

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

**PUBLIC AFFAIRS** 

May 5, 2011

In reply refer to: DK-7

Myrtle June Chapman

Ex 6

RE: FOIA #BPA-2011-00869-F

Dear Ms. Chapman:

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

#### You have requested the following:

'We note that the Land Use Agreements provided under prior request BPA-2011-00502-F appear to have expired as of December 31, 2010, and thus request any successor to such; and/or any Land Use Agreement between BPA and The BOC Group Inc., a.k.a. Linde LLC and/or EA Engineering pertaining to track VK-22 a.k.a. tract V-K-2-A-22 along the Vancouver-Kelso transmission line operated as Ross-Lexington No. 1; including any amendments to same."

#### Response:

BPA has provided all responsive documents in their entirety.

Pursuant to 10 CFR 1004.8, if you are dissatisfied with this determination, or the adequacy of the search, you may appeal in writing within 30 calendar days of receipt of a final response letter. The appeal should be made to the Director, Office of Hearings and Appeals, HG-1, Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA Appeal is being made.

I appreciate the opportunity to assist you. Please contact Cheri Benson, FOIA/Privacy Act Specialist at (503) 230-7305 with any questions about this letter.

Sincerely,

Christina J. Munro /s/Christina J. Munro Freedom of Information Act/Privacy Act Officer

| FOIA #  | BPA2011-00869-F   |
|---|---|
| DATE RESPONSE DUE   |   |
| DATE COMPLETED  | 5/5/2011  |
| DATE SUBMITTED TO ELLEN CAMP  | assigned to Ellen originally  |
|   |   |
| RESPONSE FROM (name)  |   |
|   |   |
| WHERE DID DOCUMENTATION CAME FROM (system name, record location, etc) | Property Management case file   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
| HOW WAS SEARCH COMPLETED (by owner name, address, location, etc)      | Searched LIS for appropriate LIS Tract ID, looked up tract ID in the Case module, determined appropriate Case number, pulled case file and made copiesfile is still an open case that the Realty Specialist is working on, so all documentation is in paper format. |
|   |   |
|   |   |
|   |   |



Bonneville Power Administration P.O. Box 491 Vancouver, Washington 98666-0491

April 18 2011

In Reply Refer To:

TERR/LMT

BPA Case No. 960067 Amendment 7

Tract No. VK-22 (FEE)

Line Name: Vancouver-Kelso (Operated as Ross-Lexington)

ADNO: 7172: Structure # 2/4

Ms.Claire Hong U.S. Environmental Protection Agency 1200 Sixth Avenue, Suite 900 Seattle, WA 98101

#### LAND USE AGREEMENT AMENDMENT NO. 7

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067 dated January 5, 1996 as follows:

This amendment No. 7 extends the expiration date of Land Use Agreement No 960067 until **December 31, 2020**.

All other terms and conditions of Land Use Agreement No. 960067 and Amendments 1, 2, 3, 4, 5, and 6 remain the same.

If you have any questions or concerns, you may call me at 360-418-2586, or email me at <a href="mailto:dmdsotert@bpa.gov">dmdsotert@bpa.gov</a>.

Sincerely.

Dawneen Dostert

Field Realty Specialist

A copy of this agreement shall be physically located at the project during construction activities.

14.6 ,2 VI

OCT 2 2 2007



#### Department of Energy

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

TRANSMISSION BUSINESS LINE

September, 7, 2007

In reply refer to: TERR-3

Case No. 960067 Tract No. VK-22 (Fee)

Line: Vancouver-Kelso (Operated as Ross-Lexington)

Transmission Line

CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto (ECL-113) U.S. Environmental Protection Agency 1200 Sixta Avenue Scattle, WA 98101

#### LAND USE AGREEMENT NO. 960067 Amendment No. 6

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067, dated January 5, 1996.

This amendment is to add well Number AMW-63. Exhibit B (attached) has been updated to show locations of all current wells and pipelines on BPA property.

