

# NEWS

3636 Klindt Drive, The Dalles, OR 97058  
Contact: Andrea Klaas

Phone: 541.298.4148  
[www.portofthedalles.com](http://www.portofthedalles.com)

FOR IMMEDIATE RELEASE  
Contact: Andrea Klaas

Date: April 10, 2020

## Port of The Dalles to Hold a Regular Board of Commissioners Meeting-Virtually, on Wednesday, April 15, 2020 at 7:00 p.m.

**Zoom: [Join Meeting](#) / Meeting ID: 455 025 185 / Password: 815971 / Call in Number: +1(253)215-8782**

*To stop the spread of COVID-19, the Port of The Dalles is practicing physical distancing. We are dedicated to ensuring the public can still participate in our monthly Board of Commissioners Meetings being held virtually.*

*Above you will find the connection options; for the best meeting experience it is recommended to download the Zoom App. For the meeting to run as smoothly as possible, please make sure your audio line is muted when you join the meeting.*

*Should you have 'Visitor Business' that you would like to present to the Commission, kindly schedule that by the 1<sup>st</sup> Wednesday of the month on +1(541)298-4148 or [admin@portofthedalles.com](mailto:admin@portofthedalles.com) Although we ask that 'Visitor Business' is scheduled ahead of time, we do have an allotted item on the Meeting Agenda for 'Public Comment or Questions' should they come up. Because you may be unable to see other participants mute status, please be patient and pause in between comments in order to do our best not to speak over each other.*

*Thank you for your support in making our virtual meetings a success!*

The main topics addressed in the meeting will be:

- General Port Business
- NWC People's Utility District Easements
- The Dalles Main Street/'The Dalles Riverfront Dog Park' Project Conditions
- Staff & Committee Reports

## PORT COMMISSION VIRTUAL MEETING-APRIL 15, 2020 AT 7:00 P.M.

Zoom: [Join Meeting](#) / Meeting ID: 455 025 185 / Password: 815971 / Call in Number: +1(253)215-8782

### AGENDA

A. ROLL CALL: Executive Assistant Toepke

B. PLEDGE OF ALLEGIANCE: Commissioner Coburn

C. AGENDA CORRECTIONS or ADDITIONS: Executive Director Klaas

D. VISITOR BUSINESS: *To be arranged in advanced*

#### E. PORT MEETINGS/CALENDAR

- Port Commission Virtual Meeting on May 13, 2020 at 7:00 p.m.
- Budget Committee Virtual Meeting on May 14, 2020 at 6:00 p.m.

#### F. ACTION ITEMS

1. Approve March 18, 2020 Regular (Virtual) Meeting Minutes
2. Approve March 2020 Financial Reports
3. Approve Northern Wasco County People's Utility District 230 kV TransLink Easements
4. Approve The Dalles Main Street 'The Dalles Riverfront Dog Park' Conditions for the Project

#### G. REPORTS

1. The Dalles Marina, LLC Q1/2020 Report: Owner Angie McNab
2. Staff Report
3. Committee Reports
  - Community Outreach Team: Commissioner Weast/Executive Director Klaas
  - Wasco County Economic Development: Commissioner Courtney
  - Urban Renewal: Commissioner Coburn
  - Dufur: Commissioner Wallace
  - Chamber of Commerce: Commissioner Griffith

#### H. COMMISSION CALL

#### I. PUBLIC COMMENT OR QUESTIONS

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: E.) **PORT MEETINGS/CALENDAR**

