

**Pelton Round Butte Hydroelectric Project**  
**FERC Project No. 2030**  
**Shoreline Structure Permit**

This Shoreline Structure Permit (“Permit”) is issued to [Insert Permittee] (“Permittee”) by Portland General Electric Company (“PGE”), in its capacity as the operator of Project No. 2030 and on behalf of itself and the Confederated Tribes of the Warm Springs Reservation, the Joint Licensees for Project No. 2030 (“Project”). The Permit is issued pursuant to the terms of the Shoreline Management Plan (“SMP”) issued pursuant to Article 428 of the license for Federal Energy Regulatory Commission (“FERC”) Project No. 2030, for the dock [Insert ID Number] or wave abatement structure [Insert ID Number], and associated facilities and structures described in Appendix A, which is attached to and made a part of this Permit.

1. This Permit is subject to the provisions of the SMP, as approved by FERC on January 27, 2009, and modified by its February 11, 2011, order, and subsequent FERC orders. The SMP can be found online at the following website: [www.portlandgeneral.com/about/deschutes-river/shoreline-management](http://www.portlandgeneral.com/about/deschutes-river/shoreline-management).
2. This Permit applies only to the facilities and structures described in Appendix A and depicted in Appendix B (collectively, the “Facilities”). Any Alterations, Replacements, or Restorations (as those terms are defined in the SMP) to the Facilities or structures must be approved by PGE in writing prior to such changes. Any Alteration will require a new or revised permit. Any unapproved Alterations, Replacements, or Restorations to the Facilities may result in revocation of this Permit by PGE and a requirement to remove all or part of the Facilities in accordance with paragraph 21 of this Permit.
3. If applicable, Permittee may not start construction of the Facilities until it has obtained all federal, state, and local permits or authorizations required for such construction and provided copies of such permits or authorizations to the Licensees.
4. Use of the Facilities allowed by this Permit shall comply with the provisions of the SMP, including but not limited to; the Structural Guidelines specified in the SMP.
5. Permittee shall, at all times, keep the Facilities allowed by this Permit in a safe condition and shall ensure that the Facilities do not interfere with Project operations, or the public navigational use of the lake, except as otherwise allowed under the SMP.
6. The Facilities allowed by this Permit shall not be used for human habitation, nor shall any vessel of any description moored thereto have toilet facilities located thereon or therein, unless such toilet facilities are expressly allowed by and meet the applicable city, county, state, and federal standards for such facilities.

7. All Facilities allowed by this Permit are subject to inspection by PGE. If such an inspection reveals conditions that deviate from the description in Appendix A or depiction in Appendix B, such conditions shall be corrected by the Permittee upon notification by PGE in writing. Failure by the Permittee to take action to correct the conditions for which notification has been given, by the required date as set forth in the notification, may result in revocation of the Permit and a requirement to remove the facility in accordance with paragraph 21 of this Permit.

8. Any inspection conducted by PGE hereunder is for the sole purpose of determining compliance with the terms of this Permit and the SMP. PGE's granting of this Permit and any inspection of the Facilities allowed by this Permit does not constitute a finding that such facilities are fit for their intended use or purpose and shall impose no liability or obligation upon PGE regarding the design, construction, operation, or use of the Facilities by Permittee, its invitees, or other persons. PGE makes no guarantee, warranty or representation through granting of this Permit or any inspection of the Facilities that such Facilities are otherwise legally permitted or located within legal boundary lines in which Permittee has a property right to locate, construct, and maintain the Facilities.

9. Permittee agrees not to install any buoys, floats or other objects tied or anchored in a fixed position or location within the reservoir without obtaining prior approval from PGE and all appropriate governmental authorities.

10. A permit tag provided by PGE shall be posted on the facility in a location visible and accessible from the water.

11. It is understood by Permittee that Permittee's Facilities lie within the Project boundary of FERC Project No. 2030. It is also understood by Permittee that if Permittee's Facilities are moved from the approved location and configuration as shown in Appendix B, or if Permittee's Facilities have not been maintained and as a result present a hazard to public health & safety, or if Permittee's Facilities have been altered without the proper application process or approval, action may be taken by PGE in accordance with the SMP. It is understood by Permittee that FERC reserves the right to require PGE to take reasonable remedial action to correct any violation of the terms and conditions of the SMP or its license, resulting from Permittee's non-compliance.

12. It is understood that if Permittee's Facilities remain in the location and configuration in Appendix B, and Permittee complies with the other provisions of the SMP, Permittee's Facilities will be considered consistent with the SMP and this permit and will be deemed not to interfere with the use of the Project area by PGE for Project purposes pursuant to the terms of the license for Project 2030. This permit reserves to the Permittee the right to have and maintain Permittee's Facilities in the permitted location in the permitted configuration as identified in Appendix B. Further, this Permit is subject to any applicable order, regulation, or rule of FERC or to any other governmental agency with jurisdiction. Nothing contained in this permit will alter any existing property rights within the project boundary. Permittee understands that like PGE, Permittee's use of the reservoir and shoreline is subject to federal law, including FERC rules and requirements for Project 2030.

13. Permittee agrees that the storage of any pollutant or hazardous material on Permittee's Facilities will comply with all applicable city, county, state and federal laws or regulations. Permittee further agrees that all drainage, including sewage from Permittee's Facilities or boats moored to Permittee's Facilities or shoreline will comply with all applicable city, county, state and federal laws or regulations. Storage of fuel or other hazardous materials for boat motors, jet skis, and other watercraft shall comply with all applicable federal, state, and local regulations. Permittee, shall upon written request by PGE, provide documentation of all permits and authorizations required by any federal, state, or local authority to store or discharge the materials referred to in this paragraph.

