



29799 SW Town Center Loop E, Wilsonville, OR 97070
 Phone: 503.682.4960 Fax: 503.682.7025
 Web: www.wilsonvilleoregon.gov

Planning Division Development Permit Application

Final action on development application or zone change is required within 120 days per ORS 227.175 or as otherwise required by state or federal law for specific application types.

A pre application conference may be required.

The City will not accept applications for wireless communication facilities or similar facilities without a completed copy of a Wireless Facility Review Worksheet.

The City will not schedule incomplete applications for public hearing or send administrative public notice until all of the required materials are submitted.

Applicant:

Name: Laura Bishop (Manager, Property Rights Organization)

Company: Portland General Electric (PGE)

Mailing Address: 121 SW Salmon Street

City, State, Zip: Portland, OR 97204

Phone: 503-464-2328 Fax: _____

E-mail: laura.bishop@pgn.com

Property Owner:

Name: PGE easements (See Appendix B)

Company: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Authorized Representative:

Name: Jiin Brunke (Planner)

Company: David Evans and Associates, Inc.

Mailing Address: 2100 S River Parkway, Suite 100

City, State, Zip: Portland, OR 97201

Phone: 503-499-0479 Fax: _____

E-mail: jiin.brunke@deainc.com

Property Owner's Signature:

Printed Name: _____ Date: _____

Applicant's Signature: (if different from Property Owner)

Printed Name: _____ Date: _____

Site Location and Description:

Project Address if Available: See Appendix C, D, and the narrative Suite/Unit _____

Project Location: _____

Tax Map #(s): _____ Tax Lot #(s): _____ County: ☐ Washington ☐ Clackamas

Request:

Utility pole maintenance, replacement, and installation

Project Type: Class I ☐ Class II ☐ Class III ☒

☐ Residential ☐ Commercial ☐ Industrial ☒ Other: Utility

Application Type(s):

- | | | | |
|--|---|---|--|
| ☐ Annexation | ☐ Appeal | ☐ Comp Plan Map Amend | ☐ Parks Plan Review |
| ☐ Final Plat | ☐ Major Partition | ☐ Minor Partition | ☐ Request to Modify Conditions |
| ☐ Plan Amendment | ☐ Planned Development | ☐ Preliminary Plat | ☒ Site Design Review |
| ☐ Request for Special Meeting | ☐ Request for Time Extension | ☐ Signs | ☐ Stage II Final Plan |
| ☐ SROZ/SRIR Review | ☐ Staff Interpretation | ☐ Stage I Master Plan | ☐ Variance |
| ☒ Type C Tree Removal Plan | ☐ Tree Permit (B or C) | ☐ Temporary Use | ☐ Other (describe) |
| ☐ Villebois SAP | ☐ Villebois PDP | ☐ Villebois FDP | |
| ☐ Zone Map Amendment | ☐ Waiver(s) | ☒ Conditional Use | |



Memo

To: City of Wilsonville

From: Meredith Armstrong, Senior Manager Local Government Affairs and Business Development, Portland General Electric Company

Date: September 24, 2025

Introduction

Portland General Electric Company ("PGE") submits the attached documentation to confirm its authority to sign off as the landowner for the Pearl Sherwood project. Existing easement rights and agreements give PGE the authority and legal right to proceed with the work described in the application.

Project Scope of Work

The scope of work for the Pearl Sherwood in Wilsonville is to upgrade an existing electric line by reconductoring the line, add a small new line segment and add additional poles. The scope of work is entirely contained within easement areas held by PGE, as illustrated in the attached project map.

Easement Details

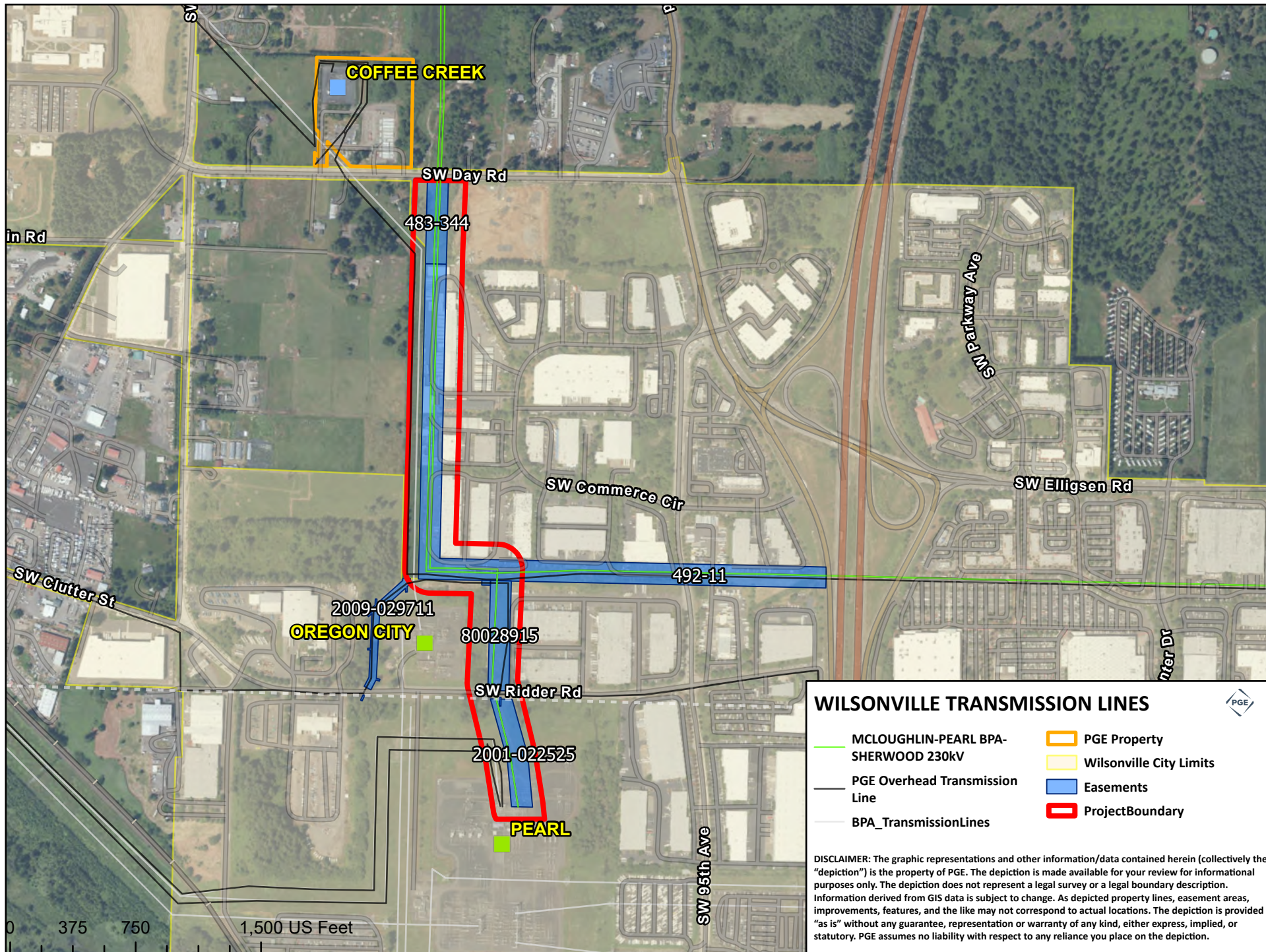
- PGE Easements with private owners (492-11 and 483-344): These easements grant PGE the perpetual right to enter upon the land and to erect, maintain, repair, rebuild, operate, and patrol electric power transmission lines and related infrastructure. The easement language also includes the right to clear and restrict vegetation within the right-of-way. No further permission is required from the fee owner for PGE to enter upon the land and to erect, maintain, repair, rebuild, operate, and patrol electric power transmission lines and related infrastructure. The work proposed in the Pearl Sherwood project is consistent with these rights and is within the easement area.
- PGE Easements with BPA (80028915 and 2001-022525): PGE has entered into a land use agreement with BPA grants PGE the right to construct, use and maintain a transmission line in the easement area. This easement confirms PGE's authority to perform the work outlined in the project scope within these easement areas. No further permission is required from BPA for PGE to enter upon the land and to erect, maintain, repair, rebuild, operate, and patrol electric power transmission lines and related infrastructure

Conclusion

The proposed work is fully contained within the defined easement areas and the easement language explicitly authorizes the activities contemplated in the project scope, therefore no additional approval from the underlying property owner is required. PGE should be authorized to sign off as the landowner for the Pearl Sherwood project.

Please let us know if any additional documentation or clarification is needed.





PGE REAL PROPERTY LAND DOCUMENT INDEX SUMMARY

PGE AUDIT NO. 34051-00				DATE 12/17/2014	
RECORD INFORMATION			LAND DOCUMENT TYPE <i>(check one)</i>		
EFFECTIVE DATE 8/15/1980			☐ CONTRACT ☐ DEED ☐ LEASE ☐ LICENSE ☐ OTHER LAND DOC. <i>(mortgage, sale, resolution, covenant, etc)</i> ☐ EASEMENT - DISTRIBUTION ☐ EASEMENT - RELEASE ☐ EASEMENT - TRANSMISSION ☐ EASEMENT - AERIAL ☐ EASEMENT - ANCHOR ☐ EASEMENT - ROAD ☐ EASEMENT - SEWER ☐ EASEMENT - UTILITY ☒ EASEMENT - OTHER ☐ PERMIT - CORPS OF ENGINEERS ☐ PERMIT - HIGHWAY (ODOT) ☐ PERMIT - U S FOREST SERVICE ☐ PERMIT - RAILROAD ☐ PERMIT - OTHER _____ <i>(agricultural, BPA, etc)</i>		
EXPIRATION DATE					
DRAWING NO NA					
LAND NO.					
COUNTY <i>(County only inside OR, state only outside OR)</i> Washington		STATE OR			
PLAT MAP I D (e g., D21-17) C31-02					
TOWNSHIP / RANGE / SECTION (e g , T1N R2E 23) T3S R1W 02					
SITE NAMES (DO NOT USE COMMAS)					
SITE NAME			SITE NAME		
SITE NAME			SITE NAME		
PARTIES TO ARGEEMENT (DO NOT USE COMMAS)					
PARTY BPA			PARTY		
PARTY			PARTY		
COMMENTS / KEY WORDS Easement					
CONTRACTING OFFICER		STAFF CONTACT		DEPARTMENT 791	
* TOTAL CONTRACT VALUE \$ 0 If value is zero, please mark as "0"			PAYMENT TERMS & CONDITIONS		
ACCOUNTING DISTRIBUTION					
BU	OU	ACCT	CE	DEPT	AWO FWO
ROUTING					
SEND <u>ORIGINAL</u> AGREEMENT with this <u>ORIGINAL</u> DOCUMENT SUMMARY to: RIM, 3WTC0104 WITHIN 5 DAYS of document signing				 RIM	

AUDIT NO. 34051
PARTIES: BPA
DATE: 8/15/80
DOCUMENT TYPE: Easement
AMOUNT: \$7,625.00

PORTLAND GENERAL ELECTRIC COMPANY

CORPORATE ACCOUNTING DOCUMENT REVIEW CHECKLIST

Procedure	(Answer Yes, No or N/A)	Procedure Completed (Initials)
1. Determine if accounting involvement is indicated and/or implemented.	yes	De
2. Confirm accounting information.		
3. Implement accounting.		
4. Check accounting distribution.		
5. Correct accounting distribution.		
6. Institute billing.		
7. Determine expiration date or dates.	NONE	De
8. Determine notification dates.	N/A	De
9. Review index card to ensure correct information as to parties, dates, description, etc.	yes	DP
10. Review suspense card as to correct information.	N/A	De
11. Review backing sheet to ensure correct information.		
12. Review contract to ensure it is an original signed document. (If deeds to PGE, check to ensure recorded.)		
13. Review contract to ensure attachments referred to in body of contract that are legally part of the contract are attached or included.		
14. Enter the notification date on the suspense card.	N/A	De
15. Enter the expiration date on the backing information block.	N/A	De
16. Card for Corporate Accounting nonmonthly payment tickler card prepared.	N/A	De

Tract No. VE-176 (Parcel 2)
(Part of Oregon City
Substation)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, does hereby grant unto PORTLAND GENERAL ELECTRIC COMPANY, Grantee, and its assigns, an easement to construct, use, and maintain a transmission line over, under, upon and across the east 125 feet of the Bonneville Power Administration's fee-owned Tract No. VE-176 (Parcel 2), which is also a part of the Oregon City Substation, in the SE 1/4 SW 1/4 of Section 2, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon, said Parcel 2 is more particularly described as follows:

Approved As To Description

Eng. Dept.