- Port Commission Virtual Meeting on Wednesday, May 13, 2020 @ 7:00 p.m.
- Budget Committee Virtual Meeting on Thursday, May 14, 2020 @ 6:00 p.m.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1 11am - COVID-19 Q&A with	2 9am - AK-In Office 11am-4pm 1pm - NOTE: Suspended	3 10:05am - JT-Corona Virus Call: 11am - Mid-Columbia Economic 12pm - COVID-19: CARES Act - A 3pm - JT @ Office 3-4:30 pm	4
5	6 12pm - Webinar - COVID-19: A	7 11am - COVID-19 Resources for 11am - JT @ Office-Mail Check	8 10:30am - JT @ Office-Mail 1pm - Cdfa call 2pm - Port check in call 5:30pm - RESCHEDULED-Port 7pm - RESCHEDULED-Port	9 12pm - Angie: Financial & 1pm - AK: IFA Special Board 3pm - AK/JT in Office 3pm - The Window is Shifting @ 4pm - PC Meeting Packet Out 4:30pm - AK/JT: Community	10 7am - Chamber Econ. Dev 10am - AK: WEBINAR: Thriving in 10am - AK:KODL Coffee Break 10:05am - JT-Corona Virus Call: 11am - Mid-Columbia Economic 3pm - Cancelled: CGRA Tour-PC's 3:30pm - PC Friday Social Pt 1- 4pm - PC Friday Social Pt 2-	11
12 Easter Sunday	13 Easter Monday 8:30am - KHR Radio @ Hood 10am - Webinar - Invest for Today 11:30am - AK:Operationalizing	14 JT/AK @Office: Process/Sign 9am - Columbia River Gorge 9am - JT-Bank Deposits 5pm - ?-Angie @Office:	15 Commissioner of BEI due Marina Report-PC Meeting 2pm - Port check in call 5pm - POSTPONED: 2021 7pm - Port Commission Meeting	16 12pm - CANCELLED-Economic	17 DONE-RARE Application Due @ Publish 1st Notice of BCM by TBC-EOA Advisory Com Meeting 10:05am - JT-Corona Virus Call:	18
19	20	21	22	23 10am - OPPA Quarterly Mtg @	24 10:05am - JT-Corona Virus Call: 12pm - COT-Dan Mahr? @ CGCC	25
26	27	28	29 9am - Gorge Commission 11am - Save the Date: Port	30 9am - Gorge Commission Meeting @ Bridgeside, 745 NW Wa Na Pa St,	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
				9am - Gorge Commission Meeting @ Bridgeside, 745 NW Wa Na Pa St.	Publish 2nd Notice of BCM by	
3	4	5	6	7	8	9
	Cinco de Mayo		PC Meeting Packet Out	8am - Maritime Admin/Branden	7am - Chamber Econ. Dev 10am - KODL Coffee Break @	
10	11	12	13	14	15	16
Mother's Day	8:30am - KIHHR Radio @ Hood	9am - Gorge Commission	TBC-MCEDD/Jessica @ PC Mtg 9am - CANCELLED:Roger Kline 6:30pm - Port Meeting Dinner @ 7pm - Port Commission Meeting	6pm - Virtual-2020-2021		
17	18	19	20	21	22	23
	Kathy's Birthday!			10am - OPPA business meeting	12pm - COT @ CGCC	
24	25	26	27	28	29	30
	Memorial Day			12pm - Julie Lunch (monthly)	Publish Budget Summary by	
31	1	2	3	4	5	6

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: F-1.) REGULAR (VIRTUAL) MEETING MINUTES

➤ March 18, 2020 Regular (Virtual) Meeting Minutes

Staff Recommendation: **Approve March 18, 2020 Regular (Virtual) Meeting Minutes as presented**

Fiscal Impact: None

# PORT OF THE DALLES COMMISSION

## Regular "Virtual" Meeting Minutes March 18, 2020

The Regular 'Virtual' Meeting of the Port Commissioners was called to order by President Greg Weast at 7:00 p.m. *\*The meeting was held via the platform Free Conference Call; all attendees called in via telephone*

### ROLL CALL-Jennifer Toepke

**Commission:** Greg Weast, Mike Courtney, Staci Coburn, Robert Wallace, David Griffith  
**Staff:** Andrea Klaas, Executive Director; Jennifer Toepke, Executive Assistant; Bill Dick, Attorney  
**Staff Absent:** Angie McNab, Bookkeeper  
**Guests:** Jon Chaver & Kate Pooler, The Dalles Riverfront Dog Park

**PLEDGE OF ALLEGIANCE:** Commissioner Courtney

**AGENDA CORRECTIONS or ADDITIONS:** None

**PUBLIC HEARING FOR SUPPLEMENTAL BUDGET FY 19/20 OPENED TO RECEIVE CITIZENS TESTIMONY AT 7:02 p.m.:** No comments or questions were received

**PORT CALENDAR/EVENTS:** No comments or questions

**DISCUSSION ITEMS:** No comments or questions

1. *COT, Washington DC Community Outreach Program Recap to be included in Executive Director Klaas's Weekly Update*
2. *The Dalles Buildable Lands Inventory Update to be included in Executive Director Klaas's Weekly Update*

### REPORTS:

1. *Staff Report:* As included: No comments or questions
2. *Committee Reports*
  - a) *Wasco County Economic Development, Commissioner Courtney:* March's meeting was cancelled, there will be a Video Meeting in April
  - b) *Urban Renewal, Commissioner Coburn:* March's meeting was cancelled, there are no updates
  - c) *Dufur, Commissioner Wallace:* The school project is wrapping up
  - d) *Chamber of Commerce, Commissioner Griffith:* There is not much new news. They do have a new board, who is young & enthusiastic. They have released an article with all the restaurants in town that are still serving food. And they are making efforts to promote spending money in The Dalles