14. If cultural resource materials are discovered during work performed under this Permit, all work associated with the permitted activity must immediately cease. PGE must be immediately notified, consultation with the appropriate resource agency or governmental entity initiated and completed, and the recommended treatment and mitigation implemented prior to recommencing work.

15. Permittee agrees to defend, indemnify and hold harmless PGE from and against all claims, losses, expenses, including reasonable attorney fees, or any other liability claimed against or incurred by PGE whether by third parties or Permittee, including, but not limited to, property damages, personal injury, or loss of life related to the Facilities allowed by this Permit to the extent caused by Permittee's negligence. Further, Permittee assumes all risks of damages to said Facilities or to the property used or stored in connection therewith, resulting from reservoir level fluctuations or changes allowed by the terms of the license, or waves caused by wind or vessels, or any other cause, except to the extent such damage arises from PGE's negligence.

16. Permittee shall, at Permittee's sole cost and expense, secure and maintain during the entire term of this Permit a general liability insurance policy, in an amount not less than \$500,000 issued by an insurance company authorized to issue such insurance in the State of Oregon, insuring Permittee against loss or liability caused by or connected with Permittee's operation, maintenance, condition, or use of Permittee's Structure. Permittee shall, within 30 days of receipt, provide PGE with notice of any material modifications or cancellations of this insurance policy. If Permittee's insurance policy lapses or is modified in any material way, PGE may suspend this Permit. PGE reserves the right to negotiate an amendment to the insurance requirements under this Permit, if in PGE's reasonable judgement, the amount or type of insurance carried by Permittee has become inadequate. The provisions of this paragraph are subject to Permittee appeal pursuant to the appeal provisions outlined in the SMP.

17. If the use of the Facilities allowed by this Permit threatens to interfere with public health and safety, PGE operations or impact structural safety or stability of Project facilities, PGE will notify Permittee in writing of conditions requiring correction and will provide Permittee with a reasonable time in which to implement corrective measures.

18. Permittee is required to obtain and maintain in effect, at all times, all permits, and authorizations required by any other federal, state, or local authority to operate and maintain Permittee's Facilities.

19. The term of this permit shall expire upon termination of PGE’s hydroelectric license (May 31, 2055), unless terminated sooner by FERC or pursuant to the SMP and its appendices.

20. Written notice to PGE may be provided by mail or email as follows:

By mail: Shoreline Management  
Portland General Electric Company  
33831 E. Faraday Road  
Estacada, OR 97023

By email: pgeparks@pgn.com

Written notice to the Permittee may be provided by mail or email as follows:

[Insert Permittee Address]

[Insert Permittee Email]

It is the Permittee’s responsibility to notify PGE in writing of any changes in contact information.

21. This Permit may be revoked by PGE if the information provided in Appendix A is materially incorrect, in the event the Permittee fails to comply with any of the conditions and requirements of the SMP, this Permit, or as otherwise provided in this Permit. Prior to revocation of this Permit, PGE will seek to resolve the noncompliance through the monitoring and enforcement processes outlined in the SMP. Permittee may appeal any enforcement action pursuant to the appeal provisions outlined in the SMP. In the event PGE revokes this Permit, Permittee may be required to remove the Facilities at Permittee’s cost. If Permittee fails to remove said Facilities, PGE may remove said Facilities at Permittee’s expense.

22. If ownership of the Facilities covered by this Permit is transferred, Permittee must notify PGE of any change in the identity or address of the new Facilities owner(s) within one year of such transfer. Transfer notifications shall be provided to PGE as described in paragraph 20. If notice is not provided within one year after transfer of title to the property, PGE reserves the right to revoke this Permit in accordance with paragraph 21. PGE will issue a new permit to the new owner consistent with the terms and conditions of this Permit, which will terminate upon issuance of the new permit. For existing Facilities that have been transferred to a new Permittee, no Alterations, Replacements, or Restorations (as such terms are defined in the SMP) are authorized without undergoing a new permitting application process as set forth in the SMP.

**APPLICANT'S AGREEMENT TO TERMS AND CONDITIONS  
OF SHORELINE STRUCTURE PERMIT FOR A NEW OR EXISTING STRUCTURE**

**In consideration for PGE granting a permit for installation and use of Permittee's structures described herein, I hereby acknowledge that I understand and agree to the conditions of this Shoreline Structure Permit and the requirements and specifications as set forth in the SMP, approved February 11, 2011 and as may be modified by subsequent FERC orders, which I hereby acknowledge having received and reviewed.**

If the property is owned by an entity rather than an individual (such as an LLC, Partnership, Trust, or other joint-ownership arrangement), attach documentation of authority to sign.

**Property Owner:**

Individual or authorized Member/Representative of LLC, Partnership, Trust, or other joint-ownership arrangement.

**Sign Here:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Co-Owner/Agent/Representative:**

Individual or authorized Member/Representative of LLC, Partnership, Trust, or other joint-ownership arrangement.

**Sign Here:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*(Below is to be completed by PGE)*

**SHORELINE STRUCTURE PERMIT FOR A NEW OR EXISTING STRUCTURE**

**PERMIT NUMBER:** [Insert Permit Number]

**PGE hereby issues to the above Permittee this Shoreline Structure Permit to construct and maintain the proposed facilities as shown on the attached plans.**

**PGE By:** \_\_\_\_\_

**Lindsay Smith, Manager, Parks & Recreation Department**

**Date:** \_\_\_\_\_

# Appendix A

## Shoreline Structure Permit Application

## **Appendix B**

### **Aerial Photo**