Beginning at a point which is the intersection of the northerly line of the County road, running east and west along the south line of the SW 1/4 of said Section 2, with the easterly right-of-way line of the Vancouver-Eugene transmission line, said point being S.89°30'52"W., a distance of 1215.66 feet and N.0°20'00"W., a distance of 20.0 feet from the quarter section corner common to Sections 2 and 11, Township 3 South, Range 1 West, Willamette Meridian; THENCE, N.0°20'00"W., along the easterly right-of-way line of the Vancouver-Eugene transmission line a distance of 660.34 feet; THENCE, N.89°43'21"E., a distance of 555.16 feet; THENCE, S.0°18'29"E., a distance of 658.33 feet to a point on the northerly line of the said County road; THENCE, S.89°30'52"W., along the northerly line of said County road a distance of 554.87 feet to the true point of beginning, and as shown crosshatched on Bonneville Power Administration Drawing No. 83500 DTM-D, marked Exhibit A, attached hereto and by this reference made a part hereof.

Parcel 2 of Tract No. VE-176 was acquired with other land by the United States of America on April 22, 1940, and recorded April 23, 1940, in Book 189, Page 49, Deed records of said County, File No. 3769.

Subject to outstanding rights.

This easement shall not interfere with any present use by the UNITED STATES OF AMERICA.

Reserving unto the United States and its assigns, the right to maintain existing electric transmission lines and facilities, and where such use will not unreasonably interfere with Grantee's use, to erect and maintain future transmission lines and facilities over and across the said easement.

Reserving the right of access to and along Bonneville Power Administration's fee-owned facilities.

It is understood and agreed that the Grantee, and its assigns, shall be liable for any damage to the property of the United States including transmission lines and structures, arising out of or resulting from negligent acts

of said Grantee's employees, agents, or assigns acting within their authority in construction, reconstruction, or maintenance of said transmission line easement upon the property of the United States.

Should the rights granted herein no longer be used or needed for transmission line purposes for a consecutive five-year period, or abandonment thereof, and upon written notice by the United States to PORTLAND GENERAL ELECTRIC COMPANY, or its assigns, all rights granted by this easement shall automatically terminate and the title thereto revert in the United States.

TO HAVE AND TO HOLD the above-described easement unto PORTLAND GENERAL ELECTRIC COMPANY, and its assigns, forever.

The true and actual consideration for this easement is SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$7,625.00).

This conveyance is made pursuant to the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended, and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319), and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of the easement will not be adverse to the interests of the United States.

Dated at Portland, Oregon, this 15th day of August, 1980.

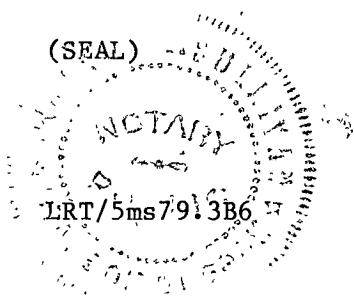
UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration
by Charles N. Wait
~~Chief, Branch of Land~~
Director, Division of Land

STATE OF OREGON)
) ss:
County of Multnomah)

On this day personally appeared before me Charles N. Wait, to me known to be the Director, Div. ~~Chief, Branch~~ of Land, Bonneville Power Administration, described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of August, 1980.

(SEAL)



Dorothy L. Sullivan
Notary Public for Oregon
My Commission Expires: September 21, 1981

INTER-OFFICE COMMUNICATION
PORTLAND GENERAL ELECTRIC COMPANY

34051

Date September 15, 1980

To David Moon
Jock Coombe

From John Fishback

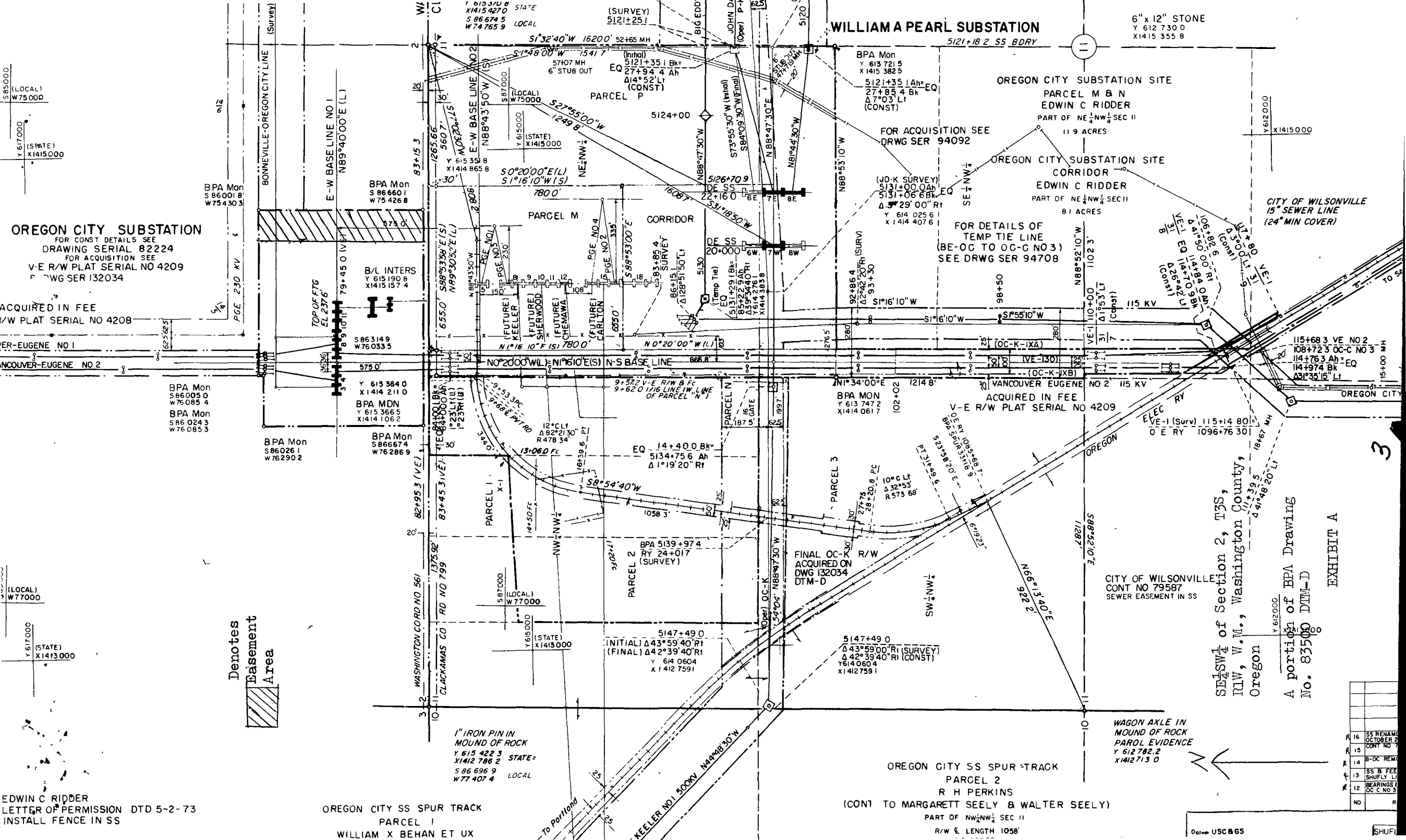
Subject Audit No. 34051
Land Department No. 5863
Easement

Enclosed for your file is an Easement granted to PGE by
Bonneville Power Administration on our McLoughlin to St.
Mary's 230kV transmission line.

ee
Encl.

cc: John Wiitala
Ed Miska

File
HW
5-11-81



RETURN TO:

PORTLAND GENERAL ELEC. CO

LAND DEPT

121 SW SALMON ST

PORTLAND ORE 97204

STATE OF OREGON

County of Washington

SS *dud*

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county

10⁵⁰/_C
ROGER THOMSEN, Director of
Records & Elections

INDEXED

1980 AUG 21 AM 10:05

4

AUDIT NO.	<u>34051</u>
DATE	<u>9-15-80</u>
NAME	<u>W. J. A.</u>
LOCATION	_____
SECTION	_____ T. _____ R. _____
COUNTY	_____
DOCUMENT COVERS	<u>McFadden</u> <u>St Mary 230 KJ line</u>
RENTAL	_____
EXPIRES	_____

PGE REAL PROPERTY LAND DOCUMENT INDEX SUMMARY

PGE AUDIT NO. 88973-00		DATE 1/20/2022
RECORD INFORMATION		
EFFECTIVE DATE 3/16/2001		DOCUMENT CATEGORY Easement
EXPIRATION DATE		DOCUMENT TYPE Contract
PLAT MAP I.D. (e.g., D21-17) C31-11		TOWNSHIP / RANGE / SECTION (e.g., T1N R2E 23) T3S R1W 11
COUNTY Clackamas	STATE OR	JOB NO. N/A
SITE NAMES		
SITE NAME		
PARTIES TO AGREEMENT		
Bonneville Power Administration		
COMMENTS BPA's Pearl Substation		
TERMS & CONDITIONS		
STAFF CONTACT Anthony Blackham	DEPARTMENT 791	
ACCOUNTING DISTRIBUTION		
ACCOUNTING	TOTAL CONTRACT VALUE	
ROUTING		
SEND <u>ORIGINAL</u> AGREEMENT with this <u>ORIGINAL</u> DOCUMENT SUMMARY to: RIM, 3WTCFST WITHIN 5 DAYS of document signing.		 RIM

10 4/4
\$1000

CHICAGO
175201

RECORDED IN CLACKAMAS COUNTY
JOHN KAUFFMAN, COUNTY CLERK

2001-022525



\$41.00

00127906200100225250040046

04/02/2001 02:28:52 PM

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TR - 3
P.O. BOX 3621
PORTLAND, OR 97208-3621

D-E Cnt=1 Stn=3 BEVERLY
\$20.00 \$11.00 \$10.00

Situated in the NW¼, Section 11, Township 3
South, Range 1 West, Willamette Meridian,
Clackamas County, Oregon, more particularly
described as shown on Exhibit A. (Affects
reference parcel R31W1102100 and
R31W1102200)

BPA COPY

Consideration is for mutual benefit

Tract Nos. OREC-SS-Parcel M&N
OREC-SS-Parcel P

**CONTRACT AND GRANT OF EASEMENT
Transmission Line**

THIS AGREEMENT, made this 31st day of January, 2001, between the UNITED STATES OF AMERICA, acting by and through the Department of Energy, Bonneville Power Administration, the Grantor, for an in consideration of the terms and provisions described in the document titled Construction and Operation and Maintenance Agreement, executed by the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Portland General Electric Company, on January 19, 1998, Contract No. 97TX-100094, and the provisions contained in this agreement, hereby conveys to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, the Grantee, a perpetual, non-exclusive easement and right-of-way-over, under, upon, and across the following described property:

A portion of the NW¼, Section 11, Township 3 South, Range 1 West, W.M, Clackamas County, Oregon:

Beginning at a point on the South right-of-way line of Ridder Road, a 60-foot-wide road; said point bears South 89°29'13" West 639.68 feet and South 00°30'47" East 30.00 feet from the North quarter corner of said Section 11; thence South 17°14'00" East 348.69 feet; thence South 06°50'19" East 310.18 feet; thence West 125.90 feet; thence North 06°50'19" West 283.82 feet; thence North 17°14'00" West 374.87 feet, more or less, to the South right-of-way line of said Ridder Road; thence North 89°29'13" East 130.52 feet to the point of beginning

The above-described tract of land is shown on P.G.E. Drawing E-9670, attached hereto, which by reference thereto is made a part hereof.