**PUBLIC HEARING FOR SUPPLEMENTAL BUDGET FY 19/20 CLOSED AT 7:09 p.m.:** No comments or questions were received

### ACTION ITEMS

1. **February 12, 2020 Regular Meeting Minutes were approved M/M. Courtney, S/D. Griffith, Motion Approved Unanimously**
2. **January 2020 Financial Reports were approved M/S. Coburn S/D. Griffith, Motion Approved Unanimously**
3. **February 2020 Financial Reports were approved M/S. Coburn S/D. Griffith, Motion Approved Unanimously**
4. **Resolution No. 20-001 Supplemental Budget was approved M/M. Courtney S/G. Weast, Motion Approved Unanimously**
5. **Resolution No. 20-002 Budget Transfers was approved M/M. Courtney S/R. Wallace, Motion Approved Unanimously**

6. **The Dalles Riverfront Dog Park Proposal (Jon Chavers & Kate Pooler) was approved for Port Staff to continue the discussion & outline conditions for the plan of the Dog Park M/G. Weast S/M. Courtney, Motion Approved Unanimously**

➤ *Discussion before approval: To ensure that no unfortunate accidents happen, make sure the embankment/fence(s) by the highway are high enough & dogs in that area are on leash's; in a project like this maintenance is always challenging, a good plan is needed – maybe Parks & Rec; working with Soil & Water Conservation: a \$15,000 grant; Oregon State said there should be Insurance available for a nonprofit like this.*

**COMMISSION CALL**

1. President, Commissioner Weast: Let's simplify the Financials every month, then quarterly they can be more detailed.
2. Commissioner Courtney: Feels the same as Commissioner Weast about the Financials. Thanks to ED Klaas & EA Toepke for their hard work during the past two weeks. And EA Toepke did a great job in ED Klaas's absence.
3. Commissioner Griffith: Nothing to comment.
4. Commissioner Coburn: The subject of the Financials has been brought up previously. Myself, ED Klaas, EA Toepke & BK McNab were to meet this month, but due to the situation had to reschedule to April.
5. Commissioner Wallace: Also agrees about the Financials.

**THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE PORT COMMISSION, the meeting adjourned at 7:24 p.m.**

**PORT OF THE DALLES:**

\_\_\_\_\_  
Greg Weast, President  
Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Robert Wallace, Secretary  
Board of Commissioners

DATE APPROVED: April 15, 2020

Prepared by: Jennifer Toepke, Executive Assistant



## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: F-2.) FINANCIAL REPORTS

- March 2020 Financial Reports

Overall March was a pretty quiet month. Some highlights:

### Local Government Investment Pool

- Average Interest Rate is 2.25%

### General Fund

- Interest from earnings is exceeding our budgeted amount
- Property Tax receipts are at 99.1% of budget
- Expenses are generally on track; the one exception to this is the Launch Ramp Water (Budgeted: \$375, YTD: \$1,127)
- Jordan Chelsa Landscaping did a Spring Clean-Up (\$2,450)

