



## Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

November 26, 2019

In reply refer to: FOIA #BPA-2019-01267-F

William C. Lenz  
Witherspoon Kelley  
422 W Riverside Avenue, Suite 110  
Spokane, WA 99201  
Email: [wcl@witherspoonkelley.com](mailto:wcl@witherspoonkelley.com)

Dear Mr. Lenz,

This communication is a final response to your request for Bonneville Power Administration (BPA) records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received on August 19, 2019, with a formal acknowledgement letter sent to you on February August 23, 2019.

### **Request**

“...all notices of encroachment recorded by BPA on any parcel within five miles of ... 1217 S. Century Road, Veradale, WA 99037; Spokane County parcel number 45234.3403... that borders Sullivan road.”

### **Response**

BPA’s Real Property Field Services Office located 13 pages of records responsive to your request. BPA is herein releasing 13 pages with limited redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6). An explanation of the applied exemptions follows.

### **Explanation of Exemptions**

The FOIA generally requires the release of all government records upon request. However, the FOIA permits withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

#### Exemption 6

BPA has applied redactions under Exemption 6 to protect personal privacy. Exemption 6 to the FOIA protects information about individuals in “personnel and medical files and similar files” when the disclosure of such information “would constitute a clearly unwarranted invasion of personal privacy.” The application of Exemption 6 requires balancing the public’s interest in the

information against the individuals' privacy interests. If a significant privacy interest is found to exist, but there is no FOIA public interest in disclosure, the information is protected. Here, BPA asserts Exemption 6 to withhold a limited amount of information including agency personnel signatures, land owner's identification and references. There is no public interest in this information as it does not shed light on the workings of the agency. That information is therefore redacted under Exemption 6. Please be aware that the right of privacy asserted belongs to the individual and not to the agency, and thus information that falls under Exemption 6 cannot be discretionarily released.

### **Fees**

You declined to include a fee agreement in your August 16, 2019, request letter. BPA processed your request on the assumption that search fees would not exceed the two free hours of search time allowed for by the FOIA. BPA indicated that if search time were to exceed the two free hours, BPA would seek a fee agreement with you. On November 13, 2019, BPA notified you, via email, that your fee cost will be \$ 104.00. You made that fee payment of \$ 104.00 on November 21, 2019.

### **Certification**

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the search, exemption determinations and records release described above. Your FOIA request BPA-2019-01267-F is now closed with all available agency records provided.

### **Appeal**

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

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

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

You may contact BPA's FOIA Public Liaison, Jason Taylor, at the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, Maryland 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: 202-741-5770  
Toll-free: 1-877-684-6448  
Fax: 202-741-5769

Questions about this communication may be directed to Thanh Knudson, Flux Resources, LLC,  
at [etknudson@bpa.gov](mailto:etknudson@bpa.gov) or 503.230.5221

Sincerely,



Candice D. Palen  
Freedom of Information/Privacy Act Officer

Responsive agency records accompany this communication.



**AFTER RECORDING RETURN TO**

**Bonneville Power Administration**  
2410 E Hawthorne Rd  
Mead WA 99021



|  |
|--|
| Please print or type information   |
| <b>Document Title(s)</b> (or transactions contained therein):<br><br>1. NOTICE OF ENCROACHMENT<br>2.<br>3.   |
| <b>Reference Number(s) of Documents assigned or released:</b><br><br>(b) (6)   |
| <b>Grantor(s)</b> (Last name first, then first name and initials)<br><br>1. UNITED STATES OF AMERICA, Bonneville Power Administration<br>2.<br>3.<br><input type="checkbox"/> Additional names on page {} of document  |
| <b>Grantee(s)</b> (Last name first, then first name and initials)<br><br>1. (b) (6)<br>2. (b) (6)<br>3.<br><input type="checkbox"/> Additional names on page {} of document  |
| <b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range)<br>SW1/4NE1/4 of Section 15, Township 25 North, Range 44 East, Willamette Meridian, Spokane County, State of Washington.<br><input type="checkbox"/> Additional legal is on page {} of document |
| <b>Assessor's Property Tax Parcel/Account Number</b><br><br>(b) (6)<br><input type="checkbox"/> Additional legal is on page {} of document   |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.   |

### NOTICE OF ENCROACHMENT

THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION (BPA) has a perpetual easement over the property of (b) (6) the Owner, which is located in the SW1/4NE1/4 of Section 15, Township 25 North, Range 44 East, Willamette Meridian, Spokane County, State of Washington as shown on BPA Drawing No. 29013, marked as Exhibit A.

