, Township 3 South, Range 1 West of the Willamette Meridian,
Clackamas County, Oregon, described as: Beginning at a point 1.05 chains
distant East of the northwest corner of Section 14, Township 3 South, Range
1 West, Willamette Meridian; thence easterly along the north line of said
Section 14 a distance of 18.95 chains to the northeast corner of the $NW\frac{1}{4}NW\frac{1}{4}$
of said Section 14; thence South a distance of 15.70 chains; thence West a
distance of 13.90 chains to the center of a ditch; thence N. $20\frac{1}{2}^{\circ}$ W. along
the center of said ditch a distance of 16.96 chains to the point of beginning;
and, beginning at a point 15.70 chains South of the northeast corner of
the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 14, Township 3 South, Range 1 West, Willamette Meridian;
thence South a distance of 34.36 chains to the southwest corner of Stephen
B. Sealy's land; thence West to the center of the main ditch in Sealy's Lake
Land; thence northwesterly along the center of said ditch to the southwest
corner of land owned by Robert J. Sealy; thence East a distance of 13.09
chains to the point of beginning; and, beginning at a point 4.67 chains North
and 6.85 chains N. 40° E. from the quarter section corner on the south line
of Section 14, Township 3 South, Range 1 West, Willamette Meridian; thence
S. $49\frac{1}{2}^{\circ}$ W. a distance of 61 links; thence N. $41\frac{1}{2}^{\circ}$ W. a distance of 4.64 chains;
thence S. $40\frac{1}{2}^{\circ}$ W. a distance of 2.50 chains to a white oak tree; thence N.
 $40\frac{1}{2}^{\circ}$ W. a distance of 2.11 chains; thence North a distance of 4.10 chains to
a rock marked "X"; thence N. $40\frac{1}{2}^{\circ}$ W. a distance of 9.16 chains; thence N.
 $58\frac{1}{2}^{\circ}$ W. a distance of 11.00 chains to Judson S. Sealy's corner; thence West
a distance of 3.50 chains to the center of the main ditch in Sealy's Lake
Land; thence North a distance of 40 feet; thence East a distance of 3.50
chains; thence S. $58\frac{1}{2}^{\circ}$ E. a distance of 11.46 chains; thence S. $40\frac{1}{2}^{\circ}$ E. a
distance of 19.00 chains to the point of beginning, which lies within a strip
of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant
from, on each side of, and parallel to the survey line of the Oregon City-
Chemawa 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 129 + 55.0, a point on the north line of
Section 14, Township 3 South, Range 1 West, Willamette Meridian, said point
being N. $88^{\circ} 36' 20''$ W. a distance of 1393.6 feet from the quarter section corner
on the north line of said Section 14; thence S. $1^{\circ} 17' 50''$ W. a distance of 1771.8
feet to survey station 147 + 26.8 Bk = 155 + 68.3 Ah; thence S. $3^{\circ} 18' 00''$ E. a
distance of 1446.7 feet to survey station 170 + 15.0; thence S. $1^{\circ} 24' 30''$ W. a
distance of 2057.2 feet to survey station 190 + 72.2, a point on the south line
of said Section 14, said point being S. $88^{\circ} 46' 10''$ E. a distance of 1378.0 feet
from the southwest corner of said Section 14.

The right to cut danger trees is limited to a strip of land 50 feet in width on the west side of and beyond the outside limits of the right-of-way;

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

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 and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

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.

2639 II

Dated this 6 day of February, 1957.

J. W. Kelly
J. W. Kelly

Bertha Kelly
Bertha Kelly

STATE OF *Oregon*)
) ss:
COUNTY OF *Clatsop*

On the *6* day of *February*, 19*57*, personally came before me, a notary public in and for said County and State, the within-named *J. W. KELLY and BERTHA KELLY, 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.



M. E. Helman
Notary Public in and for the
State of *Oregon*
Residing at *Portland, Oregon*
My commission expires: *9/20/57*

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.