The easement and right-of-way shall be for the non-exclusive right to enter upon the property and to erect, maintain, repair, rebuild, operate and patrol electric power transmission lines and appurtenant signal lines, and all uses appurtenant thereto. Such uses shall include the erection of poles, towers, transmission structures, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards.

CHICAGO TITLE INSURANCE COMPANY OF OREGON
HAS RECORDED THIS INSTRUMENT AS AN ACCOM-
MODATION ONLY AND ASSUMES NO LIABILITY FOR
ERRORS OR OMISSIONS HEREIN, NOR DOES
CHICAGO TITLE REPRESENT THAT IT WILL CREATE
THE ESTATE OR INTEREST IN REAL PROPERTY
WHICH IT PURPORTS TO CREATE.

TO HAVE AND TO HOLD the above-described easement unto the Grantee, and assigns, forever.

Reserving unto the United States, and its assigns, the right to erect, operate, maintain, repair, rebuild, and upgrade existing and future electric transmission lines and appurtenant signal lines, and all uses appurtenant thereto, over, under, and across the easement area.

The United States reserves the right to require Grantee to relocate their transmission line at no expense to the United States, to accommodate future expansion or relocation of the United States' substation or transmission facilities. In the event the United States requires relocation of Grantee's facilities, the United States will provide an alternate easement at no expense to Grantee.

Grantee and its assigns 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. Grantee and its assigns shall notify the United States in a timely manner of any reportable release of hazardous substances or breach of environmental requirements and shall mitigate and abate adverse environmental impact of its actions. Grantee and its assigns, shall hold the United States harmless for any and all liability arising from the violation of such requirements by Grantee and its assigns

The Grantee and its assigns shall be liable for any damage to the property of the United States, including transmission lines and structures, arising out of or resulting from any act or omission of the Grantee or its employees, agents, or assigns acting within their authority in the construction, reconstruction, or maintenance of said electric power transmission purposes upon property of the United States.

Provided, however that should the rights granted herein no longer be used or needed for the purposes defined in this easement for a consecutive five-year period, then all rights granted by this easement shall automatically terminate and the title thereto revert in the United States.

The conveyance is made pursuant to the Acts of August 20, 1937 (50 Stat. 732, 16 U.S.C. § 832a), as amended and October 23, 1962 (76 Stat. 1129, 40 U.S.C. § 319) and regulations and delegations of authority issued pursuant thereto, it having been determined that the granting of this easement will not be adverse to the interests of the United States.

For the
UNITED STATES OF AMERICA 3/16/01 For: PORTLAND GENERAL ELECTRIC COMPANY.
Date an Oregon corporation

By: Renee M. Ferrera By: Mrs. Walce
(Title LAND AGENT)
Title: Manager, Real Estate Field Services

Tract No. OREC-SS-Parcel M&N
OREC-SS-Parcel P

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

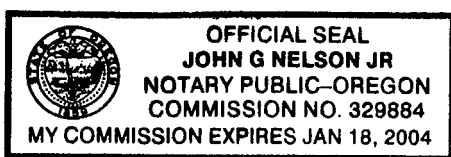
CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of OREGON)
) ss.
County of Multnomah)

On this 31st day of January, ~~XX~~ 2001, before me personally
appeared Wes Waldron

known to me, or proved to me on the basis of satisfactory evidence, to be the Land Agent
_____ of the corporation that executed the within
instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf
of the corporation; acknowledged to me that such corporation executed the same; acknowledged
said instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned; and on oath stated that he _____ authorized to execute
said instrument and that seal, if any, affixed is the corporate seal of said corporation.

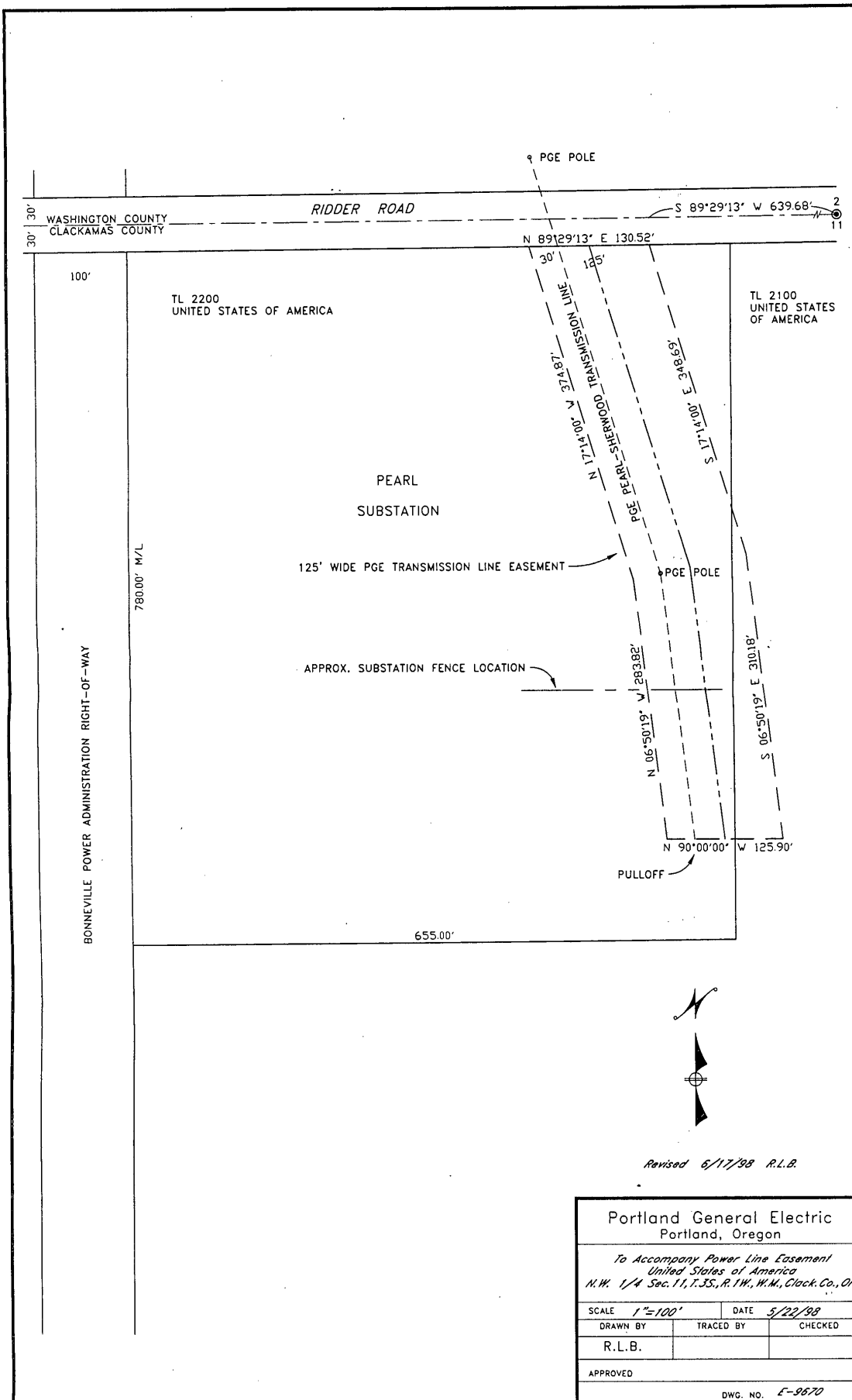


John D. Nelson Jr.
Notary Public in and for the

State of OREGON
121 SW Salmon St.
Residing at Portland, OR 97204

My commission expires Jan. 18, 2004

BPA MARCH 1997



4



**Department of Energy
Bonneville Power Administration
2715 Tepper Lane NE
Keizer, OR 97303**

12/9/2024

In reply refer to: TERR

BPA Case No.: 19680131
Tract No(s): V-E-27-A-141
Line Name(s): Keeler-Oregon City No. 2
(Designed as Vancouver - Eugene Line)
ADNO(s): 7233
Location: Str. No(s): 19/6-19/7

LAND USE AGREEMENT

Consent to Use of BPA's Fee-Owned Property

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and PGE ("Holder").

BPA owns the following described property in fee ("Property"):

A portion of the NW1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, State of Oregon, as shown on the attached segment of BPA Drawing No. 4433, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the Property for reconductoring two 230kV PGE overhead conductors. ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the Property for the purpose proposed by Holder, and concurs that such use is compatible with BPA's present use of the Property, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of BPA's consent, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. There may be other uses of the Property located within the same Area as Holder's Facility. This Agreement is subject to such superior rights.

3. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
4. Holder acknowledges and agrees that Holder's use of the Property is subordinate to BPA's use of the Property. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, if BPA determines that Holder's use of the Property is no longer compatible with BPA's use.
5. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, and entities that regulate Holder.
6. Holder shall be responsible for, and shall comply with, all procedural and substantive environmental requirements imposed by Federal, State and local laws and regulations applicable to Holder's Facility. Holder shall immediately notify BPA of any reportable release of hazardous substances or breaches of environmental regulations, and shall mitigate and abate adverse impacts of Holder's actions. Holder shall hold BPA harmless for any and all liability and cost arising from Holder's violation of such environmental requirements.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. To permit inspection by BPA, Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility. Contact: Darin Smith, phone: 503-551-7469 or by email: dxsmith@bpa.gov.
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 60 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the Property to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the Property within the above stated time period, BPA may remove Holder's Facility and restore the Property at Holder's expense.
11. A copy of this Agreement shall be physically located at the project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B and Exhibit C, attached hereto and made a part hereof.

13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the 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.
14. Any damage to BPA's property (land or facilities) caused by or resulting from Holder's use of the Property may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
15. Holder's contact information:

NAME: PGE
Attn: Kelsey Trostle
ADDRESS: 121 SW Salmon Street, 1WTC1302
Portland, OR 97204

PHONE: (503) 464-2387
EMAIL: kelsey.trostle@pgn.com

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of both parties.

Meredith
Armstrong
Holder

Digitally signed by
Meredith Armstrong
Date: 2025.02.04
14:03:53 -08'00'

2/4/2025

Date

Meredith Armstrong

Print Name

Manager, Property Rights Organization

Title (if applicable)

THIS AGREEMENT IS HEREBY AUTHORIZED:

DARIN
SMITH

Digitally signed by DARIN
SMITH
Date: 2025.02.10
09:32:04 -08'00'

Darin Smith
Realty Specialist
Bonneville Power Administration

Date

NOTE: Execution in Counterparts; Electronic Signature; Electronic Transmittal. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. Electronic or digital signatures shall be

deemed original signatures for purposes of this Agreement. Counterparts may be transmitted by one party to the other by facsimile or electronic mail.

BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Darin Smith ("BPA Representative") by telephone at 503-551-7469 or send written correspondence to the address listed at the top of this Agreement.