### Port Development Fund

### Marina Fund

### Fiscal Impact

- None

Staff Recommendation: **Approve March 2020 Financial Reports as presented**

**Port of The Dalles**  
**Balance Sheet by Class**  
 As of March 31, 2020

	General Fu...	Marina ...	Port Devel...	Un...	TOTAL
<b>ASSETS</b>					
Current Assets					
Checking/Savings					
CSB Checking					
General Checking	40,488.34	0.00	-10,432.14	0.00	30,056.20
Marina Checking	0.00	4,249.94	0.00	0.00	4,249.94
Port Develop. Checking	0.00	0.00	11,569.17	0.00	11,569.17
<b>Total CSB Checking</b>	<b>40,488.34</b>	<b>4,249.94</b>	<b>1,137.03</b>	<b>0.00</b>	<b>45,875.31</b>
LGIP					
Marina Services	0.00	49,647.16	0.00	0.00	49,647.16
Port Develop	0.00	0.00	3,295,377.72	0.00	3,295,377.72
General	1,234,119.05	0.00	0.00	0.00	1,234,119.05
<b>Total LGIP</b>	<b>1,234,119.05</b>	<b>49,647.16</b>	<b>3,295,377.72</b>	<b>0.00</b>	<b>4,579,143.93</b>
Petty Cash	66.24	28.54	55.22	0.00	150.00
<b>Total Checking/Savings</b>	<b>1,274,673.63</b>	<b>53,925.64</b>	<b>3,296,569.97</b>	<b>0.00</b>	<b>4,625,169.24</b>
<b>Total Current Assets</b>	<b>1,274,673.63</b>	<b>53,925.64</b>	<b>3,296,569.97</b>	<b>0.00</b>	<b>4,625,169.24</b>
<b>TOTAL ASSETS</b>	<b>1,274,673.63</b>	<b>53,925.64</b>	<b>3,296,569.97</b>	<b>0.00</b>	<b>4,625,169.24</b>
<b>LIABILITIES &amp; EQUITY</b>					
Liabilities					
Current Liabilities					
Other Current Liabilities					
Payroll Liabilities					
P/R Taxes Payable- Pers	1,588.83	0.00	0.00	0.00	1,588.83
P/R Taxes Payable-State	-309.00	0.00	0.00	0.00	-309.00
P/R Taxes Payable-Federal	13.96	0.00	0.00	0.00	13.96
Payroll Liabilities - Other	570.05	0.00	0.00	0.00	570.05
<b>Total Payroll Liabilities</b>	<b>1,863.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,863.84</b>
<b>Total Other Current Liabilities</b>	<b>1,863.84</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,863.84</b>
<b>Total Current Liabilities</b>	<b>1,863.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,863.85</b>
<b>Total Liabilities</b>	<b>1,863.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,863.85</b>
Equity					
Unrestricted Net Assets	957,066.00	53,142.87	3,680,304.94	0.00	4,690,513.81
Net Income	315,743.79	782.71	-383,734.97	0.00	-67,208.47
<b>Total Equity</b>	<b>1,272,809.79</b>	<b>53,925.58</b>	<b>3,296,569.97</b>	<b>0.00</b>	<b>4,623,305.34</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,274,673.64</b>	<b>53,925.58</b>	<b>3,296,569.97</b>	<b>0.00</b>	<b>4,625,169.19</b>
<b>UNBALANCED CLASSES</b>	<b>-0.01</b>	<b>0.06</b>	<b>0.00</b>	<b>0.00</b>	<b>-0.05</b>

10:35 AM  
 04/09/20  
 Cash Basis

**Port of The Dalles**  
**Account QuickReport**  
 As of March 31, 2020

Type	Num	Name	Memo	Paid Amount
<b>CSB Checking</b>				
<b>General Checking</b>				
Check	EFT	Brokers National Lif...		-53.70
Bill Pmt -Check	24126	Bohns Printing		-189.25
Bill Pmt -Check	24127	City Of The Dalles.		-282.21
Bill Pmt -Check	24128	Dick, Dick & Corey, ...		-320.00
Bill Pmt -Check	24129	Home Depot Credit ...		-33.43
Bill Pmt -Check	24130	Jordan Chelsa	landscaping	-2,450.00
Bill Pmt -Check	24131	PUD		-356.48
Bill Pmt -Check	24132	Sawyers Ace Hard...		-264.79
Bill Pmt -Check	24133	The Dalles Chronicle		-120.00
Bill Pmt -Check	24134	The Dalles Disposal		-82.68
Bill Pmt -Check	24135	Verizon		-159.39
Paycheck	24137	Andrea L. Klaas		-3,319.28
Paycheck	24136	Jennifer Toepke		-1,765.80
Liability Check	EFT	Oregon Department...	0504064-4	-410.00
Liability Check	EFT	United States Treas...	93-6001833	-1,603.44
Deposit			Deposit	23,412.29
Liability Check	EFT	Pers	02501	-2,443.73
Bill Pmt -Check	24138	Andrea Klaas		-238.05
Bill Pmt -Check	24139	Cardmember Servic...		-1,432.76
Bill Pmt -Check	24140	Dick, Dick & Corey, ...		-90.00
Bill Pmt -Check	24141	Gorge Networks		-163.14
Bill Pmt -Check	24142	ISU-The Stratton A...		-185.00
Bill Pmt -Check	24143	Robert Wallace		-204.70
Paycheck	24145	Gerald L. Rundell		-688.25
Paycheck	24147	Mark R Roth		-113.91
Paycheck	24146	Jennifer Toepke		-2,019.97
Paycheck	24144	Andrea L. Klaas		-3,319.28
Liability Check	EFT	Oregon Department...	0504064-4	-506.00
Liability Check	EFT	United States Treas...	93-6001833	-1,941.64
General Journal	AW		payroll	-4,487.24
General Journal	AW		payroll	5,068.47
General Journal	AW		payroll	0.00
General Journal	AW		payroll	-581.23
Total General Checking				-1,344.59
<b>Marina Checking</b>				
Total Marina Checking				
<b>Port Develop. Checking</b>				
Bill Pmt -Check	22653	Angie Wilson		-775.00
Bill Pmt -Check	22654	Dick, Dick & Corey, ...		-1,065.00
Bill Pmt -Check	22655	Greg Weast		-1,042.61
Bill Pmt -Check	22656	SDIS		-4,008.06
Deposit			Deposit	759.07
Bill Pmt -Check	22657	Andrea Klaas		-409.95
Bill Pmt -Check	22658	Cardmember Servic...		-3,805.20
Bill Pmt -Check	22659	Dick, Dick & Corey, ...		-370.00
Total Port Develop. Checking				-10,716.75
Total CSB Checking				-12,061.34
<b>TOTAL</b>				<b>-12,061.34</b>