All other terms and conditions of Land Use Agreement No. 960067 and amendments remain the same.

If we do not hear from you within 30 days from the receipt of this Amendment, the terms will be assumed to be acceptable.

Sincerely,

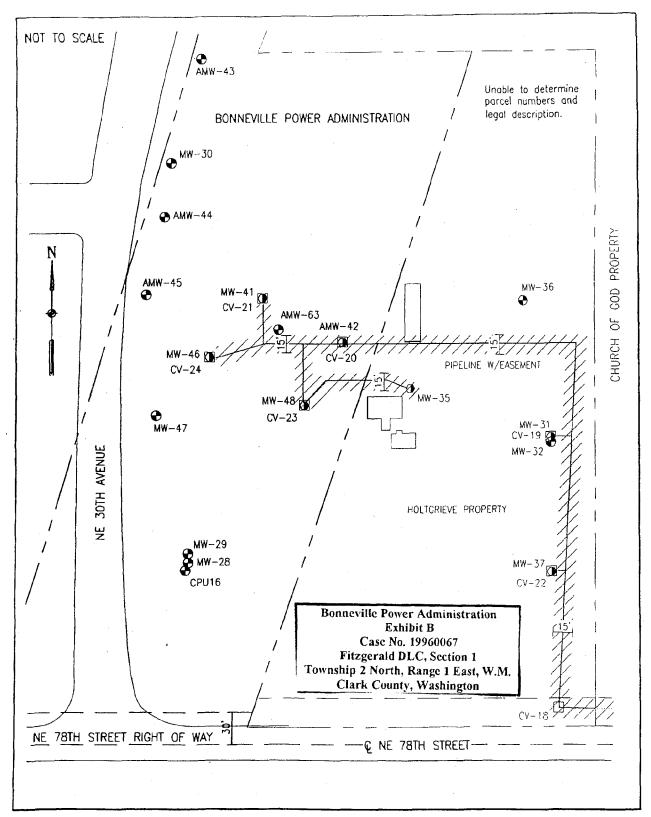
Dawneen Destert

Realty Specialist, Real Estate Field Services

Enclosure

USEPA SF 1369148

Official File Copy





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



TRANSMISSION BUSINESS LINE

MAR 0 1 2000

In reply refer to: TRF/3 (Case No. 960067)
Tract No. VK-22 (Fee)
Vancouver-Kelso (Operated as Ross-Lexington)
Transmission Line

#### CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto (ECL-113) U.S. Environmental Protection Agency 1200 Sixth Avenue Seattle, WA 98101

#### LAND USE AGREEMENT NO. 960067 Amendment No. 5

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067, dated January 5, 1996.

This amendment is to incorporate all additions of wells, and temporary and long-term piping as requested in letters from the Environmental Protection Agency (EPA) dated May 4, 1999, September 24, 1999, and February 18, 2000.

Exhibit B (attached) has been updated to show locations of all current wells and pipelines on BPA property.

All other terms and conditions of Land Use Agreement No. 960067 and amendments remain the same.

If we do not hear from you within 30 days from the receipt of this Amendment, the terms will be assumed to be acceptable.