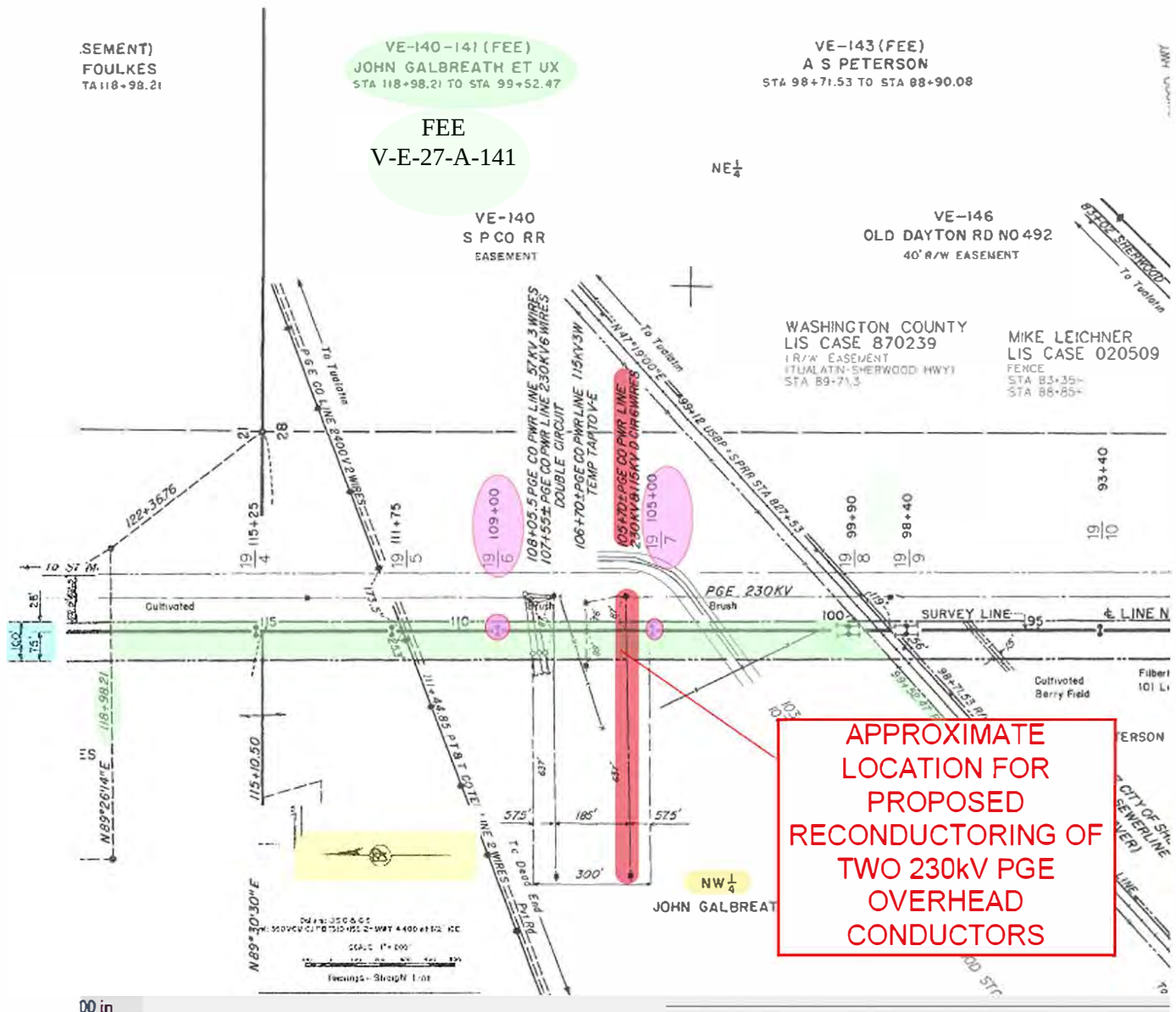


EXHIBIT A

PGE

Case No. 19680131

Tract No. V-E-27-A-141

A portion of the NW1/4 of Section 28,
Township 2 South, Range 1 West,
Willamette Meridian, Washington
County, State of Oregon

UNITED STATES DEPARTMENT OF THE INTERIOR THE BONNEVILLE PROJECT			
VANCOUVER-EUGENE LINE			
115 KV TRANSMISSION CIRCUIT			
MILE 27 FROM VANCOUVER			
WASHINGTON COUNTY OREGON			
IN 128 SHEETS SHEET NO. 27			
Author: <i>O.R. Wright</i>	Drawn: <i>John Campbell</i>	Check: <i>Ray R. Raven</i>	
Revised: <i>John E. Farnum</i>	Field: <i>John E. Farnum</i>	Scale: <i>1\"/> </i>	

EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS

1. Holder's Facility shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, steel poles, concrete poles, and concrete foundations enter the earth. A horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
2. Holder's Facility, including construction equipment, shall maintain a minimum distance of 15 feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means. If there is the possibility that any equipment can encroach on this distance, then a safety watcher needs to be required.
3. All uses of the right-of-way shall meet local/state/federal/national codes.
4. PGE and BPA conductors must always maintain a vertical clearance of 13 feet or more.
5. The overhead cable shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, steel poles, concrete poles, and concrete foundations enter the earth. A horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
6. Any portion of Holder's Facility constructed on BPA's property Area shall be designed and built to withstand HL-93 loading for BPA's heavy vehicles.
7. Due to other potential uses in the area of Holder's Facility, BPA requires that the Holder have a utility locate done prior to commencing construction.
8. Holder shall not obstruct access to BPA's Easement Area or transmission line system. BPA personnel and/or its contractors must have access all times.
9. BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed right-of-way or access road use shall be repaired at the applicant's expense.
10. BPA prohibits stockpiling materials, including dirt, rock or other organic matter within the Easement Area at any time.
11. Holder shall not store flammable materials or refuel vehicles or equipment on BPA's Easement Area.
12. Holder shall not use or store any hazardous materials on BPA's property (i.e. herbicides, solvents, paints, etc.)
13. Equipment, machinery, and vehicles traveling on BPA's property Area shall remain at least 25 feet away from any BPA structure or guy anchor ground attachment point.

14. Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses, taking this into consideration.
15. Holder is prohibited from connecting utilities (whether temporary or permanent), to any permitted items (including structures), built on the Property.
16. Holder is required to provide an approach off each side of the road, wide enough to turn into BPA's access road. Each approach must be a minimum of 16-feet wide.
17. Holder is prohibited from placing dead man anchors or cables on the Property.
18. Only non-metallic materials, conduit and inner duct are to be installed on the Property.

EXHIBIT C

Categorical Exclusion Determination

Bonneville Power Administration
Department of Energy



Proposed Action: PGE Reconductor Project Crossing BPA's Keeler-Oregon City-2 on BPA Fee-Owned Right-of-Way

Project No.: LURR 19680131

Project Manager: Darin Smith

Location: Washington County, Oregon

Categorical Exclusion Applied (from Subpart D, 10 C.F.R. Part 1021): B4.6 Additions and modifications to transmission facilities

Description of the Proposed Action: Bonneville Power Administration (BPA) proposes to authorize Portland General Electric (PGE) access to BPA fee-owned right-of-way (BPA ROW) to reconductor two 230kV PGE overhead conductors which cross over BPA's Keeler-Oregon City No 2 (KEEL-OREC-2) transmission line between structures 19/6 and 19/7. The overhead conductors would be attached to two PGE tower structures, one existing and one new, both of which would be located outside of BPA ROW. Expected equipment within BPA ROW could include trucks, cranes, excavation equipment, and conductor pulling/stringing equipment. The use of stationary equipment in BPA ROW would be minimal and for limited duration (i.e., trucks with telescoping booms positioned with roller guards to protect overhead wires from falling onto BPA transmission lines and adjacent roads during the restringing process). No excavation or new transmission structures would occur within BPA ROW.

Findings: In accordance with Section 1021.410(b) of the Department of Energy's (DOE) National Environmental Policy Act (NEPA) Regulations (57 FR 15144, Apr. 24, 1992, as amended at 61 FR 36221-36243, Jul. 9, 1996; 61 FR 64608, Dec. 6, 1996, 76 FR 63764, Nov. 14, 2011), BPA has determined that the proposed action:

- 1) fits within a class of actions listed in Appendix B of 10 CFR 1021, Subpart D (see attached Environmental Checklist);
- 2) does not present any extraordinary circumstances that may affect the significance of the environmental effects of the proposal; and
- 3) has not been segmented to meet the definition of a categorical exclusion.

Based on these determinations, BPA finds that the proposed action is categorically excluded from further NEPA review.¹

¹ BPA is aware of the November 12, 2024, decision in *Marin Audubon Society v. Federal Aviation Administration*, No. 23-1067 (D.C. Cir. Nov. 12, 2024). To the extent that a court may conclude that the Council on Environmental Quality regulations implementing NEPA are not judicially enforceable or binding on this agency action, BPA has nonetheless elected to follow those regulations at 40 Code Federal Regulations (C.F.R.) §§ 1500– 1508, in addition to the US Department of Energy's NEPA implementing procedures at 10 C.F.R. Part § 1021, to meet the agency's obligations under NEPA, 42 U.S.C. §§ 4321 *et seq.*

**JUSTIN
OLMSTED**

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Justin Olmsted
Environmental Protection Specialist

Concur:

**KATEY
GRANGE**

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Katey C. Grange
NEPA Compliance Officer

Attachment(s): Environmental Checklist

Categorical Exclusion Environmental Checklist

This checklist documents environmental considerations for the proposed project and explains why the project would not have the potential to cause significant impacts on environmentally sensitive resources and would meet other integral elements of the applied categorical exclusion.

Proposed Action: PGE Reconductor Project Crossing BPA's Keeler-Oregon City-2 on BPA Fee-Owned Right-of-Way

Project Site Description

The proposed action would be located in Washington County, Oregon (Township 2 South, Range 1 West, Section 28). The surrounding area is a mix of commercial, industrial and agricultural land, with a private heavy equipment parking on the eastern border of the ROW. The Tualatin River National Wildlife Refuge is located 0.25 mile to the west. The section of BPA ROW being accessed by PGE is a flat area with a gentle downward slope northward. The ROW is maintained for low growing vegetation, which is a mix of native and invasive grasses, forbs, and shrubs.

Evaluation of Potential Impacts to Environmental Resources

1. Historic and Cultural Resources

Potential for Significance: No

Explanation: Based on the nature of the undertaking, BPA Cultural Resources Staff has determined, per 36 CFR 800.3(a)(1), that this undertaking is a type of activity that does not have the potential to cause effects on historic properties, assuming such historic properties were present.

2. Geology and Soils

Potential for Significance: No

Explanation: No excavation or grading would take place. Minor and temporary soil compaction and rutting could occur from operating vehicles and heavy equipment in vegetated areas. Temporarily disturbed soils would stabilize as vegetation is re-established. No long term impacts to geology and soils are expected.

3. Plants (including Federal/state special-status species and habitats)

Potential for Significance: No

Explanation: The proposed action would require equipment to be used within BPA fee-owned ROW which would crush or bury low-growing common grasses and shrubs. Disturbed vegetation areas would be reseeded with native seed mix. There are no documented occurrences of any special-status plant species near the project site, and no suitable special-status species habitat is present.

Notes:

- Reseed disturbed areas during the appropriate time period for germination with a native, regionally-appropriate seed mix.

4. Wildlife (including Federal/state special-status species and habitats)

Potential for Significance: No

Explanation: Minor and temporary disturbance of normal wildlife behavior and wildlife displacement could occur from elevated noise and human presence during construction. However, there would be no permanent impacts to wildlife habitat, and temporarily disturbed or displaced wildlife would likely reoccupy the site following completion of the proposed action. There are no documented occurrences of any special-status wildlife species near the project site, and no suitable special-status species habitat is present.