The aforesaid easement was recorded in the Spokane County Auditor's Office on January 29, 1946, in Book 521 Page 575, Deed Records of said county.

There is a structure on the Owner's property that is partially located within BPA's easement. This structure is identified on the attached BPA survey map, marked Exhibit B. BPA is seeking removal of the following:

- A chain-link fence.

This structure must be removed from BPA's easement, across the aforementioned property, in order to allow BPA proper access to the transmission line structure within subject property. This Notice of Encroachment will remain in effect until access to BPA's structure is restored or chain-link fence is removed from BPA's easement.

AS an agency of the UNITED STATES OF AMERICA, BPA is not liable for damage to property, or injury to or death of persons (except as such liability is allowed by the Federal Tort Claims Act, 62 Stat. 982, as amended).

IN WITNESS WHEREOF, BPA has executed this instrument.

Bonneville Power Administration

By: (b) (6)  
Brent C. Leslie, Realty Specialist

Date 9/27/2017

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington )  
County of Spokane ) ss

On this 27<sup>th</sup> day of September, 2017, before me personally appeared **Brent C. Leslie**, known to me, or proved to me on the basis of satisfactory evidence, to be a **Realty Specialist for the Bonneville Power Administration** whose name is subscribed to the within instrument and who acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein mentioned.

(b) (6)

Notary Public in and for the State of Washington  
Residing in Spokane, WA

My commission expires 7/9/2020



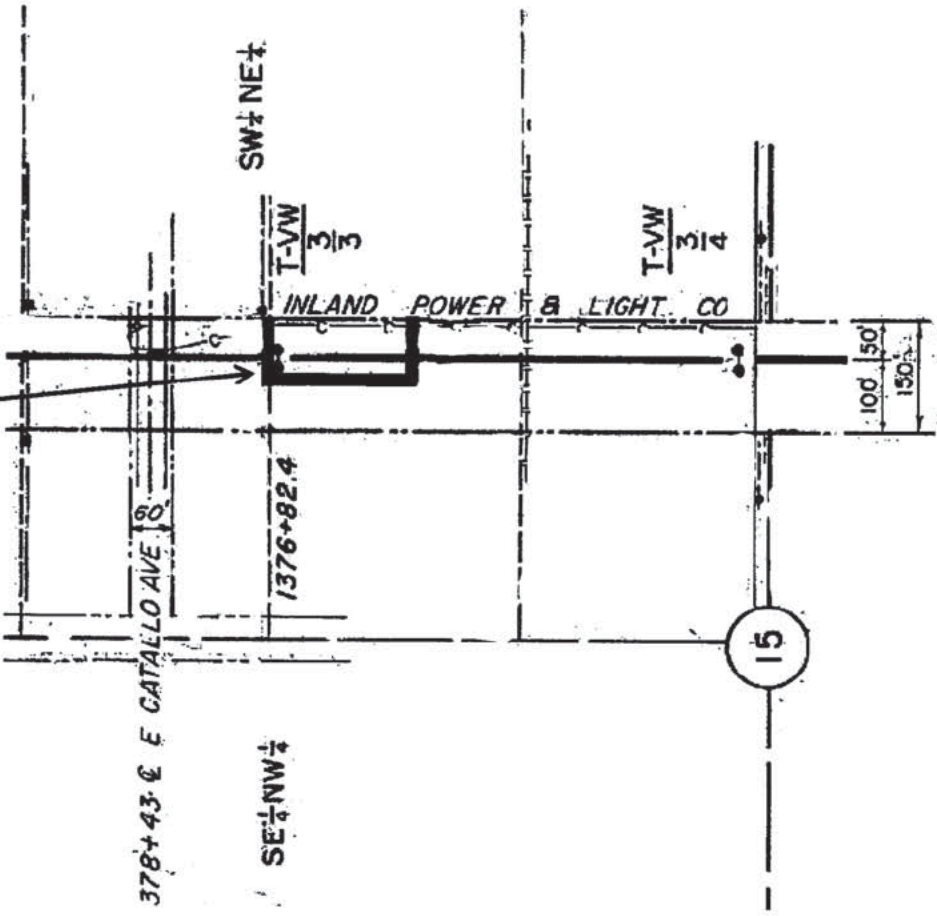
(b) (6)



SEC 15 T 25N R44E WM  
SPOKANE COUNTY, WA



Approximate  
location of chain-  
link fence that  
must be removed.