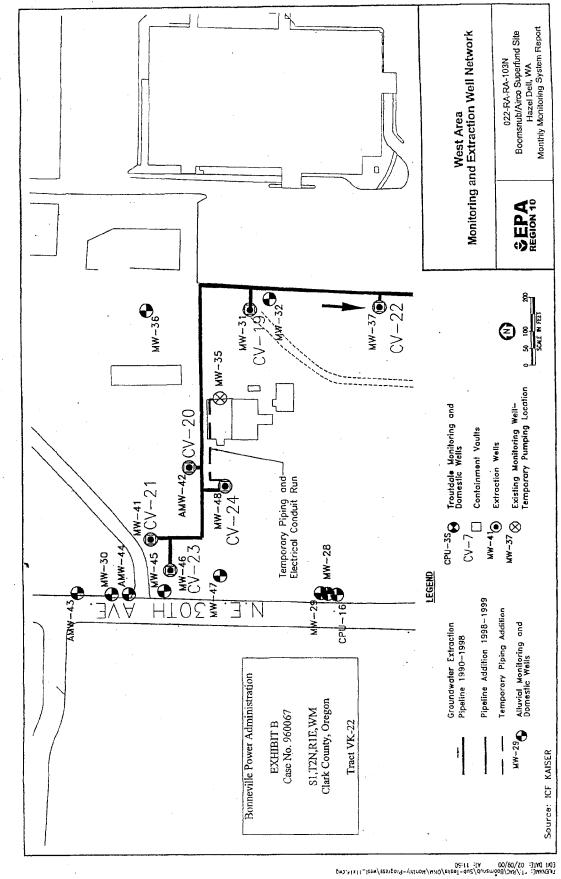
BPA appreciates the cooperation of EPA in keeping us informed of activities taking place on BPA property. This enables us to assure that our maintenance staff is aware of all activities that might impact our ability to operate and maintain our transmission system.

Sincerely,

Sue Kinish

Realty Specialist, Real Estate Field Services

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RECEIVED

MAR 1 0 1999

## Department of Energy



TRANSMISSION BUSINESS LINE

# 1899

In reply refer to: TSRF/3 (Case No. 960067) Tract No. VK-22 (FEE) Vancouver-Kelso (Operated as Ross-Lexington) Transmission Line

CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto (ECL-113) U.S. Environmental Protection Agency 1200 Sixth Avenue Seattle, WA 98101

## LAND USE AGREEMENT No. 960067 Amendment No. 4 (Revised)

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067, dated January 5, 1996, as follows:

Page 1, first paragraph, shall be amended to read:

Bonneville Power Administration (BPA) hereby agrees to the use of BPA's feeowned property for the installation, use, maintenance, and screening of monitoring wells. Effective February 9, 1999, BPA has approved the addition of two monitoring wells. Also effective February 9, 1999, BPA has approved the installation of a temporary and then a long-term pipeline connecting the two extraction wells to the extraction network. The location of these monitoring wells and the temporary and long-term pipeline are shown on the attached Exhibit B. The location of any subsurface utility lines must be cleared with BPA prior to installation. Effective August 14, 1998, BPA has approved the use of its fee-owned property for the installation, use, and maintenance of a temporary haul road.

Page 1, fourth paragraph, shall be amended to read:

This agreement covers use of BPA property by EPA, its employees or contractors, and all other parties associated with this project; specifically BOC Gases and their employees or contractors.

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Exhibit B has been added to show location of wells covered under this amendment and the temporary and long-term pipeline.

All other terms and conditions of Land Use Agreement No. 960067 and Amendments 1, 2, and 3 remain the same.

If we do not hear from you within 30 days from the receipt of this Amendment, the terms will be assumed to be acceptable.

THIS AMENDMENT IS HERE BY AUTHORIZED

Sue Kinish

Realty Specialist, Real Estate Field Services

cc:

BOC Gases/EA Engineering (via facsimile @ 425-451-7800)



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



TRANSMISSION BUSINESS LINE

JAN 2 1 1999

In reply refer to: TSRF/3 (Case No. 960067)
Tract No. VK-22 (FEE)
Vancouver-Kelso (Operated as Ross-Lexington) Transmission Line

CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto (ECL-113) U.S. Environmental Protection Agency 1200 Sixth Avenue Seattle, WA 98101

#### LAND USE AGREEMENT No. 960067 Amendment No. 3

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067, dated January 5, 1996, as follows:

Page 1, first paragraph, shall be amended to read:

Bonneville Power Administration (BPA) hereby agrees to the use of BPA's feeowned property for the installation, use, maintenance, and screening of monitoring wells. The number of temporary wells is undetermined at this time. The location of permanent wells will be determined after review of samples from the temporary wells. The location of any subsurface utility lines must be cleared with BPA prior to installation. Effective August 14, 1998, BPA has approved the use of its fee-owned property for the installation, use, and maintenance of a temporary haul road.