5. Water Bodies, Floodplains, and Fish (including Federal/state special-status species, ESUs, and habitats)

Potential for Significance: No

Explanation: The project area is located outside of floodplains and away from streams and other water bodies. No impacts to water bodies, floodplains, or fish would occur.

Notes:

- PGE would not be authorized to use or store hazardous materials or refuel equipment within BPA ROW.

6. Wetlands

Potential for Significance: No

Explanation: The project is located in a dry upland area with no wetlands present. No impacts to wetlands would occur.

7. Groundwater and Aquifers

Potential for Significance: No

Explanation: No ground-disturbing work that could impact groundwater or aquifers would take place. The proposed action would not impact groundwater or aquifers.

8. Land Use and Specially-Designated Areas

Potential for Significance: No

Explanation: The proposed action could briefly impact nearby commercial, industrial, and agricultural land uses within the area due to construction noise and increased construction traffic. The proposed action would be consistent with the current land uses and no permanent changes in land use would occur on BPA ROW. The proposed action would not impact land use or specially-designated areas, including the nearby Tualatin River National Wildlife Refuge.

9. Visual Quality

Potential for Significance: No

Explanation: During construction, the presence of construction equipment and reconductoring activities would briefly cause temporary visual impacts. The proposed action would not impact long-term visual quality.

10. Air Quality

Potential for Significance: No

Explanation: The proposed action would produce minor and temporary dust and vehicle emissions in the local area. There would be no long-term change in air quality following completion of the proposed action.

11. Noise

Potential for Significance: No

Explanation: During construction, the use of vehicles and equipment, and the performance of general construction activities would temporarily and intermittently produce noise at levels higher than current ambient conditions. Construction-related noise would be audible from properties located near the transmission line, including commercial, industrial, and residential properties. There would be no long-term change in ambient noise following completion of the project.

12. Human Health and Safety

Potential for Significance: No

Explanation: All standard safety protocols would be followed throughout project construction, and standard construction BMPs would minimize risk to human health and safety. The proposed action would have no impact on human health and safety.

Evaluation of Other Integral Elements

The proposed project would also meet conditions that are integral elements of the categorical exclusion. The project would not:

Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders.

Explanation: N/A

Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators) that are not otherwise categorically excluded.

Explanation: N/A

Disturb hazardous substances, pollutants, contaminants, or CERCLA excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases.

Explanation: N/A

Involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those of the Department of Agriculture, the Environmental Protection Agency, and the National Institutes of Health.

Explanation: N/A

Landowner Notification, Involvement, or Coordination

Description: The proposed action would occur on existing BPA fee-owned ROW and PGE property. PGE would notify affected property owners as needed.

Based on the foregoing, this proposed project does not have the potential to cause significant impacts to any environmentally sensitive resource.

Signed: **JUSTIN
OLMSTED**

Justin Olmsted
Environmental Protection Specialist

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**Department of Energy
Bonneville Power Administration
2715 Tepper Lane NE
Keizer, OR 97303**

12/9/2024

In reply refer to: TERR

BPA Case No.: 19680131
Tract No(s): V-E-27-A-141
Line Name(s): Keeler-Oregon City No. 2
(Designed as Vancouver - Eugene Line)
ADNO(s): 7233
Location: Str. No(s): 19/6-19/7

LAND USE AGREEMENT

Consent to Use of BPA's Fee-Owned Property

This Land Use Agreement ("Agreement") is entered into by and between the United States of America, Department of Energy, Bonneville Power Administration ("BPA") and PGE ("Holder").

BPA owns the following described property in fee ("Property"):

A portion of the NW1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, State of Oregon, as shown on the attached segment of BPA Drawing No. 4433, marked as Exhibit A.

Holder has requested BPA's permission to use portions of the Property for reconductoring two 230kV PGE overhead conductors. ("Holder's Facility").

Subject to the terms and conditions set forth in this Agreement, BPA consents to Holder's use of the Property for the purpose proposed by Holder, and concurs that such use is compatible with BPA's present use of the Property, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of BPA's consent, Holder agrees to the following:

1. This Agreement does not grant any right, privilege, or interest in land, and does not modify, change, or otherwise alter the rights BPA acquired by deed. Loss of the privileges granted by this Agreement is not compensable to Holder.
2. There may be other uses of the Property located within the same Area as Holder's Facility. This Agreement is subject to such superior rights.

3. This Agreement is valid only if Holder's Facility is constructed, operated, and maintained in conformance with the terms of this Agreement and all attached Exhibits. Relocations, changes or upgrades require BPA's prior written approval. Failure to obtain the written approval of BPA prior to making alterations to Holder's Facility shall result in the termination of this Agreement.
4. Holder acknowledges and agrees that Holder's use of the Property is subordinate to BPA's use of the Property. Holder agrees to alter, relocate or remove Holder's Facility, at no cost to BPA, if BPA determines that Holder's use of the Property is no longer compatible with BPA's use.
5. Holder agrees to abide by and comply with all applicable Federal, State and local laws and regulations, including, but not limited to building and safety codes, rules issued by utility commissions, the National Electric Safety Code, and entities that regulate Holder.
6. Holder shall be responsible for, and shall comply with, all procedural and substantive environmental requirements imposed by Federal, State and local laws and regulations applicable to Holder's Facility. Holder shall immediately notify BPA of any reportable release of hazardous substances or breaches of environmental regulations, and shall mitigate and abate adverse impacts of Holder's actions. Holder shall hold BPA harmless for any and all liability and cost arising from Holder's violation of such environmental requirements.
7. Induced voltages and currents may occur on structures or other items constructed or placed under or near high voltage transmission lines. BPA has no duty to inspect Holder's Facility or to warn of hazards. Holder shall have the continuing responsibility for the protection of personnel and equipment in the design, construction, operation and maintenance of Holder's Facility.
8. To permit inspection by BPA, Holder shall notify BPA at least ten (10) business days prior to commencing installation of Holder's Facility. Contact: Darin Smith, phone: 503-551-7469 or by email: dxsmith@bpa.gov.
9. This Agreement is entered into with the express understanding that it is not assignable or transferable to other parties without the prior written consent of BPA.
10. BPA may terminate this Agreement upon 30 days written notice. Holder shall, within 60 days of receiving such notice of termination, and at Holder's sole expense, vacate and restore the Property to a condition satisfactory to BPA. Upon Holder's failure to vacate and restore the Property within the above stated time period, BPA may remove Holder's Facility and restore the Property at Holder's expense.
11. A copy of this Agreement shall be physically located at the project site during construction activities. Holder's employees, contractors and representatives shall adhere to all conditions and requirements listed herein.
12. Additional terms and conditions specific to Holder's Facility may be included as part of this Agreement as Exhibit B and Exhibit C, attached hereto and made a part hereof.

13. Holder agrees to assume risk of loss, damage, or injury which may result from Holder's use of the 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.
14. Any damage to BPA's property (land or facilities) caused by or resulting from Holder's use of the Property may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by Holder.
15. Holder's contact information:

NAME: PGE
Attn: Kelsey Trostle
ADDRESS: 121 SW Salmon Street, 1WTC1302
Portland, OR 97204

PHONE: (503) 464-2387
EMAIL: kelsey.trostle@pgn.com

Holder agrees to notify BPA in writing of any changes to the above listed contact information.

This Agreement becomes effective upon the signature of both parties.

Meredith
Armstrong

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Meredith Armstrong
Date: 2025.02.04
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Holder

2/4/2025

Date

Meredith Armstrong

Print Name

Manager, Property Rights Organization

Title (if applicable)

THIS AGREEMENT IS HEREBY AUTHORIZED:

Darin Smith
Realty Specialist
Bonneville Power Administration

Date

NOTE: Execution in Counterparts; Electronic Signature; Electronic Transmittal. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. Electronic or digital signatures shall be

deemed original signatures for purposes of this Agreement. Counterparts may be transmitted by one party to the other by facsimile or electronic mail.

BPA seeks help maintaining the integrity of the electrical transmission system. Please report any vandalism or theft to the BPA Crime Witness program at 1-800-437-2744. Cash rewards of up to \$25,000 will be paid should information lead to the arrest and conviction of persons committing a crime.

If you have any questions or concerns, please notify a BPA Realty Office. You may contact Darin Smith ("BPA Representative") by telephone at 503-551-7469 or send written correspondence to the address listed at the top of this Agreement.

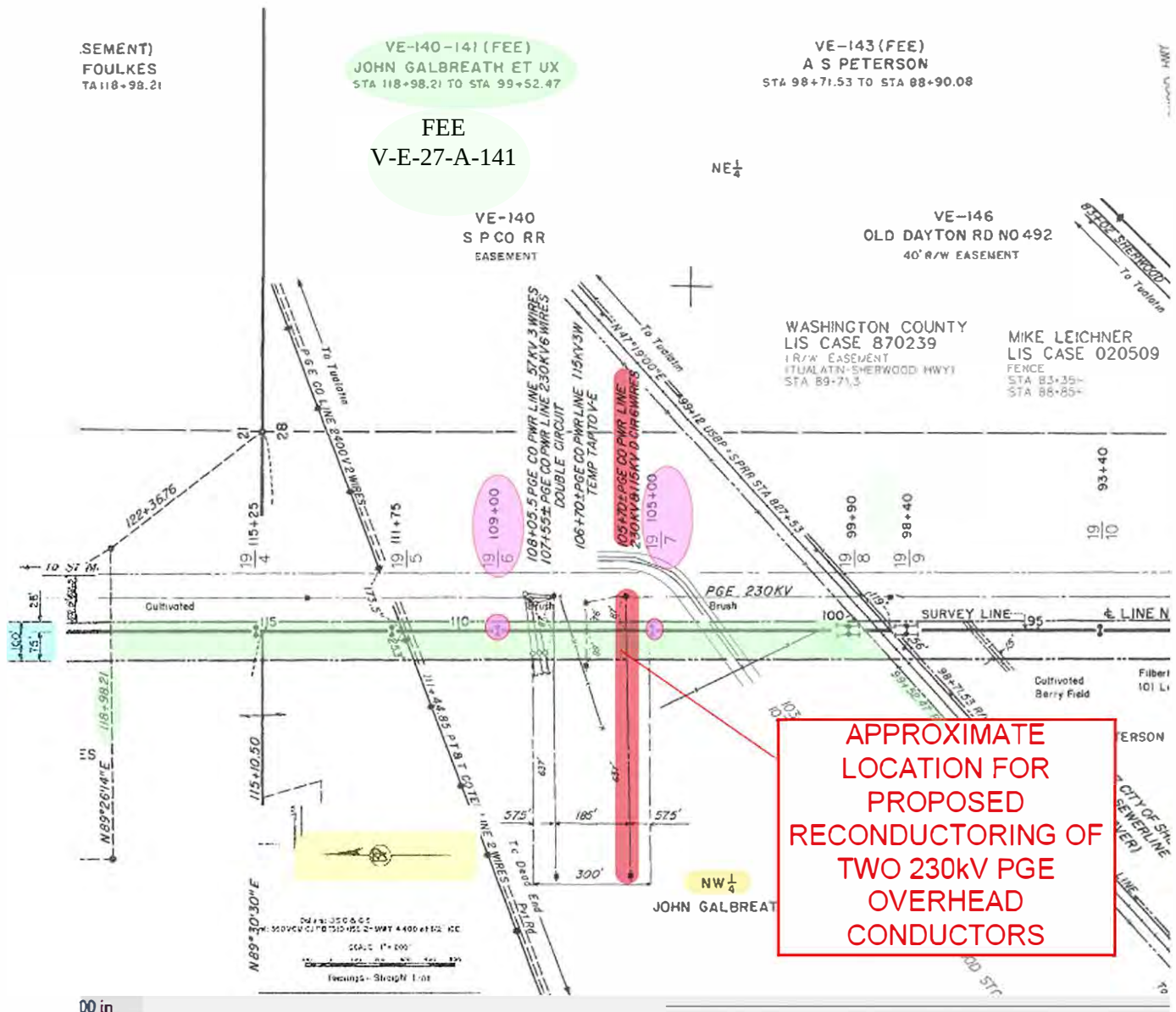


EXHIBIT A

PGE

Case No. 19680131

Tract No. V-E-27-A-141

A portion of the NW1/4 of Section 28,
Township 2 South, Range 1 West,
Willamette Meridian, Washington
County, State of Oregon