**Port of The Dalles**  
**Monthly Activity Report by Fund**  
 March 2020

	General Fu...	Port Devel...	TOTAL
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Interest From Earnings	1,682.93	6,358.35	8,041.28
Prior Yr Property Tax	528.68	0.00	528.68
Interest From Contracts			
V&G	0.00	366.83	366.83
<b>Total Interest From Contracts</b>	<b>0.00</b>	<b>366.83</b>	<b>366.83</b>
Misc. Income	854.50	0.00	854.50
lease-land/Facility	21,704.97	0.00	21,704.97
Land Sales			
V&G	0.00	392.24	392.24
<b>Total Land Sales</b>	<b>0.00</b>	<b>392.24</b>	<b>392.24</b>
Property Tax	7,873.27	0.00	7,873.27
<b>Total Income</b>	<b>32,644.35</b>	<b>7,117.42</b>	<b>39,761.77</b>
<b>Gross Profit</b>	<b>32,644.35</b>	<b>7,117.42</b>	<b>39,761.77</b>
<b>Expense</b>			
<b>PERSONAL SERVICES-</b>			
<b>Payroll Expenses</b>			
<b>Wages</b>			
Salary- Exec. Director	4,666.67	4,666.67	9,333.34
Maintenance Supervisor	900.00	0.00	900.00
Maint- PT	132.00	0.00	132.00
Admin/Marina Specialist	0.00	4,796.00	4,796.00
<b>Total Wages</b>	<b>5,698.67</b>	<b>9,462.67</b>	<b>15,161.34</b>
FICA-EMPLOYER	435.94	741.10	1,177.04
PERS EMPLOYER	1,906.35	0.00	1,906.35
WRKRS COMP EMPLOYER	2.02	3.55	5.57
Payroll Expenses - Other	6.19	224.84	231.03
<b>Total Payroll Expenses</b>	<b>8,049.17</b>	<b>10,432.16</b>	<b>18,481.33</b>
Health Insurance	53.70	0.00	53.70
<b>Total PERSONAL SERVICES-</b>	<b>8,102.87</b>	<b>10,432.16</b>	<b>18,535.03</b>
<b>MATERIAL AND SERVICES-</b>			
<b>Transient Moorage Expense</b>			
Transient Moorage Utilities	82.81	0.00	82.81
<b>Total Transient Moorage Expense</b>	<b>82.81</b>	<b>0.00</b>	<b>82.81</b>
Contracted Service	0.00	775.00	775.00
Develop and Comm	289.00	1,645.40	1,934.40
Dues, Fees and Subscriptions	18.03	0.00	18.03
Insurance-Liability	185.00	4,008.06	4,193.06
Legal	410.00	1,435.00	1,845.00
<b>Maintenance and Repair</b>			
Weed Control/landscaping	2,450.00	0.00	2,450.00
Shop	59.96	0.00	59.96
Vehicle Expense			
Repair	14.99	0.00	14.99
<b>Total Vehicle Expense</b>	<b>14.99</b>	<b>0.00</b>	<b>14.99</b>
<b>Total Maintenance and Repair</b>	<b>2,524.95</b>	<b>0.00</b>	<b>2,524.95</b>
<b>Launch Ramp</b>			
Garbage	82.68	0.00	82.68
Supplies	117.95	0.00	117.95
Launch Ramp Water	125.27	0.00	125.27
Launch Ramp Electric	21.59	0.00	21.59