SEAL DOCUMENT *2639* RECORDED FEB 25 1957 *10:56A* M. GUY H. PAGE COUNTY CLERK

By _____ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

mh

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That STANDARD INSURANCE COMPANY, a corporation, the owner and holder of that certain mortgage bearing date the 17th day of March, 1953, executed by J. W. KELLY and BERTHA KELLY, husband and wife, to secure payment of the sum of TWO THOUSAND SIX HUNDRED FIFTY DOLLARS (\$2,650.00) and interest, and recorded in Volume 398, at page 362, of the mortgage records of Clackamas County, State of Oregon, for and in consideration of one dollar and other valuable considerations, hereby consents and agrees that the lien of said mortgage shall be subordinate and subject to a perpetual easement granted or to be granted by the owner or owners of the land referred to herein to the UNITED STATES OF AMERICA, for the purpose of constructing, operating, and maintaining one or more electric transmission lines over, upon, and across the following-described land in the County of Clackamas, State of Oregon, to-wit:

That portion of that part of the $W\frac{1}{2}NW\frac{1}{2}$, Government Lot 2, and the $NE\frac{1}{2}SW\frac{1}{2}$ of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, described as: Beginning at a point 1.05 chains distant East of the northwest corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian; thence easterly along the north line of said Section 14 a distance of 18.95 chains to the northeast corner of the $NW\frac{1}{2}NW\frac{1}{2}$ of said Section 14; thence South a distance of 15.70 chains; thence West a distance of 13.90 chains to the center of a ditch; thence N. $20\frac{1}{2}^{\circ}$ W. along the center of said ditch a distance of 16.96 chains to the point of beginning; and, beginning at a point 15.70 chains South of the northeast corner of the $NW\frac{1}{2}NW\frac{1}{2}$ of Section 14, Township 3 South, Range 1 West, Willamette Meridian; thence South a distance of 34.36 chains to the southwest corner of Stephen B. Seely's land; thence West to the center of the main ditch in Seely's Lake Land; thence northwesterly along the center of said ditch to the southwest corner of land owned by Robert J. Seely; thence East a distance of 13.09 chains to the point of beginning; and, beginning at a point 4.67 chains North and 6.85 chains N. 40° E. from the quarter section corner on the south line of Section 14, Township 3 South, Range 1 West, Willamette Meridian; thence S. $49\frac{1}{2}^{\circ}$ W. a distance of 61 links; thence N. $41\frac{1}{2}^{\circ}$ W. a distance of 4.64 chains; thence S. $40\frac{1}{2}^{\circ}$ W. a distance of 2.50 chains to a white oak tree; thence N. $40\frac{1}{2}^{\circ}$ W. a distance of 2.11 chains; thence North a distance of 4.10 chains to a rock marked "X"; thence N. $40\frac{1}{2}^{\circ}$ W. a distance of 9.16 chains; thence N. $58\frac{1}{2}^{\circ}$ W. a distance of 11.00 chains to Judson S. Seely's corner; thence West a distance of 3.50 chains to the center of the main ditch in Seely's Lake Land; thence North a distance of 40 feet; thence East a distance of 3.50 chains; thence S. $58\frac{1}{2}^{\circ}$ E. a distance of 11.46 chains; thence S. $40\frac{1}{2}^{\circ}$ E. a distance of 19.00 chains to the point of beginning, which lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel to the survey line of the Oregon City-Chemawa 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 129 + 55.0, a point on the north line of Section 14, Township 3 South, Range 1 West, Willamette Meridian, said point being N. $88^{\circ} 38' 20''$ W. a distance of 1393.6 feet from the quarter section corner on the north line of said Section 14; thence S. $1^{\circ} 17' 50''$ W. a distance of 1771.8 feet to survey station 147 + 26.8 Bk = 155 + 68.3 Ah; thence S. $3^{\circ} 18' 00''$ E. a distance of 1446.7 feet to survey station 170 + 15.0; thence S. $1^{\circ} 24' 30''$ W. a distance of 2057.2 feet to survey station 190 + 72.2, a point on the south line of said Section 14, said point being S. $88^{\circ} 46' 10''$ E. a distance of 1378.0 feet from the southwest corner of said Section 14.