UNITED STATES DEPARTMENT OF THE INTERIOR THE BONNEVILLE PROJECT			
VANCOUVER-EUGENE LINE			
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MILE 27 FROM VANCOUVER			
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Author: <i>O.R. Wright</i>	Drawn: <i>John Campbell</i>	Check: <i>Ray R. Raven</i>	
Revised: <i>John E. Farnum</i>	Field: <i>John E. Farnum</i>	Scale: <i>1\"/> </i>	

EXHIBIT B
ADDITIONAL TERMS AND CONDITIONS

1. Holder's Facility shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, steel poles, concrete poles, and concrete foundations enter the earth. A horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
2. Holder's Facility, including construction equipment, shall maintain a minimum distance of 15 feet between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole, or other physical means. If there is the possibility that any equipment can encroach on this distance, then a safety watcher needs to be required.
3. All uses of the right-of-way shall meet local/state/federal/national codes.
4. PGE and BPA conductors must always maintain a vertical clearance of 13 feet or more.
5. The overhead cable shall maintain a minimum horizontal clearance of 50 feet to the point where steel lattice tower legs, steel poles, concrete poles, and concrete foundations enter the earth. A horizontal clearance of 25 feet to the point where wood poles and guy anchors enter the earth shall also be maintained.
6. Any portion of Holder's Facility constructed on BPA's property Area shall be designed and built to withstand HL-93 loading for BPA's heavy vehicles.
7. Due to other potential uses in the area of Holder's Facility, BPA requires that the Holder have a utility locate done prior to commencing construction.
8. Holder shall not obstruct access to BPA's Easement Area or transmission line system. BPA personnel and/or its contractors must have access all times.
9. BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed right-of-way or access road use shall be repaired at the applicant's expense.
10. BPA prohibits stockpiling materials, including dirt, rock or other organic matter within the Easement Area at any time.
11. Holder shall not store flammable materials or refuel vehicles or equipment on BPA's Easement Area.
12. Holder shall not use or store any hazardous materials on BPA's property (i.e. herbicides, solvents, paints, etc.)
13. Equipment, machinery, and vehicles traveling on BPA's property Area shall remain at least 25 feet away from any BPA structure or guy anchor ground attachment point.

14. Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses, taking this into consideration.
15. Holder is prohibited from connecting utilities (whether temporary or permanent), to any permitted items (including structures), built on the Property.
16. Holder is required to provide an approach off each side of the road, wide enough to turn into BPA's access road. Each approach must be a minimum of 16-feet wide.
17. Holder is prohibited from placing dead man anchors or cables on the Property.
18. Only non-metallic materials, conduit and inner duct are to be installed on the Property.

EXHIBIT C

Categorical Exclusion Determination

Bonneville Power Administration
Department of Energy



Proposed Action: PGE Reconductor Project Crossing BPA's Keeler-Oregon City-2 on BPA Fee-Owned Right-of-Way

Project No.: LURR 19680131

Project Manager: Darin Smith

Location: Washington County, Oregon

Categorical Exclusion Applied (from Subpart D, 10 C.F.R. Part 1021): B4.6 Additions and modifications to transmission facilities

Description of the Proposed Action: Bonneville Power Administration (BPA) proposes to authorize Portland General Electric (PGE) access to BPA fee-owned right-of-way (BPA ROW) to reconductor two 230kV PGE overhead conductors which cross over BPA's Keeler-Oregon City No 2 (KEEL-OREC-2) transmission line between structures 19/6 and 19/7. The overhead conductors would be attached to two PGE tower structures, one existing and one new, both of which would be located outside of BPA ROW. Expected equipment within BPA ROW could include trucks, cranes, excavation equipment, and conductor pulling/stringing equipment. The use of stationary equipment in BPA ROW would be minimal and for limited duration (i.e., trucks with telescoping booms positioned with roller guards to protect overhead wires from falling onto BPA transmission lines and adjacent roads during the restringing process). No excavation or new transmission structures would occur within BPA ROW.

Findings: In accordance with Section 1021.410(b) of the Department of Energy's (DOE) National Environmental Policy Act (NEPA) Regulations (57 FR 15144, Apr. 24, 1992, as amended at 61 FR 36221-36243, Jul. 9, 1996; 61 FR 64608, Dec. 6, 1996, 76 FR 63764, Nov. 14, 2011), BPA has determined that the proposed action:

- 1) fits within a class of actions listed in Appendix B of 10 CFR 1021, Subpart D (see attached Environmental Checklist);
- 2) does not present any extraordinary circumstances that may affect the significance of the environmental effects of the proposal; and
- 3) has not been segmented to meet the definition of a categorical exclusion.

Based on these determinations, BPA finds that the proposed action is categorically excluded from further NEPA review.¹

¹ BPA is aware of the November 12, 2024, decision in *Marin Audubon Society v. Federal Aviation Administration*, No. 23-1067 (D.C. Cir. Nov. 12, 2024). To the extent that a court may conclude that the Council on Environmental Quality regulations implementing NEPA are not judicially enforceable or binding on this agency action, BPA has nonetheless elected to follow those regulations at 40 Code Federal Regulations (C.F.R.) §§ 1500– 1508, in addition to the US Department of Energy's NEPA implementing procedures at 10 C.F.R. Part § 1021, to meet the agency's obligations under NEPA, 42 U.S.C. §§ 4321 *et seq.*

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Justin Olmsted
Environmental Protection Specialist

Concur:

**KATEY
GRANGE**

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Katey C. Grange
NEPA Compliance Officer

Attachment(s): Environmental Checklist

Categorical Exclusion Environmental Checklist

This checklist documents environmental considerations for the proposed project and explains why the project would not have the potential to cause significant impacts on environmentally sensitive resources and would meet other integral elements of the applied categorical exclusion.

Proposed Action: PGE Reconductor Project Crossing BPA's Keeler-Oregon City-2 on BPA Fee-Owned Right-of-Way

Project Site Description

The proposed action would be located in Washington County, Oregon (Township 2 South, Range 1 West, Section 28). The surrounding area is a mix of commercial, industrial and agricultural land, with a private heavy equipment parking on the eastern border of the ROW. The Tualatin River National Wildlife Refuge is located 0.25 mile to the west. The section of BPA ROW being accessed by PGE is a flat area with a gentle downward slope northward. The ROW is maintained for low growing vegetation, which is a mix of native and invasive grasses, forbs, and shrubs.

Evaluation of Potential Impacts to Environmental Resources

1. Historic and Cultural Resources

Potential for Significance: No

Explanation: Based on the nature of the undertaking, BPA Cultural Resources Staff has determined, per 36 CFR 800.3(a)(1), that this undertaking is a type of activity that does not have the potential to cause effects on historic properties, assuming such historic properties were present.

2. Geology and Soils

Potential for Significance: No

Explanation: No excavation or grading would take place. Minor and temporary soil compaction and rutting could occur from operating vehicles and heavy equipment in vegetated areas. Temporarily disturbed soils would stabilize as vegetation is re-established. No long term impacts to geology and soils are expected.

3. Plants (including Federal/state special-status species and habitats)

Potential for Significance: No

Explanation: The proposed action would require equipment to be used within BPA fee-owned ROW which would crush or bury low-growing common grasses and shrubs. Disturbed vegetation areas would be reseeded with native seed mix. There are no documented occurrences of any special-status plant species near the project site, and no suitable special-status species habitat is present.

Notes:

- Reseed disturbed areas during the appropriate time period for germination with a native, regionally-appropriate seed mix.

4. Wildlife (including Federal/state special-status species and habitats)

Potential for Significance: No

Explanation: Minor and temporary disturbance of normal wildlife behavior and wildlife displacement could occur from elevated noise and human presence during construction. However, there would be no permanent impacts to wildlife habitat, and temporarily disturbed or displaced wildlife would likely reoccupy the site following completion of the proposed action. There are no documented occurrences of any special-status wildlife species near the project site, and no suitable special-status species habitat is present.

5. Water Bodies, Floodplains, and Fish (including Federal/state special-status species, ESUs, and habitats)

Potential for Significance: No

Explanation: The project area is located outside of floodplains and away from streams and other water bodies. No impacts to water bodies, floodplains, or fish would occur.

Notes:

- PGE would not be authorized to use or store hazardous materials or refuel equipment within BPA ROW.

6. Wetlands

Potential for Significance: No

Explanation: The project is located in a dry upland area with no wetlands present. No impacts to wetlands would occur.

7. Groundwater and Aquifers

Potential for Significance: No

Explanation: No ground-disturbing work that could impact groundwater or aquifers would take place. The proposed action would not impact groundwater or aquifers.

8. Land Use and Specially-Designated Areas

Potential for Significance: No

Explanation: The proposed action could briefly impact nearby commercial, industrial, and agricultural land uses within the area due to construction noise and increased construction traffic. The proposed action would be consistent with the current land uses and no permanent changes in land use would occur on BPA ROW. The proposed action would not impact land use or specially-designated areas, including the nearby Tualatin River National Wildlife Refuge.

9. Visual Quality

Potential for Significance: No

Explanation: During construction, the presence of construction equipment and reconductoring activities would briefly cause temporary visual impacts. The proposed action would not impact long-term visual quality.

10. Air Quality

Potential for Significance: No

Explanation: The proposed action would produce minor and temporary dust and vehicle emissions in the local area. There would be no long-term change in air quality following completion of the proposed action.

11. Noise

Potential for Significance: No

Explanation: During construction, the use of vehicles and equipment, and the performance of general construction activities would temporarily and intermittently produce noise at levels higher than current ambient conditions. Construction-related noise would be audible from properties located near the transmission line, including commercial, industrial, and residential properties. There would be no long-term change in ambient noise following completion of the project.

12. Human Health and Safety

Potential for Significance: No

Explanation: All standard safety protocols would be followed throughout project construction, and standard construction BMPs would minimize risk to human health and safety. The proposed action would have no impact on human health and safety.

Evaluation of Other Integral Elements

The proposed project would also meet conditions that are integral elements of the categorical exclusion. The project would not:

Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders.

Explanation: N/A

Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators) that are not otherwise categorically excluded.

Explanation: N/A

Disturb hazardous substances, pollutants, contaminants, or CERCLA excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases.

Explanation: N/A

Involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those of the Department of Agriculture, the Environmental Protection Agency, and the National Institutes of Health.

Explanation: N/A

Landowner Notification, Involvement, or Coordination

Description: The proposed action would occur on existing BPA fee-owned ROW and PGE property. PGE would notify affected property owners as needed.

Based on the foregoing, this proposed project does not have the potential to cause significant impacts to any environmentally sensitive resource.

