

Pelton Round Butte Hydroelectric Project
FERC Project No. 2030
Mooring Buoy Permit

This Mooring Buoy Permit (“Permit”) is issued to [Insert Permittee] (“Permittee”) by Portland General Electric Company (“PGE”), in its capacity as the operator of the Pelton Round Butte Hydroelectric Project, Federal Energy Regulatory Commission (“FERC”) Project No. 2030 on behalf of itself and the Confederated Tribes of the Warm Springs Reservation, the “Joint Licensees” for Project No. 2030. This 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 proposed mooring buoy(s) [Insert ID Number] 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.
2. This Permit is only for the mooring buoy(s) described in Appendix A. Any Alterations, Replacements or Restorations (as those terms are defined in the SMP) to the mooring buoy(s) 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 mooring buoy(s) may result in revocation of this Permit by PGE and a requirement to remove all or part of the mooring buoy(s) in accordance with paragraph 20 of this Permit.
3. Permittee may not start construction or placement of the mooring buoy(s) described in Appendix A until it has obtained all federal, state, and local permits or authorizations required for such construction or placement, operation and maintenance, and provided copies of such permits or authorizations, or waivers of the need for such permits or authorizations, to PGE. Permittee is required to maintain in effect, at all times, all permits, and authorizations required by any federal, state, or local authority to construct, operate and maintain the mooring buoy(s) allowed by this Permit.
4. Construction and use of the mooring buoy(s) allowed by this Permit shall comply with the provisions of the SMP, including but not limited to the Mooring Buoy Principles/Criteria specified in Section 3.1.3 of the SMP.
5. Permittee shall at all times keep the mooring buoy(s) allowed by this Permit in a safe condition and shall ensure no interference with Project operations or the public navigational use of the reservoir.
6. No vessel of any description moored to the mooring buoy(s) allowed by this Permit shall have toilet facilities located thereon or therein, unless such toilet facilities are expressly allowed by and shall meet all applicable city, county, state, and federal standards for such facilities.

7. The mooring buoy(s) allowed by this Permit is subject to inspection by PGE. If such an inspection reveals conditions that deviate from the description in Appendix A, such conditions will be corrected immediately by the Permittee upon notice by PGE. Failure by the Permittee to take immediate action to correct such conditions by the required date as set forth in the notification may result in revocation of this Permit and removal of the mooring buoy(s) in accordance with paragraph 20 of this Permit.

8. Any inspection conducted by PGE 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 mooring buoy(s) allowed by this Permit does not constitute a finding that any mooring buoy is fit for its intended use or purpose and shall impose no liability or obligation upon PGE regarding the design, construction, operation, or use of such mooring buoy by Permittee, its invitees or other persons.

9. On an annual basis, Permittee agrees to complete an inspection of the mooring buoy(s) to ensure safe condition. PGE will supply a form with specific inspection parameters and requirements. Permittee shall complete the inspection and provide PGE with the completed form before May 15 each year. Failure to timely complete this inspection may result in revocation of this Permit and removal of the mooring buoy(s) in accordance with paragraph 20 of this Permit.

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

11. A permit tag provided by PGE shall be posted on the mooring buoy(s) in a location visible and accessible from the water.

12. It is understood by Permittee that any mooring buoy herein described lies within the Project boundary of FERC Project No. 2030. Permittee covenants that the use of any mooring buoy allowed by this Permit will not endanger health, create a nuisance, or otherwise be incompatible with the overall Project recreational use. This Permit is also subject to the condition that the Permittee's use of the mooring buoy(s) shall not adversely affect the environmental qualities, including aesthetic values, of the area.

13. Nothing in this Permit grants or is intended to grant Permittee any rights that are not consistent with the Joint Licensees' right to the full use and operation of the Project. This Permit reserves to PGE and its successors the right to use the Project area for all Project purposes. Further, this Permit is subject to any order, regulation or rule of the FERC or any other governmental agency which now is in effect or may hereafter be made affecting Project 2030. Permittee hereby waives and releases any claim or action at law or in equity that it may have against PGE as the result of the compliance by PGE with such order, rule or regulation.

14. Permittee agrees not to use, handle, dispose, or store, or allow the use, handling, disposal or storage of, any pollutant or Hazardous Substance on any boat moored to a mooring buoy allowed by this Permit and agrees that no drainage, handling, use, or disposal, including from

sewage from the boats moored to said mooring buoy(s), will contaminate or pollute the waters of the State of Oregon or of the United States and that Permittee will control or cause to be controlled all drainage at all times so that it will comply with all applicable city, county, state and federal laws and regulations. "Hazardous Substance" shall be interpreted in the broadest sense to include any and all substances, emissions, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any environmental law, rule, regulation, ordinance or like requirement. Hazardous Substance shall also include, but not be limited to, fuels, petroleum and petroleum derived products. Notwithstanding the foregoing, Permittee shall be permitted to use, handle, or store, or allow to be used, handled or stored, reasonable and appropriate quantities of petroleum or petroleum-derived products fully contained within boats or motors attached thereto.

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

16. *[Include if Government Entity:* Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300], Permittee agrees to defend, indemnify and hold harmless PGE from and against all claims, losses, expenses, including attorney fees, or any other liability claimed against or incurred by PGE, including, but not limited to, property damages, personal injury, or loss of life arising out of the construction, placement, maintenance, condition, or use of any mooring buoy allowed by this Permit. Further, Permittee assumes all risks of damages to said mooring buoy(s) or to any boats moored thereto, resulting from reservoir level fluctuations or changes by any cause whatsoever, including but not limited to Project operations, waves caused by wind or vessels, or any other cause.

17. If the use of the mooring buoy(s) allowed by this Permit threatens to interfere with Project operations, impact structural safety or stability, or result in environmental degradation, PGE will notify Permittee of conditions requiring correction and will provide Permittee with a reasonable time in which to implement corrective measures, as provided in Section 3.5 of the SMP.

18. The term of this Permit shall expire on the tenth anniversary of the date of issuance by PGE, unless terminated sooner by FERC or pursuant to the provisions of paragraph 20.

19. 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.

20. 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 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 mooring buoy(s) described in Appendix A at Permittee's cost. If Permittee fails to remove said mooring buoy(s) within 15 days of notification by PGE that removal is required, then PGE may remove said mooring buoy(s) at Permittee's expense.

21. This Permit is not transferable.

22. If Permittee permits the use of the mooring buoy(s) allowed by this Permit by any third party, it shall ensure that such third party complies with the terms of this Permit.

**APPLICANT'S AGREEMENT TO TERMS AND CONDITIONS
OF MOORING BUOY PERMIT**

I understand and agree to the conditions of the foregoing Mooring Buoy Permit and the requirements and specifications as set forth in the Joint Licensees' Shoreline Management Plan, approved February 11, 2011, and as may be modified by subsequent FERC orders, which I hereby acknowledge having received and reviewed. I accept the Permit issued hereunder.

Sign Here: _____

Date: _____

(Below is to be completed by PGE)

MOORING BUOY PERMIT

PERMIT NUMBER: [Insert Permit Number]

PGE hereby issues to the above Permittee this Mooring Buoy Permit to construct and maintain the proposed mooring buoy(s) as shown on the attached plans.

PGE By: _____

Lindsay Smith, Manager, Parks & Recreation Department

Date: _____

Appendix A

Mooring Buoy Permit Application