Said perpetual easement is being conveyed to the UNITED STATES OF AMERICA by J. W. KELLY and BERTHA KELLY, husband and wife, in accordance with the terms of an option contract dated October 4, 1956.

The undersigned hereby waives the priority of said mortgage in favor of said perpetual easement to the same extent as if an easement deed had been executed, delivered, and recorded prior to the mortgage hereinabove described, and agrees that in the event of foreclosure of said mortgage the premises shall be sold subject to the aforementioned easement.

Except as herein specifically subordinated, all property described in said mortgage is to remain subject thereto.

This agreement shall be binding on the successors and assigns of the holder of said mortgage and shall inure to the benefit of the UNITED STATES OF AMERICA and its assigns.

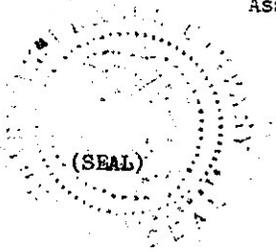
IN WITNESS WHEREOF said corporation has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 27th day of February, 1957.

ATTEST:

L B Montgomery
Assistant Secretary

STANDARD INSURANCE COMPANY

BY R. R. Salmons
Vice-President



3257 II

(Corporate Form)

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

On this 27th day of February, 1957, before me personally appeared R. W. R. CALDERWOOD and L. B. MONTGOMERY to me known to be the Vice-President 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 R. W. R. CALDERWOOD 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.



Doris Starlew
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: July 10, 1958

The within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ County, (State).

By _____ Deputy.

SEAL DOCUMENT 3257 RECORDED MAR 8 1957 9:06A M. GUY H. PAGE COUNTY CLERK

Upon recordation, please return to:

mh

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

STATE OF OREGON, } ss.
County of Clackamas.

I, Guy H. Pace, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for record.

MORTGAGES

of said County at

1957 MAR 8 AM 9 06

APR 11 1957

In Book

On Page

Witness my hand and seal of said Court
affixed.
GUY H. PACE,
County Clerk.

Maxwell Stegner
Recording Officer
DEPUTY
RECORDED & INDEXED
MAR 11 1957

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERS-3
P.O. BOX 3621
PORTLAND, OR 97208-3621

Clackamas County Official Records
Sherry Hall, County Clerk

2007-089239



01154968200700892390050052

\$35.00

10/16/2007 02:00:12 PM

D-E Cnt=1 Stn=2 TINAJAR
\$25.00 \$10.00

Legal description: A portion of the southwest one-quarter of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, as described in Fee Number 86-24669 (Affects Tax Account No. 00810457, Clackamas County Official Records.)

THIS IS AN ACCOMMODATION ONLY
NO LIABILITY IS ASSUMED FOR
THE STATUS OF RECORD TITLE
OR THE VALIDITY OF THIS DOCUMENT

BPA Tract No(s): OC-S-32-A-12

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
EASEMENT

Transmission Line and Danger Trees

THIS AGREEMENT, made this 4th day of October, 2007, between BCI Coca-Cola Bottling Company of Los Angeles, a Delaware corporation, successor by merger to ORE-CAL Coca-Cola Bottling Company, an inactive Oregon corporation, the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission System Act, of October 18, 1974, (P.L. 93-454), 88 Stat. 1376, 16 U.S.C. 838 (Supp IV); the Department of Energy Organization Act, of August 4, 1977, (P.L. 95-91); and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of **Four Thousand Five Hundred and No/100 Dollars (\$4,500.00)** and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual non-exclusive easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land, to-wit:

As described in Exhibit(s) "A" and "B", attached hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and any communication lines or equipment and appurtenances thereto, together with the present and future right to clear the right-of-way and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than 10 feet in height. All such trees, brush, vegetation, structures, and fire and electrical hazards presently on the right-of-way shall become the

Security Title Accommodation 20074201AC-010

THIS IS AN ACCOMMODATION ONLY
NO LIABILITY IS ASSUMED FOR
THE STATUS OF RECORD TITLE
OR THE VALIDITY OF THIS DOCUMENT

property of the United States on the date of acceptance hereof and may be disposed of by the United States in any manner it deems suitable.