**EXHIBIT A**

(b) (6)

**FENCE ENCROACHMENT  
PORTION OF SW 1/4 NE 1/4 OF S15 T25N R44E WM  
SPOKANE COUNTY, WASHINGTON**

**PORTION OF BPA DRWG NO. 29013  
TRENTWOOD-VALLEY WAY**

(b) (6)

(b) (6)



**AFTER RECORDING RETURN TO**  
**Bonneville Power Administration**  
**TERR/Bell-1**  
**2410 E. Hawthorne Road**  
**Mead, WA 99021**

Please print or type information

|   |
|---|
| <b>Document Title(s)</b> (or transactions contained therein):<br>1. Notice of Encroachment<br>2.<br>3.<br>4.  |
| <b>Reference Number(s) of Documents assigned or released:</b><br>(b) (6)  |
| <b>Grantor(s)</b> (Last name first, then first name and initials)<br>1. Bonneville Power Administration<br>2.<br>3.<br>4. <input type="checkbox"/> Additional names on page {} of document  |
| <b>Grantee(s)</b> (Last name first, then first name and initials)<br>1. (b) (6)<br>2.<br>3.<br>4. <input type="checkbox"/> Additional names on page {} of document  |
| <b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range)<br>SW $\frac{1}{4}$ SW $\frac{1}{4}$ S25 T26N R44E, Willamette Meridian, Spokane County, Washington<br><input type="checkbox"/> Additional legal is on page {} of document |
| <b>Assessor's Property Tax Parcel/Account Number</b><br>(b) (6)<br><input type="checkbox"/> Additional legal is on page {} of document  |
| The Auditor/Recorder will rely on the information provided on the form. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.  |

(b) (6)



## NOTICE OF ENCROACHMENT

THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION (BPA) has a perpetual easement over the property of (b) (6) the Owner, which is located in the SW¼SW¼, Section 25, Township 26 North, Range 44 East, Willamette Meridian, Spokane County, Washington.

The aforesaid easement was recorded in the Spokane County Auditor's Office on November 20, 1950, in Book 604, Page 305, Deed Records of said county.

The Owner has an 20' x 40' garage, a 80' x 60' shop, and a pump house, which BPA has determined encroach upon and violate the terms of the aforesaid easement.

However, BPA will not seek the removal of said encroachments at this time for the following reasons:

These buildings are located within a currently underutilized portion of a BPA transmission corridor, do not currently pose a safety or fire hazard, and do not currently interfere with BPA facilities or its ability to operate and maintain its line.

Therefore, this instrument serves as notice that BPA does not object to the current use of the easement area by the Owner, subject to the attached list of conditions entitled Exhibit A and as shown on the attached Encroachment Survey, marked as Exhibit B. These encroachments shall not be altered, enlarged, or rebuilt for any reason. BPA, its successors and assigns, may, at its option, at any time, require the Owner to remove the encroachment from within the easement area at the Owner's expense.

AS an agency of the UNITED STATES OF AMERICA, BPA is not liable for damage to property, or injury to or death of persons (except as such liability is allowed by the Federal Tort Claims Act, 62 Stat. 982, as amended). The Owner should take adequate precautions, by insurance or otherwise, for protection from loss, damage, injury, and liability to others therefore, which may result from use of the easement area.

IN WITNESS WHEREOF, BPA has executed this instrument.

Bonneville Power Administration

By: (b) (6)  
Mari Rosales, BPA Field Realty Specialist

Aug 25, 2009  
Date

(b) (6)

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

**PERSONAL/FIDUCIARY ACKNOWLEDGMENT**  
Washington, Oregon, Idaho, Montana, and California

State of Washington        )  
  ) ss  
County of Spokane         )

On this 25<sup>th</sup> day of August, 2009, before me personally appeared **Mari Rosales**, known to me, or proved to me on the basis of satisfactory evidence, to be a **Field Realty Specialist for the Bonneville Power Administration** whose name she subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and was authorized to execute said instrument in such official or representative capacity.



Signature (b) (6)  
Printed Name LESLI D OLSON  
Notary Public in and for the State of WA  
Residing in Mead  
My commission expires 7-10-2012

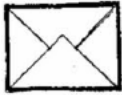
(b) (6)