**Port of The Dalles**  
**Monthly Activity Report by Fund**  
 March 2020

	General Fu...	Port Devel...	TOTAL
Total Launch Ramp	347.49	0.00	347.49
Office Supplies	367.72	0.00	367.72
Office Equipment	159.99	0.00	159.99
Travel Expense	442.75	0.00	442.75
Utilities			
Office			
Water Office	50.30	0.00	50.30
Office Electric	252.08	0.00	252.08
Sewer Office	106.64	0.00	106.64
Telephone	322.53	0.00	322.53
Total Office	731.55	0.00	731.55
Total Utilities	731.55	0.00	731.55
Marketing Expenses			
Travel	1,012.64	3,612.36	4,625.00
Total Marketing Expenses	1,012.64	3,612.36	4,625.00
Total MATERIAL AND SERVICES-	6,571.93	11,475.82	18,047.75
Total Expense	14,674.80	21,907.98	36,582.78
Net Ordinary Income	17,969.55	-14,790.56	3,178.99
Net Income	<u>17,969.55</u>	<u>-14,790.56</u>	<u>3,178.99</u>

**Port of The Dalles-GENERAL**  
**Profit & Loss Budget vs. Actual-SUMMARY**  
 July 2019 through March 2020

	<u>Jul '19 - Mar...</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Grants	85,158.90		
Begining Fund Balance	0.00	884,921.00	0.0%
Transient Moorage	1,520.00	2,000.00	76.0%
Map Grant	8,300.00	9,800.00	84.7%
Interest From Earnings	24,023.74	17,699.00	135.7%
Prior Yr Property Tax	12,916.06		
Misc. Income	1,496.21	2,000.00	74.8%
lease-land/Facility	88,432.37	65,500.00	135.0%
SDAO Grant	0.00	6,000.00	0.0%
Airport Well	0.00	15,150.00	0.0%
Marina Loan	0.00	11,621.00	0.0%
Property Tax	330,426.16	333,461.00	99.1%
<b>Total Income</b>	<u>552,273.44</u>	<u>1,348,152.00</u>	<u>41.0%</u>
<b>Gross Profit</b>	552,273.44	1,348,152.00	41.0%
<b>Expense</b>			
PERSONAL SERVICES-	117,986.06	179,280.00	65.8%
MATERIAL AND SERVICES-	103,438.21	144,000.00	71.8%
CAPITAL OUTLAYS-	15,105.38	40,000.00	37.8%
<b>Total Expense</b>	<u>236,529.65</u>	<u>363,280.00</u>	<u>65.1%</u>
<b>Net Ordinary Income</b>	315,743.79	984,872.00	32.1%
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
Transfer to Other Funds	0.00	500,000.00	0.0%
General Operating Contingency	0.00	50,000.00	0.0%
<b>Total Other Expense</b>	<u>0.00</u>	<u>550,000.00</u>	<u>0.0%</u>
<b>Net Other Income</b>	0.00	-550,000.00	0.0%
<b>Net Income</b>	<u><u>315,743.79</u></u>	<u><u>434,872.00</u></u>	<u><u>72.6%</u></u>