The Grantor also hereby grants and conveys to the United States the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "danger trees" located on Grantor's land adjacent to said right-of-way. A danger tree is any growing or dead tree, or snag, whether stable or unstable, which the United States at any time determines could within a five-year period fall, bend or swing against the transmission or communication lines or equipment or within electrical arcing distance of said lines, or which the United States determines could interfere with the construction or maintenance of said lines and equipment.

The Grantor covenants to and with the United States and its assigns that the title to all brush and timber cut or hereinafter growing within said parcel of land and also all danger trees identified or cut from Grantor's land adjacent to said right-of-way is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any said rights.

The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to non-structured agricultural crops less than 10 feet in height and to fences and irrigation and drainage systems permitted by the United States within the easement area. The United States shall repair or make compensation only for damage caused by the United States and which results from and during construction, reconstruction, removal, or maintenance activities within the easement area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The United States of America shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative documents as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of any title report and title insurance that it may require.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

OC 5 30 A 12

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this 17 day of September, 2007.

BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES, a Delaware corporation, successor by merger to ORE-CAL Coca-Cola Bottling Company, an inactive Oregon corporation

[Signature]
Signature
Name (print or type) Matthew J. Fanoë
Corporate Director
Real Estate & Facilities
Title

STATE OF GEORGIA _____)
County of COBB _____) ss.

This instrument was signed and attested before me this 17 day of September 2007, by Matthew J. Fanoë as the Corporate Director of Real Estate and Facilities of **BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES**, a Delaware corporation, successor by merger to ORE-CAL Coca-Cola Bottling Company, an inactive Oregon corporation.



[Signature]
Notary Public for State of GEORGIA
My Commission Expires: 5/15/08

Accepted for the UNITED STATES OF AMERICA	BCI COCA-COLA BOTTLING COMPANY OF LOS ANGELES , a Delaware corporation, successor by merger to ORE-CAL Coca-Cola Bottling Company, an inactive Oregon corporation
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Lead Realty Specialist</u>	Matthew J. Fanoë Corporate Director Real Estate & Facilities
Date: <u>10/4/07</u>	

Lead Tract No. OC-S-32-A-12 of _____

Exhibit "A"

File 1390
Coca-Cola Bottling Company of Oregon

Parcel I
3 1W 14C 103

Commuter Rail Project
Jack Carlson, Otak, Inc., 2/23/2007
Amended: 2/27/2007
Parcel(s): 1

Parcel I-Permanent Transmission Line Easement

A parcel of land in the southwest one-quarter of Section 14, Township 3 South, Range 1 West, W.M., Clackamas County, Oregon, being a portion of that property described in Fee Number 86-24669, Clackamas County Official Records, said parcel being that portion of said property lying northeasterly of the following described line:

Beginning at a point which bears North, a distance of 2638.58 feet, and West, a distance of 138.38 feet from the south one-quarter corner of said Section 14; thence S.06°01'18"E., a distance of 379 feet, more or less, to the westerly line of the Oregon Electric Railway Company right of way, and the terminus of this line;

EXCEPT that 25 foot wide Transmission Line Easement described in Book 285, Page 307, recorded September 22, 1941, Clackamas County Deed Records.

The parcel of land to which this description applies contains 1,759 square feet, more or less.

The basis of bearings for this description is the Oregon Coordinate System of 1983, North Zone.

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