All other terms and conditions of Land Use Agreement No. 960067 and Amendments 1 and 2 remain the same.

Please remember that access to the right-of-way must be available to BPA crews at all times.



If we do not hear from you within 30 days from the receipt of this Amendment, the terms will be assumed to be acceptable.

THIS AMENDMENT IS HEREBY AUTHORIZED.

Sue Kinish

Realty Specialist, Real Estate Field Services

AUG 2 1 1998

Environmental Cleanup Office



## Department of Energy

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

TRANSMISSION BUSINESS LINE

AUG 1 9 1998

In reply refer to: TSRF-3 (Case No. 960067) Tract No. VK-22 (FEE) Vancouver-Kelso (Operated as Ross-Lexington) Transmission Line

#### CERTIFIED – RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto (ECL-113) U.S. Environmental Protection Agency 1200 Sixth Avenue Seattle, WA 98101

#### LAND USE AGREEMENT No. 960067 Amendment No. 2

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067, dated January 5, 1996, as follows:

Page 1, first paragraph, shall be amended to read:

Bonneville Power Administration (BPA) hereby agrees to the use of BPA's fee-owned property for the installation, use, maintenance, and screening of monitoring wells. Effective May 26, 1998, BPA has approved the addition of three temporary wells and two permanent wells. The location of any subsurface utility lines must be cleared with BPA prior to installation. Effective August 14, 1998, BPA has approved the use of its feeowned property for the installation, use, and maintenance of a temporary haul road.

The following conditions are added to the agreement:

- 17. The road shall be for private use only.
- 18. The road shall remain a minimum of 50 feet from the point where steel lattice tower legs or concrete foundations enter the earth.

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19. The BPA right-of-way shall be returned to its original condition, or better, following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed.

Exhibit A has been amended to show location of the temporary haul road.

All other terms and conditions of Land Use Agreement No. 960067 and Amendment 1 remain the same.

If we do not hear from you within 30 days from the receipt of this Amendment, the terms will be assumed to be acceptable.

THIS AMENDMENT IS HEREBY AUTHORIZED.