Signed: **JUSTIN
OLMSTED**

Justin Olmsted
Environmental Protection Specialist

 Digitally signed by JUSTIN
OLMSTED
Date: 2025.01.15 14:29:34
-08'00'

Land – Indexing Sheet / Contract Summary

Audit No. 20357-00

☐ Confidential

Land Document Type (check one)

- ☐ Contract
☐ Deed
☐ Easement – Distribution
☐ Easement – Other (OH, UG, anchor, utility, aerial, road etc.)
☐ Easement – Release
☒ Easement – Transmission
☐ Lease

- ☐ License
☐ Other Land Doc (mortgage, restrictive covenant, resolution, sale etc.)
☐ Permit – Corp of Engineers
☐ Permit – Highway (ODOT)
☐ Permit – Other (agricultural, BPA etc.)
☐ Permit – Railroad
☐ Permit – US Forest Service

Document Date 03/21/1963

Expiration Date _____

Drawing No. EB-5041

Land No. _____

County/State Washington
(County only inside Oregon. State only outside Oregon)

Plat Map ID. C31-02
(e.g. D21-17)

Township/Range/Sec T3S R1W 02
(e.g. T1N R2E 23)

Parties Names

Hill, Everett B	Hill, Jaquelyn G

Comments/Keywords (may include: tax lot, site name, site address, type of easement (UG, OH, anchor, aerial etc), special conditions (renewable, relocatable, revocable), recording information, deed reference, partition plat number etc)

ELECTRIC TRANSMISSION LINE EASEMENT / BOOK 483 PAGE 344 03.27.1963

County Rd No. 470 (S W Day Rd) / McLoughlin St Mary's line

Purpose of Contract Grant of easement for transmission lines		
Parties Address:	Contracting Officer:	RC: 791
Staff Contact: Property Services	Payment Terms and Conditions:	Accounting Distribution:

INTER-OFFICE COMMUNICATION
PORTLAND GENERAL ELECTRIC COMPANY

Date April 23, 1963

To E. F. Wildfong
L. G. Park

From Larry F. Klang

Subject McLoughlin-Keeler Electric Transmission Line Easements

I am enclosing herewith executed and recorded electric transmission line easements as follows:

<u>Audit No.</u>	<u>Name</u>	<u>Date</u>
20357✓	Everett B. Hill, et ux	March 21, 1963
20358✓	Berton E. McVay, et ux	March 5, 1963
20359✓	Ellis F. Standley, et ux	April 3, 1963
20360✓	John C. Webber, et ux	April 9, 1963

LFR:ir
Enc.
cc: C. Robertson

\$2390.00
Don 40
3/18/63
7500-9-3508

\$10.00
Option

VAL FILE			
1	7	11	15 <i>AKO</i>
2	APR 24 1963		16
3			17
4	8	12	18
5	9	13	19
6	10	14	20

Audit 20357

Wet

ELECTRIC TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That EVERETT B. HILL and JAQUELYN G. HILL,husband and wife,

(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of Ten and No/100ths - - - - - Dollars (\$10.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon Corporation, (hereinafter called "the Grantee"), its successors and assigns, a perpetual easement and right of way over, under and across the following described parcel of land situated in Washington County, Oregon, being a strip of land 125 feet in width, extending 62.5 feet on each side of a center line more particularly described as follows:

Approved As To Description

Eag. D. & S.

Beginning at a point in the south line of County Road No. 470 (S.W. Day Road) in Section 2, Township 3 South, Range 1 West of the Willamette Meridian, said point being S. 0°17'E. 20 feet and N. 89°20'E. 161.0 feet from the northwest corner of that certain tract of land described in Book 299, page 59, Washington County Deed Records; running thence S. 0°17'40" E. 507 feet to a point in the south line of said tract of land, all as shown on Drawing No. EB 5041 attached hereto which by reference thereto is made a part hereof.

It is understood and agreed that this easement extends into and covers the right, title and interest of the Grantors in County Road 470 also known as S W. Day Road.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns, together with the present right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the Grantors, adjacent to the above described right of way, which danger trees will be determined by the Grantee. The consideration paid for this easement includes the value of all trees on the right of way and all danger trees adjacent to said right of way. In addition the Grantee shall have the future right to top, limb or fell all growing and dead trees and snags which shall in Grantee's estimation become danger trees in the future. In the event that Grantee exercises such future danger tree rights Grantee shall pay the owner of said future danger trees, their market value on the day they are cut, such payment to be made within a reasonable time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to erect, maintain, repair, rebuild, operate and patrol electric power transmission lines, structures and appurtenant signal lines, including the right to erect such poles, towers, transmission structures, wires, cables, guys, supports and appurtenances as are necessary thereto, together with the present and further right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, including the right to restrict the growth of trees and brush on said right of way by the use of chemical sprays, provided however that pasture or cultivated lands shall not be sprayed and that fire hazards shall not be interpreted to include any growing crops other than trees and brush.

Grantors shall have the right to use the lands subject to the above described easement for all purposes not inconsistent with the uses and purposes herein set forth, except Grantors shall not build or erect any structure upon the right of way without the prior written consent of the Grantee.

It is hereby agreed by the Grantors that, (1) title to all brush, timber, or structures existing upon the right of way and to all present danger trees shall vest immediately in the Grantee; (2) all future danger trees cut pursuant to the terms hereof shall remain the property of the owner thereof on the date of their cutting.

The Grantors hereby acknowledge that the purchase price named herein is accepted by the Grantors as full compensation for all damages incidental to the exercise of any of said easements, except damage to growing crops on right of way during construction, for guys and anchors extending beyond the right of way and danger tree rights, except payment for any future danger tree rights as defined hereinabove which may be exercised by the Grantee as provided hereinabove.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a continuous period of five years after construction of said power lines, then and in that event this right of way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns, that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 21st day of

March, 1963

Everett B. Hill (SEAL)
Everett B. Hill

Jaquelyn G. Hill (SEAL)
Jaquelyn G. Hill

(SEAL)

(SEAL)

STATE OF OREGON

County of..... Washington } ss.On this 21 day of March, 1963, before me, the undersigned, a Notary Public in and forsaid County and State, personally appeared Everett B. Hill and Jaquelyn G. Hill

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

My commission expires:

1964

Notary Public for Oregon

STATE OF OREGON

County of..... } ss.

On this..... day of....., 19....., before me, the undersigned, a Notary Public in and for

said County and State, personally appeared.....

to me known to be the individuals described in the foregoing instrument and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

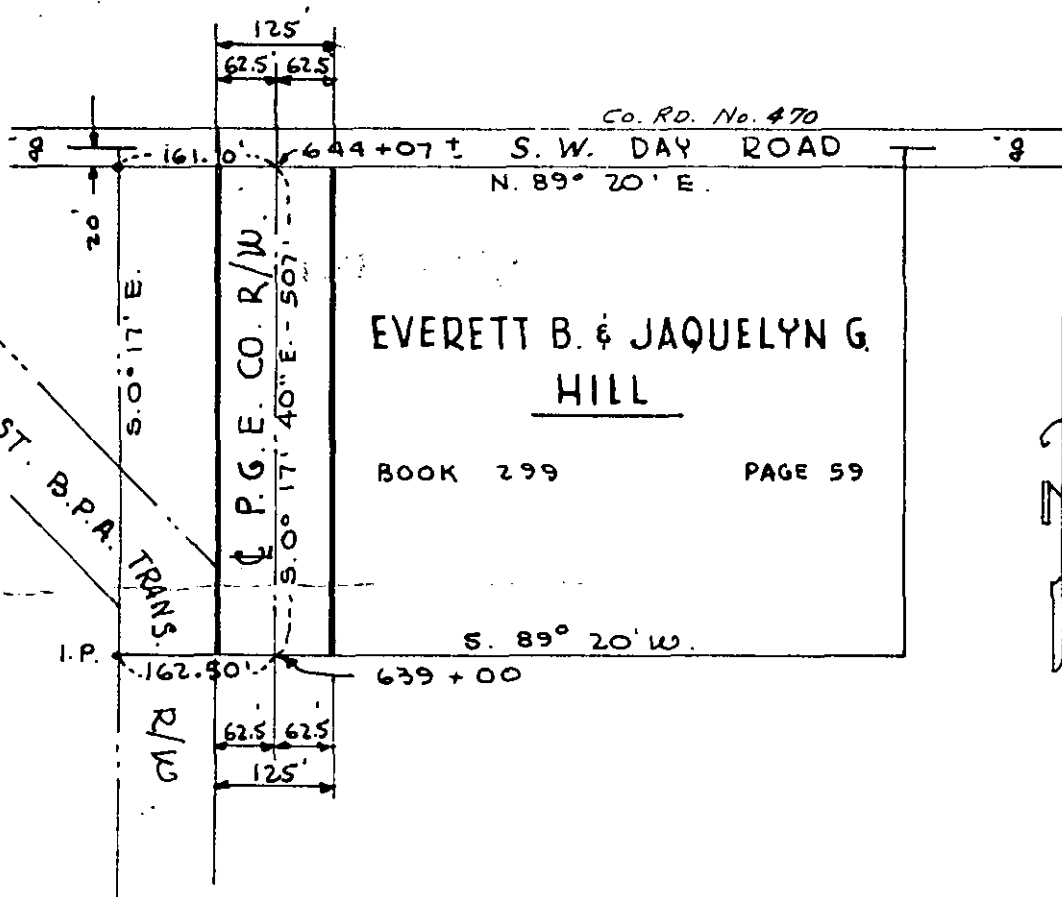
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

My commission expires:

Notary Public for Oregon

BOOK 483 PAGE 345

2102



Filed for record Mar 27 1963 3:16 PM

ROGER THOMSSON, County Clerk

by N. Cop Deputy

BOOK 483 PAGE 346

WA-61

Audit 20357

PORTLAND GENERAL ELECTRIC CO.		
PORTLAND, OREGON		
TO ACCOMPANY TRANSMISSION EASEMENT		
EVERETT B. & JAQUELYN G. HILL		
SEC. 2 T.3.S R.1W. W.M.		
WASHINGTON COUNTY, ORE.		
SCALE 1" = 200'	DATE 2-25-63	
DRAWN BY	TRACED BY	CHECKED
J.E.W.	F.M.M.	J.T.W.
APPROVED <i>WEE</i>		APPROVED RDP
DRG. NO. EB 5041		

257

2102

WAG 1
L37-322

INDEXED

STATE OF OREGON, } ss
County of Washington

I, Roger Thomssen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the within of Washington, do hereby certify that the record and instrument of writing was received for record and recorded in the records of said County of Washington.

Deed

MAR 27 1963

In Book 483

Witness my hand and seal of said Court
ROGER THOMSEN,
County Clerk,
affixed.

W Cop

Deputy.

RETURN TO:
Portland General Electric Co.
621 S. W. Alder Street
Portland 5, Oregon
ATTENTION: C. J. Irelan

FILE NO. 20357

DATE MARCH 21, 1963

NAME HILL, EVERETT G.

784 WELYN G.

Section 2, T33S,

R1W, 121M.

WASHINGTON

COVERS McLAUGHLIN -

ST. MARY'S LINE EASEMENT.