**Port of The Dalles-GENERAL  
 Profit & Loss Budget vs. Actual-DETAIL  
 July 2019 through March 2020**

	Jul '19 - Mar...	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Grants	85,158.90		
Beginning Fund Balance	0.00	884,921.00	0.0%
Transient Moorage			
Guests	1,520.00	2,000.00	76.0%
<b>Total Transient Moorage</b>	1,520.00	2,000.00	76.0%
Map Grant			
Launch Ramp	0.00	9,800.00	0.0%
Map Grant - Other	8,300.00		
<b>Total Map Grant</b>	8,300.00	9,800.00	84.7%
Interest From Earnings	24,023.74	17,699.00	135.7%
Prior Yr Property Tax	12,916.06		
Misc. Income	1,496.21	2,000.00	74.8%
lease-land/Facility	88,432.37	65,500.00	135.0%
SDAO Grant	0.00	6,000.00	0.0%
Airport Well	0.00	15,150.00	0.0%
Marina Loan	0.00	11,621.00	0.0%
Property Tax	330,426.16	333,461.00	99.1%
<b>Total Income</b>	552,273.44	1,348,152.00	41.0%
<b>Gross Profit</b>	552,273.44	1,348,152.00	41.0%
<b>Expense</b>			
<b>PERSONAL SERVICES-</b>			
Payroll Expenses			
Wages			
Marketing/Communications	0.00	7,200.00	0.0%
Assistant Spec. Projects	0.00	31,200.00	0.0%
Salary- Exec. Director	52,393.97	75,000.00	69.9%
Maintenance Supervisor	7,150.00	11,980.00	59.7%
Maint- PT	1,436.00	10,400.00	13.8%
Admin/Marina Specialist	20,934.50		
<b>Total Wages</b>	81,914.47	135,780.00	60.3%
FICA-EMPLOYER	6,942.36	10,000.00	69.4%
PERS EMPLOYER	11,584.87	11,000.00	105.3%
WRKRS COMP EMPLOYER	2,159.01	2,500.00	86.4%
Payroll Expenses - Other	160.66		
<b>Total Payroll Expenses</b>	102,761.37	159,280.00	64.5%
Health Insurance	15,224.69	20,000.00	76.1%
<b>Total PERSONAL SERVICES-</b>	117,986.06	179,280.00	65.8%
<b>MATERIAL AND SERVICES-</b>			
Transient Moorage Expense			
Transient Moorage Utilities	411.08		
<b>Total Transient Moorage Expense</b>	411.08		
Contracted Service	9,405.00	25,000.00	37.6%
Account and Audit	10,000.00	10,000.00	100.0%
Develop and Comm	4,395.12	5,000.00	87.9%
Dues, Fees and Subscriptions	17,990.90	24,000.00	75.0%
Insurance-Liability	12,123.00	15,000.00	80.8%
Legal	2,555.00	5,000.00	51.1%
Maintenance and Repair			
Weed Control/landscaping	15,708.96		
Shop	1,069.82		
Office	1,051.90		
Vehicle Expense			

**Port of The Dalles-GENERAL**  
**Profit & Loss Budget vs. Actual-DETAIL**  
 July 2019 through March 2020

	Jul '19 - Mar...	Budget	% of Budget
Repair	588.05		
Gas	580.63		
<b>Total Vehicle Expense</b>	<b>1,168.68</b>		
Maintenance and Repair - Other	0.00	15,000.00	0.0%
<b>Total Maintenance and Repair</b>	<b>18,999.36</b>	<b>15,000.00</b>	<b>126.7%</b>
<b>Launch Ramp</b>			
Garbage	921.98		
Supplies	3,258.80		
Launch Ramp Water	1,127.43	375.00	300.6%
Launch Ramp Garbage	0.00	250.00	0.0%
Launch Ramp Electric	314.67	375.00	83.9%
Launch Ramp - Other	0.00	12,000.00	0.0%
<b>Total Launch Ramp</b>	<b>5,622.88</b>	<b>13,000.00</b>	<b>43.3%</b>
Office Supplies	3,007.06	5,000.00	60.1%
Office Equipment	2,396.05	3,000.00	79.9%
Staff Development/Enhance	1,004.84	3,000.00	33.5%
Travel Expense	2,919.08	10,000.00	29.2%
<b>Utilities</b>			
Industrial			
Industrial Water	445.60	2,000.00	22.3%
<b>Total Industrial</b>	<b>445.60</b>	<b>2,000.00</b>	<b>22.3%</b>
Office			
Water Office	1,224.66		
Office Electric	1,736.74		
Sewer Office	931.76		
Garbage Office	359.57		
Telephone	2,955.33		
<b>Total Office</b>	<b>7,208.06</b>		
Utilities - Other	0.00	9,000.00	0.0%
<b>Total Utilities</b>	<b>7,653.66</b>	<b>11,000.00</b>	<b>69.6%</b>
<b>Marketing Expenses</b>			
Travel	4,955.18		
<b>Total Marketing Expenses</b>	<b>4,955.18</b>		
<b>Total MATERIAL AND SERVICES-</b>	<b>103,438.21</b>	<b>144,000.00</b>	<b>71.8%</b>
<b>CAPITAL OUTLAYS-</b>			
Marina Expense			
Faciltiy Improvements	2,970.08	10,000.00	29.7%
<b>Total Marina Expense</b>	<b>2,970.08</b>	<b>10,000.00</b>	<b>29.7%</b>
Building Improvements	12,135.30	30,000.00	40.5%
<b>Total CAPITAL OUTLAYS-</b>	<b>15,105.38</b>	<b>40,000.00</b>	<b>37.8%</b>
<b>Total Expense</b>	<b>236,529.65</b>	<b>363,280.00</b>	<b>65.1%</b>
Net Ordinary Income	315,743.79	984,872.00	32.1%
Other Income/Expense			
Other Expense			
Transfer to Other Funds	0.00	500,000.00	0.0%
General Operating Contingency	0.00	50,000.00	0.0%
<b>Total Other Expense</b>	<b>0.00</b>	<b>550,000.00</b>	<b>0.0%</b>