Sue Kinish

Realty Specialist, Real Estate Field Services

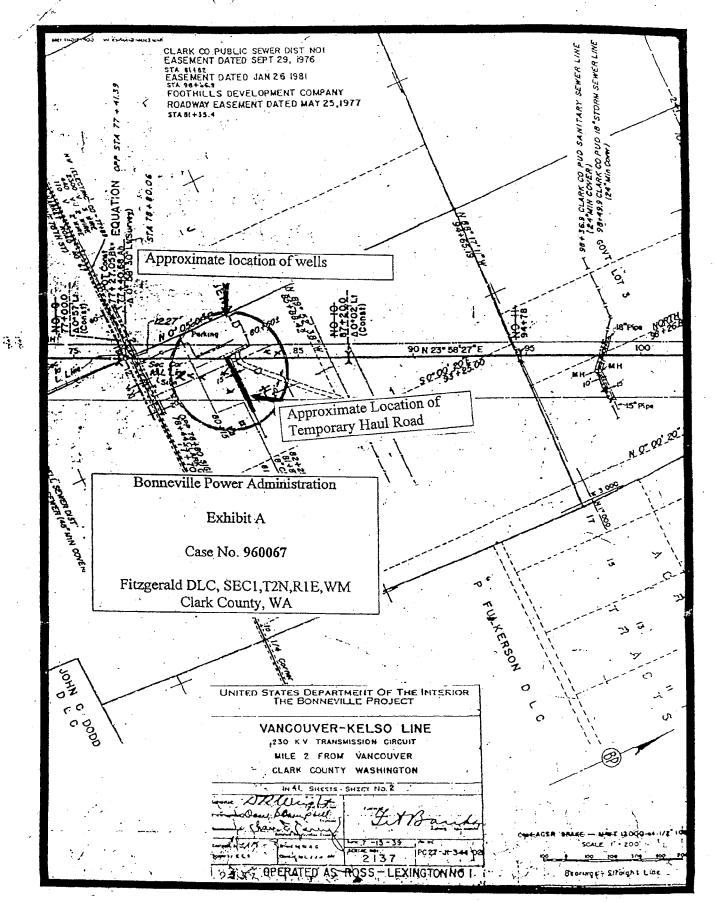


Exhibit A



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

TRANSMISSION BUSINESS LINE

MAY 28 1998

In reply refer to: TSRF-3 (Case No. 960067) Tract No. VK-22 (FEE) Vancouver-Kelso (Operated as Ross-Lexington) Transmission Line

#### CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto (ECL-113) U.S. Environmental Protection Agency 1200 Sixth Avenue Seattle, WA 98101

## LAND USE AGREEMENT No. 960067 Amendment No. 1

The Bonneville Power Administration (BPA) has amended Land Use Agreement No. 960067, dated January 5, 1996, as follows:

Page 1, first paragraph, shall be amended to read:

Bonneville Power Administration (BPA) hereby agrees to the use of BPA's fee-owned property for the installation, use, maintenance, and screening of monitoring wells. Effective May 26, 1998, BPA has approved the addition of three temporary wells and two permanent wells. The location of any subsurface utility lines must be cleared with BPA prior to installation.

Page 1, Condition 1 shall be amended to read:

Operators of construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors (wires). Drilling equipment should be limited to 17 feet in height.

Page 2, Condition 13, shall be amended to read:

This land use expires December 31, 2010. Contact this office of an extension if you are unable to complete your testing by this date.

USEPA SF 1061046 The following conditions are added to the agreement:

- 14. A BPA certified safety watcher must be present when drilling is expected to be near the overhead conductors (wires).
- 15. Underground utilities must stay at least 50 feet from the point where lattice steel tower legs enter the earth.
- 16. Underground utilities must be designed to HS-20 loading standards imposed by BPA line trucks that can weigh up to 54,000 lbs.

Exhibit A has been amended to show location of all wells.

All other terms and conditions of Land Use Agreement No. 960067 remain the same.

If we do not hear from you within 30 days from the receipt of this Amendment, the terms will be assumed to be acceptable.

THIS AMENDMENT IS HEREBY AUTHORIZED.