EX-115 -

Land – Indexing Sheet / Contract Summary

Audit No. 20624-00

☐ Confidential

Land Document Type (check one)

- ☐ Contract
☐ Deed
☐ Easement – Distribution
☐ Easement – Other (OH, UG, anchor, utility, aerial, road etc.)
☐ Easement – Release
☒ Easement – Transmission
☐ Lease

- ☐ License
☐ Other Land Doc (mortgage, restrictive covenant, resolution, sale etc.)
☐ Permit – Corp of Engineers
☐ Permit – Highway (ODOT)
☐ Permit – Other (agricultural, BPA etc.)
☐ Permit – Railroad
☐ Permit – US Forest Service

Document Date 07/22/1963

Expiration Date _____

Drawing No. EB-5042

Land No. _____

County/State Washington
(County only inside Oregon, State only outside Oregon)

Plat Map ID. C31-02
(e.g. D21-17)

Township/Range/Sec T3S R1W 02
(e.g. T1N R2E 23)

Parties Names

Doty, Paul E	Doty, Grace E

Comments/Keywords (may include: tax lot, site name, site address, type of easement (UG, OH, anchor, aerial etc), special conditions (renewable, relocatable, revocable), recording information, deed reference, partition plat number etc)

ELECTRIC TRANSMISSION LINE EASEMENT / BOOK 492 PAGE 11 07.24.1963

County Rd No. 470 (S W Day Rd) / McLoughlin Keeler St Mary's line

Purpose of Contract Grant of easement for transmission lines		
Parties Address:	Contracting Officer:	RC: 791
Staff Contact: Property Services	Payment Terms and Conditions:	Accounting Distribution:

INTER-OFFICE COMMUNICATION
PORTLAND GENERAL ELECTRIC COMPANY

Date August 23, 1963

To E. F. Wildfong
 L. G. Park

From Joseph A. Boyce *JB*

Subject Audit Nos. 20622-20623-20624

Please find enclosed with this letter the following McLoughlin-Keeler Electric Transmission Line Easements:

Audit No.	Name	Date
20622	Fred Schuepbach, Rudolph Schuepbach and Alice L. Schuepbach	August 6, 1963
20623	Fred Schuepbach	August 6, 1963
✓ 20624	Paul and Grace Doty	July 22, 1963

cc: C. Robertson

VAL FILE			
1	7	11	15 <i>PAO</i>
2	AUG 23 1963		16
3			17
4	8	12	18
5	9	13	19
6	10	14	20

24,900.00
Ver
6/20/63
7500-9-3508 \$100.00
2/1/64

ESP

ELECTRIC TRANSMISSION LINE EASEMENT

1

KNOW ALL MEN BY THESE PRESENTS, That Paul E. Doty and Grace E. Doty, husband and wife (hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of Ten and No/100ths Dollars (\$10.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon Corporation, (hereinafter called "the Grantee"), its successors and assigns, a perpetual easement and right of way over, upon and across the following described parcel of land situated in Washington County, Oregon, being a strip of land 125 feet in width, extending 62.5 feet on each side of a center line more particularly described as follows:

Approved As To Description
P. E. Doty
 P. E. Doty
 Eng. Corp.

Beginning at a point in the north line of that certain tract of land in Section 2, Township 3 South, Range 1 West of the Willamette Meridian conveyed to Paul E. and Grace E. Doty by deed recorded in Book 397, Page 679, Washington County Deed Records, said point being S. 00° 17'E. 75.3 feet and N. 89°20'E. 162.50 feet from the Northwest corner of the northeast quarter of the Southwest quarter of said Section 2; running thence S. 0°17'40" E. parallel to and 62.5 feet East of the Bonneville Power Administration's right-of-way for a distance of 1819.0 feet; thence N. 89°45'20" E. parallel to and 62.5 feet North of the Bonneville Power Administration's right-of-way for a distance of 2373.3 feet to the west line of the R. H. Baldock Freeway, State Highway, all as shown on Drawing No. EB 5042 attached hereto which by reference thereto is made a part hereof.

The easement and right-of-way is further described as being 125 feet in width and that the east-west lay of said easement abuts and adjoins the existing Bonneville Power Administration's transmission right-of-way and Oregon City Substation on the north and the north-south lay of said easement abuts and adjoins the existing Bonneville Power Administration transmission right-of-way on the east.

TO HAVE AND TO HOLD the above-described easement and right-of-way unto the Grantee, its successors and assigns, except as otherwise restricted herein, together with the present right to top, limb or fell all growing and dead trees and snags (said trees and snags hereinafter collectively called "danger trees") located on land owned by the Grantors, adjacent to the above-described right-of-way, which danger trees will be determined by the Grantee.

In addition the Grantee shall have the future right to top, limb or fell all growing and dead trees and snags which shall in Grantee's estimation become danger trees in the future. In the event that Grantee exercises such future danger tree rights Grantee shall pay the owner of said future danger trees, their market value on the day they are cut, such payment to be made within a reasonable time after they have been so cut.

Said easement and right-of-way shall be for the following purposes, namely: the perpetual right to enter upon and to erect, maintain, repair, rebuild, operate and patrol electric power transmission lines, structures and appurtenant signal lines, including the right to erect such poles, towers, transmission structures, wires, cables, supports and appurtenances as are necessary thereto, together with the present and future right to clear said right-of-way and keep the same clear of brush, timber and fire hazards, including the right to restrict the growth of trees and brush on said right-of-way by the use of chemical sprays, provided, however, that pasture or cultivated lands shall not be sprayed and that fire hazards shall not be interpreted to include any growing crops other than non-nursery stock, trees and brush. Provided, however, that the said easement and right-of-way is for the exclusive and sole use of the Grantee and/or its successors or assigns standing in the Grantee's place and stead. Joint use of said easement and right-of-way by the Grantee and other persons, parties or entities is prohibited, except as otherwise stated herein.

Except for the rights herein granted by this easement to the Grantees its successor and assigns, the grantors reserve and except to themselves, their heirs and assigns, the sole and exclusive ownership and use of all lands within the said right-of-way which includes but is not limited to the cultivation of all land under and around the Grantee's present and future lines and structures, together with but not limited to the use, ownership and maintenance of private and public roadways, driveways and parking areas, except Grantors, their heirs and assigns shall not build or erect any structure that will exceed fourteen (14) feet in height, and said structure and use shall comply with all duly recognized and required safety regulations, and such ownership and use shall not interfere with the expressed easement of the Grantee.

Except as otherwise agreed herein, with the exception of nursery stock and marketable timber, title to all brush, non-marketable timber, or structures existing upon the right-of-way shall vest immediately in the Grantee. All future danger trees cut pursuant to the terms hereof shall remain the property of the Grantor up to the date of their cutting, whereupon the Grantee shall thereafter remove same from the premises within a reasonable time and at Grantee's sole expense unless otherwise agreed.

It is hereby agreed that the purchase price named herein shall be accepted by the Grantors as full compensation for all damages incidental to the exercise of said easement rights except:

(a) Damage occasioned through the damage, destruction or necessary removal of present and future nursery stock owned by the Grantors, their lessees, heirs or assigns, in and about said easement and right-of-way.

(b) Damage arising by way of the Grantees extending guys, anchors, structures, lines or any other of Grantee's property or rights beyond the easement and right-of-way as stated herein.

(c) Damage to danger trees in the ownership of the Grantor, his heirs, assigns or lessees.

(d) Damage suffered by the Grantors, his lessees, heirs and assigns upon their property or property interests, exclusive of the rights given Grantee herein, through negligent or intentional act or acts of omission by the Grantee, its successors, assigns, agents and servants.

The Grantee shall purchase any and all nursery stock that is damaged, destroyed or by necessity requires removal by reason of the Grantee's exercise of said easements. The Grantors and the Grantee shall jointly determine the nursery stock which, of necessity, requires removal and purchase. If the Grantors and the Grantee cannot jointly determine the nursery stock which, of necessity, requires removal, they shall select a disinterested qualified arbitrator to make such determination. If the

Grantors and the Grantee cannot agree within five (5) days upon such arbitrator, then the presiding Judge of the Circuit Court for the County of Washington shall make the appointment. The decision of the arbitrator shall be final. The cost of such nursery stock will be determined in the same manner and method as is presently used by the Oregon State Highway Commission in similar circumstances whereby the Grantors shall cause such stock to be fully inventoried and itemized and such inventory presented to the Grantee for approval and payment within ninety (90) days from the taking or damage of such stock.

The Grantors agree to allow the Grantee reasonable use of the existing private roadway now within the composite area owned by the Grantors and running from Boones Ferry Road, across the Grantor's land and to the subject right-of-way, however, only for that period of time during the initial construction and erection of the Grantee's transmission structures and related activity. The Grantors make no representation or warranties of the fitness of such roadway, and the Grantee takes the use thereof as it finds it. The said Grantee's use will not interfere with the Grantor's present use and the Grantee will maintain and restore the said roadway to a condition equal to that in which it is found within a reasonable time after completion of the initial construction.

It the Grantee, its successors and assigns, shall fail to use said right-of-way for the purposes above mentioned for a continuous period of five years after construction of said power lines, then and in that event this right-of-way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns, and the Grantee, its successors and assigns shall remove all property existing within said easement and right-of-way by virtue of said activities of the Grantee, its successors and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

10653

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns, that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

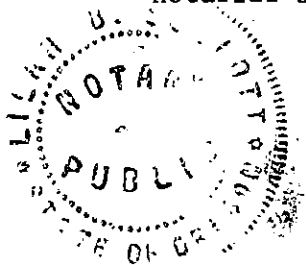
IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 22nd day of July, 1963.

Paul E. Doty (SEAL)
(Paul E. Doty)
Grace E. Doty (SEAL)
(Grace E. Doty)

STATE OF OREGON)
) ss.
County of Washington)

On this 22nd day of July, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Grace E. Doty and Paul E. Doty to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.



Lilah D. Elliott
Notary Public for Oregon
My Commission Expires: 12-11-63

[illegible]

PORTLAND GENERAL ELECTRIC CO.
PORTLAND, OREGON

TO ACCOMPANY TRANSMISSION EASEMENT
PAUL E. & GRACE E. DOTY.
SEC. 2 T. 35. R. 1 W. W.M.
WASHINGTON COUNTY, ORE.

SCALE 1" = 400' | DATE 2-25-63

DRAWN BY	TRACED BY	CHECKED
J. E. W.	F. M. M.	J. T. W.

APPROVED *WEL* | APPROVED *RDP*

DRG. NO. EB 5042

BOOK 492 PAGE 16 WA-60

10653

INDEXED

STATE OF OREGON,
County of Washington.

I, Roger Thomssen, County Clerk, and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book 492 in the Records of Deeds of said County.

Witness my hand and seal affixed.

ROGER THOMSEN, County Clerk

W. Cop Deputy

JUL 24 3 25 PM '63

RETURN TO:
Portland General Electric Co.
621 S. W. Alder Street
Portland 5, Oregon
ATTENTION: C. J. Ireland

159

AUDIT NO.	20624
DATE	JULY 27, 1963
NAME	DOTY, PAUL E. & GRACE E.
LOCATION	SEC. 2, T. 35, R. 14.
COUNTY	WASHINGTON
DOCUMENT COVERS EASEMENT FOR	McKOUGHAN-ST. MARY'S TRANSMISSION LINE
RENTAL	
EXPIRES	



Portland General Electric
121 SW Salmon Street • Portland, OR 97204
portlandgeneral.com

To: City of Wilsonville – Planning and Land Development
From: Stafford DC LLC
Re: Tree Removal Authorization – 9685 SW Ridder Road
Date: January 22, 2026

RE: Authorization for Tree Removal and Fee in Lieu – 9685 SW Ridder Road

Dear City of Wilsonville Review Team,

Stafford DC LLC is the owner of the property located at 9685 SW Ridder Road, Wilsonville, OR 97070.

This letter serves as formal written authorization and confirmation of our position regarding the tree removal associated with Portland General Electric's (PGE) project on and adjacent to the above-referenced property.

For more than a year, Stafford DC LLC—through its Agent, Senior Property Manager, Rhonda Schlosser of Downtown Development Group LLC—has discussed the proposed tree removal with PGE. During those discussions, owner's agent on behalf of the owner, clearly and consistently expressed a strong preference that no replacement trees be planted on this property following removal.

Consistent with that position, Stafford DC LLC supports PGE's request to utilize the City of Wilsonville's Fee in Lieu process rather than replanting trees at this location/property. We believe this approach best aligns with the long-term use, management, and operational needs of the property.

Accordingly, Stafford DC LLC authorizes PGE to proceed with the tree removal and to remit the required Fee in Lieu of replanting, subject to City approval.

Please accept this letter as documentation of the property owner's consent and intent in support of PGE's application and proposed mitigation approach.

If you have any questions or require additional documentation, please feel free to contact us.

Sincerely,
Stafford DC LLC

By: Rhonda Schlosser.
Name: Rhonda Schlosser
Title: SR Prop Mgr.
Date: 2/25/20
As Agent for Owner