# EXHIBIT A

1. These encroachments shall not be altered, enlarged, or rebuilt for any reason.
2. This agreement IS NOT TRANSFERRABLE OR ASSIGNABLE and is applicable to the current ownership of the property only. Should the Owner desire to sell or transfer ownership in the property, these encroachments must be moved off the right-of-way.
3. BPA, its successors and assigns, may at its option, at any time, require the Owner to remove the encroachment from within the easement area at the Owner's expense.
4. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
5. BPA shall not be liable for damage to your property, facilities, or injury to persons which might occur during maintenance, reconstruction, or future construction of BPA facilities as a result of your facilities being within the right-of-way.
6. Damage to BPA property, resulting from your use, shall be repaired or replaced by BPA at its option. The actual costs of such repair or replacement shall be charged to and paid by you.
7. Construction/installation, use, and maintenance of the three buildings shall be at no cost to BPA.
8. Construction of an additional transmission line within the currently vacant position of this right-of-way may occur. Should your use interfere with the construction, use or maintenance of said line, you will be required to remove such interference at no expense to BPA.
9. Access to transmission line structures by BPA's maintenance crews shall not be interfered with or obstructed.
10. Restore BPA's right-of-way to its original condition, or better once these buildings are removed.



**RETURN ADDRESS:**



Bonneville Power Administration  
Spokane District Office  
2410 E. Hawthorne Road – TERR/Bell-1  
Mead, WA 99021

**Document Title(s):**

Exhibit B to Notice of Encroachment dated August 25, 2009

**Reference Number(s) of Related Documents:**

(b) (6) BPA Notice of Encroachment  
Spokane County Recording Number (dated 9/2/2009) for BPA  
Notice of Encroachment

**Grantor**

Bonneville Power Administration

**Grantee(s) (Last Name, First & Middle Initial)**

(b) (6)

**Legal Description**

SW¼SW¼ S25 T26N R44E , Willamette Meridian, Spokane County, WA

**Assessor's Tax Parcel ID Number:**

(b) (6)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 3.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