Sue Kinish

Realty Specialist, Real Estate Field Services

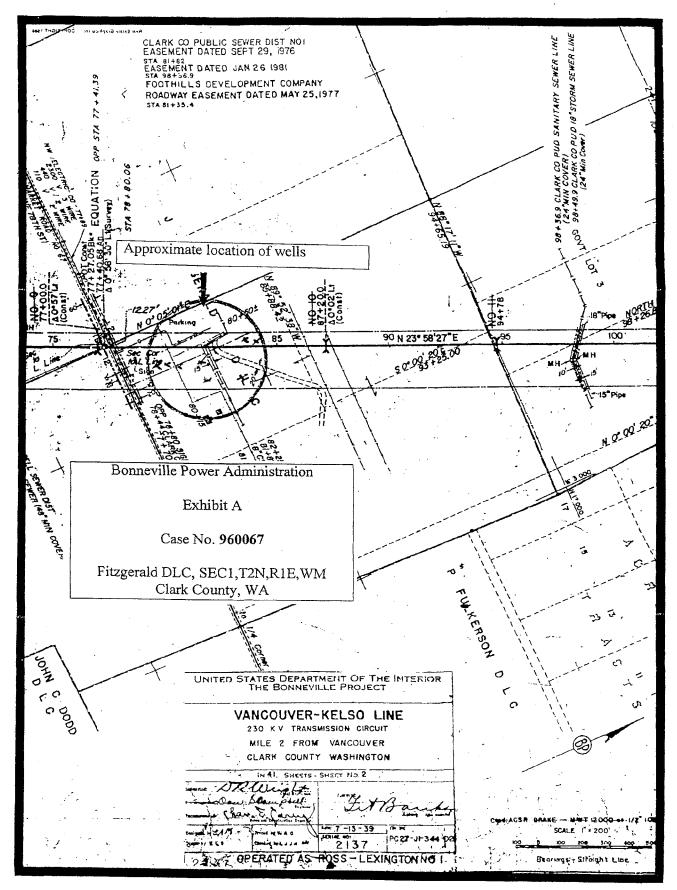


Exhibit A



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

JAN 05 1996

Tract No.: VK-22 (FEE)
LAND USE No. 960067
LINE: Vancouver-Kelso
(Operated as Ross-Lexington)

CERTIFIED - RETURN RECEIPT REQUESTED

Ms. Deborah J. Yamamoto U.S. Environmental Protection Agency 1200 Sixth Avenue Seattle, WA 98101

#### LAND USE AGREEMENT

Bonneville Power Administration (BPA) hereby agrees to the use of BPA's fee-owned property for the installation, use, maintenance, and screening of monitoring wells.

The location of your use is partially within a portion of the Fitzgerald DLC, Section 1, Township 2 North, Range 1 East, Willamette Meridian, Clark County, State of Washington, as shown approximately on the attached segment of BPA Drawing, marked Exhibit A.

There may <u>also</u> be other uses of the property which might be located within the same area as your project. There is an outstanding Agricultural Easement on this property. 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. Operators of construction equipment must maintain a minimum distance of 15 feet between equipment and transmission line conductors (wires). Drilling equipment should be limited to 29 feet in height.

USEPA SF 1061045

- 2. You shall maintain a distance of at least 50 feet between your facilities and the point where the transmission line steel lattice tower legs enter the earth.
- 3. There shall be no storage of flammable materials, or refueling of vehicles/equipment within the right-of-way.
- 4. You shall be responsible for all hazardous waste generated at the site, and no hazardous waste shall be stored on site.
- 5. All excess material generated as a result of the well installation will be removed from the site.
- 6. You shall provide BPA with a copy of all documentation received from the applicable regulatory agency or submitted to the agency concerning the wells. This shall include written verification, prior to permanently capping or removing the well, that the well closure regulations have been satisfied.
- 7. You shall provide BPA with all information concerning the wells, including information concerning the well installation, well log records, and laboratory results from all samples taken at the wells on BPA property.
- 8. You shall notify BPA upon completion of your activities and restore BPA's right-of-way to its original condition or better. The well closure shall be conducted according to applicable regulatory standards.
- 9. Access to transmission line structures and to and along the right-of-way by BPA's maintenance crews shall not be interfered with or obstructed.
- 10. The installation, use, and maintenance of your facilities shall be at no cost to BPA.
- 11. BPA shall not be liable for any damage to your facilities located within the right-of-way which might occur during maintenance, reconstruction, or future construction of its facilities.
- 12. You shall not make any changes or additions to your use of the right-of-way without BPA's review and written approval.
- 13. This land use expires December 31, 2001. Contact this office for an extension if you are unable to complete your testing by this date.

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, 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.

# 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.

You may direct any communication to this office, Bonneville Power Administration, Real Property Management (TTRC), P.O. Box 3621, Portland, Oregon 97208, or by telephoning Julie K. Rose at 1-800-836-6619 or directly at (503) 230-3291.

## THIS AGREEMENT IS HEREBY AUTHORIZED

Renee M. Ferrera

Manager, Real Property Management

(503) 230-3252

Attachment

cc:

Myrtle J. Chapman 507 West Riverside Kellogg, ID 83837

