

FERC Project No. 2030
Shoreline Structure Permit
For a New or Transferred Structure

This Shoreline Structure Permit for a new or transferred structure ("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 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
2. This Permit applies only to the facilities and structures described in Appendix A and depicted in Appendix B. Any Alterations (as that term is defined in the SMP) to the facilities or structures must be approved by PGE in writing prior to such changes. Any unapproved Alterations to the facility or structures may result in revocation of the Permit and a requirement to remove all or part of the facility in accordance with paragraph 21 of this Permit.
3. If applicable, Permittee may not start construction of the facilities described in Appendix A 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. Construction and 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 Section 3.2 of the SMP. For existing facilities that have been transferred to a new Permittee, no construction is authorized by this Permit. PGE will provide Permittee with an aerial photo of the permitted structure within a reasonable time after construction is complete (or, for transferred permits, shortly after this Permit is executed). Aerial photos will be automatically attached and incorporated herein as Appendix B.

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 normal public navigational use of the lake.

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 shall 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 immediately by the Permittee upon notification in writing. Failure by the Permittee to take immediate 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 or its invitees.

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 regulatory 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 the facilities herein described lie within the FERC-licensed Project boundary. Permittee covenants that the use of the facilities allowed by this Permit will not endanger health, create a nuisance, or otherwise be incompatible with the overall Project recreational or operational use. This Permit is also subject to the condition that the Permittee's use of the facilities or adjoining premises shall not adversely affect the environmental qualities, including aesthetic values, of the area.

12. This Permit reserves to PGE and its successors and assigns the right to use the facility and structures 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 the Project. Permittee hereby waives and releases any claim or action at law or equity that it may have against PGE as the result of the compliance by PGE with such order, rule or regulation.

13. Permittee agrees not to store any pollutant or hazardous material on or at the facilities allowed by this Permit and that no drainage, including sewage from the premises, docks or boats moored to such facilities or the shoreline will contaminate or pollute the waters of the Project and that Permittee will control all drainage at all times so that it will comply with all applicable city, county, state and federal laws or regulations.

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 implemented prior to recommencing work.

15. 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 whether by third parties or Permittee, including, but not limited to, property damages, personal injury, or loss of life related to the facilities or structures allowed by this Permit. Further, Permittee assumes all risks of damages to said facilities or structures or to the property used or stored in connection therewith, resulting from lake level fluctuations or changes, waves caused by wind or vessels, or any other cause.

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. To the fullest extent permitted by law, the insurance must include PGE, its affiliates, and their respective officers, directors, agents and employees as additional insureds. This insurance must apply as primary insurance without any contribution from any other insurance afforded to or self-insurance maintained by such additional insured. There must not be any endorsement or modification of this insurance to make it excess over any other insurance available to such additional insured. PERMITTEE shall cause its insurer to waive all rights to recover any payments made from PGE, its affiliates, and their respective officers, directors, agents and employees. PERMITTEE shall, within 30 days of receipt, provide PGE with notice of any 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, subject to the procedures of Section 4.8 of the SMP. If PERMITTEE's insurance policy is cancelled and is no longer generally commercially available, PERMITTEE shall notify PGE within 60 days of cancellation, and the parties shall meet and negotiate a suitable substitute to the insurance otherwise required by this Paragraph. Such a substitute could include, but is not limited to, full or partial indemnification of PGE, self-insurance, provision of a surety bond, letter of credit or comparable financial guarantee. If insurance becomes commercially available at some point in the future, PERMITTEE may elect to replace the substituted method with a new general liability insurance policy and shall notify PGE of the replacement. Any decision by PGE on this issue shall be subject to the procedures of Section 4.8

of the SMP. PGE's failure to demand the Certificate of Insurance or to identify a deficiency from the Certificate of Insurance or other evidence provided will not be deemed a waiver of PGE's rights or PERMITEE's obligations. Furthermore, these insurance requirements must not be construed in any manner as waiving, restricting, or limiting PGE's rights or PERMITEE's obligations under this Agreement. PGE does not represent that coverage and limits required herein will be adequate to protect PERMITEE. PERMITEE remains responsible for any liability not paid by insurance. PGE reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in PGE's reasonable judgement, the amount or type of insurance carried by PERMITEE has become inadequate.

17. If the use of the facilities allowed by this Permit threatens to interfere with operations, impact structural safety or stability, or result in environmental degradation of the Project, 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 construct, operate and maintain the facilities allowed by this Permit, and shall upon written request by PGE provide documentation of such permits and authorizations.

19. The term of this Permit is ten (10) years from the date of execution, unless terminated sooner by FERC or pursuant to the provisions of paragraph 21. This Permit may be renewed by the Parties for a subsequent 10-year term provided Permittee is fully in compliance with the terms of this Permit at the time of renewal. Permittee must request an extension of this Permit no less than 30 days prior to the end of the term.

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 certified mail as follows:

[Insert Permittee Address]

It is the Permittee's responsibility to notify PGE in writing of any change of address.

21. This Permit may be revoked by PGE if the information provided in Appendix A is materially incorrect, or in the event the Permittee fails to comply with any of the conditions and requirements of this Permit. In the event PGE revokes this Permit, Permittee may be required to remove the facilities described in Appendix A at Permittee's cost. If Permittee fails to remove said facilities, PGE may remove said facilities at Permittee's expense.

22. This Permit is transferable with title to the property to which it is connected. It is the Permittee's obligation to notify PGE of any change in the identity or address of the property owners. Transfer notifications shall be provided to PGE as described in paragraph 20. If notice is not provided within one year, PGE reserves the right to revoke the Permit in accordance with paragraph 21.

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

In consideration for PGE granting a permit for Permittee's structures described above, I hereby acknowledge that I understand and agree to the conditions of the foregoing shoreline structure Permit and the requirements and specifications as set forth in the SMP, approved January 27, 2009, modified in 2011, and as may be modified by subsequent FERC orders, which I hereby acknowledge having received and reviewed.

Sign Here:

*Pelton Round Butte Hydroelectric Project
FERC Project No. 2030*

*Shoreline Structure Permit
For a New or Transferred Structure
JRG Approved for Use through 12/31/23*

Date

(Below is to be completed by PGE)

SHORELINE STRUCTURE PERMIT FOR A NEW OR TRANSFERRED STRUCTURE

STRUCTURE ID NUMBER: [Insert ID Number]

PGE hereby issues to the above Permittee this Shoreline Structure Permit for the structures as described in Appendix A, and or Appendix B.

PGE By: _____

Tony Dentel, Manager, Parks & Recreation Department

Date:

Appendix A

Shoreline Structure Permit Application

Appendix B

Aerial Photo(s) of Permitted Structure(s)