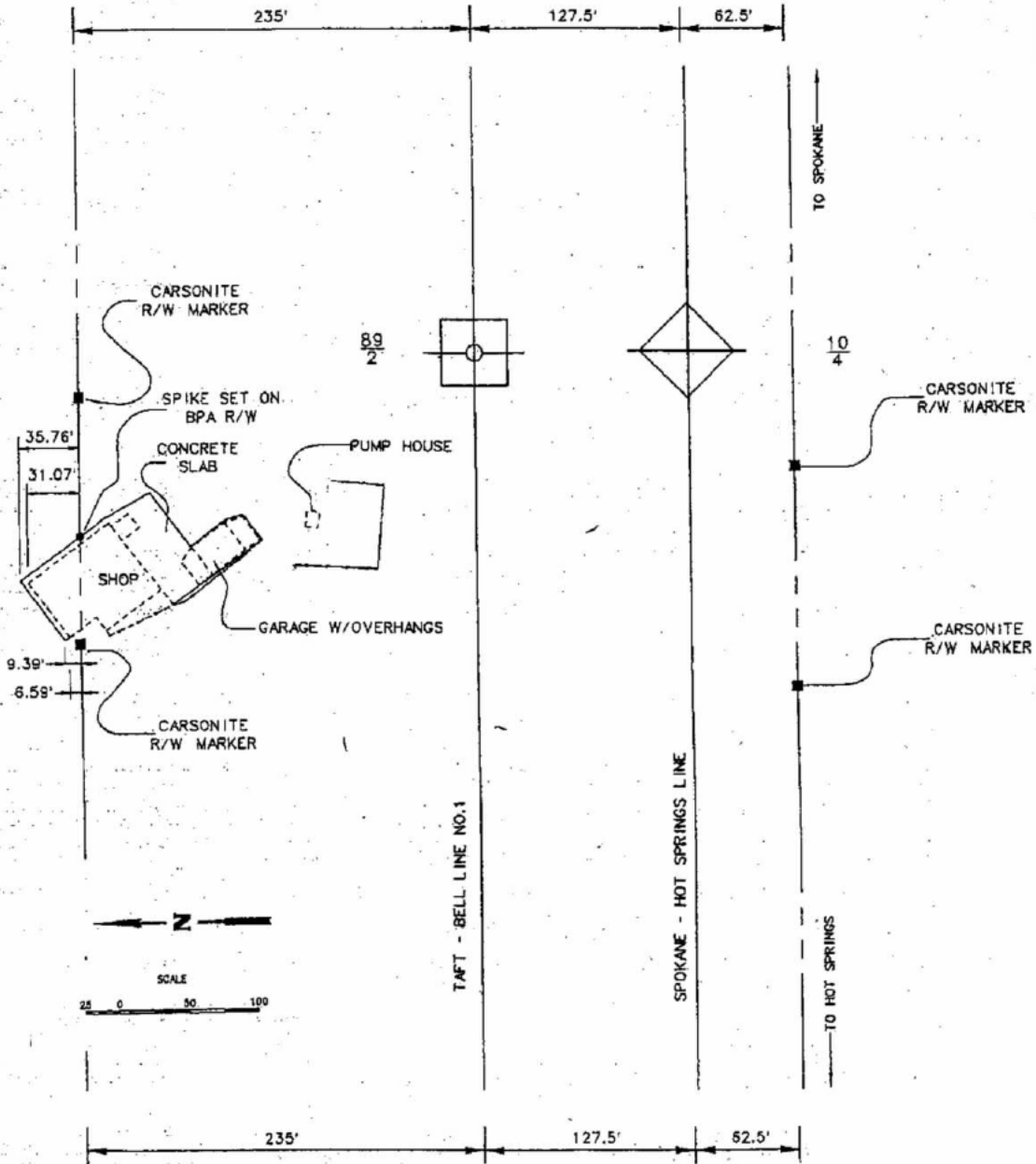
R. E. Excise Tax Exempt

Date 5-26 2010

Spokane County Treas

By (b) (6)

SEC 25 T26N R44E WM  
SPOKANE COUNTY, WA



**LEGEND**

- - - BPA EXISTING RIGHT-OF-WAY
- - - BPA TRANSMISSION CENTER LINE
- SET SPIKE
- - - ENCROACHING BUILDINGS
- - - FENCE LINE

**EXHIBIT B**

(b) (6)

BPA SURVEY EXHIBIT  
TAFT-BELL LINE - STR 89/2



**NOTICE OF ENCROACHMENT**

THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION (BPA) has a perpetual easement over property owned by (b) (6) the Encroaching Parties. The land is located in the SE1/4SE1/4, Section 23, Township 25 North, Range 44 East, Willamette Meridian, Spokane County, Washington

BPA's easement was recorded in the Spokane County Clerk's Office on August 20, 1958, in Book 739 Page 142, Deed Records of Spokane County.

The Encroaching Parties have a swimming pool, pool house, landscape block wall, arbor vitae, and fence which BPA has determined encroach upon and violates the terms of BPA's easement.

BPA has informed the Encroaching Parties that some of these encroachments are potentially hazardous because of their proximity to BPA's electric transmission facilities. In addition, they interfere with BPA's access to its electric transmission facilities.

Therefore, this instrument serves as notice that BPA does not concur with the current use of the easement area by the Encroaching Parties. BPA recommends the Encroaching Parties remove the encroachments in order to minimize safety risks to individuals and BPA facilities. BPA also recommends that the conditions on the attached Exhibit A are followed to further minimize risk.

The encroachments are shown on the attached Encroachment Survey. These encroachments shall not be enlarged, or rebuilt for any reason. BPA, its successors and assigns, may, at its option, at any time, require the Encroaching Parties to remove the encroachments from within the easement area at the Encroaching Parties' expense.

AS an agency of the UNITED STATES OF AMERICA, BPA is not liable for damage to property, or injury to or death of persons (except as such liability is allowed by the Federal Tort Claims Act, 62 Stat. 982, as amended). The Owner should take adequate precautions, by insurance or otherwise, for protection from loss, damage, injury, and liability to others therefore, which may result from use of the easement area.

IN WITNESS WHEREOF, BPA has executed this instrument.

Bonneville Power Administration

By: (b) (6) \_\_\_\_\_ 4-9-13  
Mari Rosales / \_\_\_\_\_  
Field Realty Specialist Date

(b) (6)



## EXHIBIT A

1. Storage of flammable materials or refueling of vehicles/equipment is prohibited.
2. Access to transmission line structures by BPA and/or its contractors shall not be interfered with or obstructed. A minimum 16' wide gate needs to be installed in the fence to allow access for BPA personnel and equipment.
3. Restore BPA's right-of-way to its original condition, or better once these encroachments are removed.
4. 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.
5. 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 the Encroaching Parties.
6. Should your use interfere with the construction, use or maintenance of BPA's transmission lines system, you will be required to remove such interference at no expense to BPA.
7. No modification of your present use of BPA's right-of-way is allowed.
8. These encroachments will be removed at such time as the property is sold, transferred, or changes ownership. Any costs associated with this removal will be the Encroaching Parties responsibility.

US DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

PERSONAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)  
County of Spokane) ss

On this 9<sup>th</sup> day of April, 2013, before me personally appeared Mari Rosales, known to me, or proved to me on the basis of satisfactory evidence, to be a **Field Realty Specialist for the Bonneville Power Administration** whose name is subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.

(b) (6)

Notary Public in and for the State of WA

Residing in Davenport

My commission expires 7-10-16



(b) (6)