10:33 AM  
04/09/20  
Cash Basis

Port of The Dalles-GENERAL  
Profit & Loss Budget vs. Actual-DETAIL  
July 2019 through March 2020

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	<u>Jul '19 - Mar...</u>	<u>Budget</u>	<u>% of Budget</u>
Net Other Income	0.00	-550,000.00	0.0%
Net Income	<u>315,743.79</u>	<u>434,872.00</u>	<u>72.6%</u>

**Port of The Dalles-PDF**  
**Profit & Loss Budget vs. Actual-SUMMARY**  
 July 2019 through March 2020

	<u>Jul '19 - Mar 20</u>	<u>Budget</u>	<u>% of ...</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Grants	5,000.00		
Beginning Fund Balance	0.00	4,050,143.00	0.0%
Interest From Earnings	59,234.67	81,003.00	73.1%
Interest From Contracts	3,354.15	5,000.00	67.1%
matching grants	0.00	200,000.00	0.0%
Land Sales	3,477.48	800,000.00	0.4%
City Of Dufur Water System Loan	0.00	39,310.00	0.0%
<b>Total Income</b>	<u>71,066.30</u>	<u>5,175,456.00</u>	<u>1.4%</u>
<b>Gross Profit</b>	71,066.30	5,175,456.00	1.4%
<b>Expense</b>			
PERSONAL SERVICES-	52,694.98	101,520.00	51.9%
MATERIAL AND SERVICES-	49,430.14	137,000.00	36.1%
CAPITAL OUTLAYS-	0.00	2,560,000.00	0.0%
<b>Total Expense</b>	<u>102,125.12</u>	<u>2,798,520.00</u>	<u>3.6%</u>
<b>Net Ordinary Income</b>	-31,058.82	2,376,936.00	-1.3%
<b>Other Income/Expense</b>			
<b>Other Income</b>			
transfer from other funds	0.00	500,000.00	0.0%
<b>Total Other Income</b>	0.00	500,000.00	0.0%
<b>Other Expense</b>			
Special Payments	200,000.00	1,500,000.00	13.3%
Other Debt Service	152,676.15	175,000.00	87.2%
General Operating Contingency	0.00	50,000.00	0.0%
<b>Total Other Expense</b>	<u>352,676.15</u>	<u>1,725,000.00</u>	<u>20.4%</u>
<b>Net Other Income</b>	-352,676.15	-1,225,000.00	28.8%
<b>Net Income</b>	<u><b>-383,734.97</b></u>	<u><b>1,151,936.00</b></u>	<u><b>-33.3%</b></u>

**Port of The Dalles-PDF**  
**Profit & Loss Budget vs. Actual-DETAIL**  
 July 2019 through March 2020

	Jul '19 - M...	Budget	% of ...
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Grants	5,000.00		
Beginning Fund Balance	0.00	4,050,143.00	0.0%
Interest From Earnings	59,234.67	81,003.00	73.1%
Interest From Contracts			
V&G	3,354.15		
Interest From Contracts - Other	0.00	5,000.00	0.0%
<b>Total Interest From Contracts</b>	<b>3,354.15</b>	<b>5,000.00</b>	<b>67.1%</b>
matching grants	0.00	200,000.00	0.0%
Land Sales			
V&G	3,477.48		
Land Sales - Other	0.00	800,000.00	0.0%
<b>Total Land Sales</b>	<b>3,477.48</b>	<b>800,000.00</b>	<b>0.4%</b>
City Of Dufur Water System Loan	0.00	39,310.00	0.0%
<b>Total Income</b>	<b>71,066.30</b>	<b>5,175,456.00</b>	<b>1.4%</b>
<b>Gross Profit</b>	<b>71,066.30</b>	<b>5,175,456.00</b>	<b>1.4%</b>
<b>Expense</b>			
<b>PERSONAL SERVICES-</b>			
Payroll Expenses			
Wages			
Marketing/Communications	0.00	7,200.00	0.0%
Assistant Spec. Projects	0.00	31,200.00	0.0%
Salary- Exec. Director	31,606.09	37,000.00	85.4%
Maintenance Supervisor	600.00	4,000.00	15.0%
Admin/Marina Specialist	9,237.75		
<b>Total Wages</b>	<b>41,443.84</b>	<b>79,400.00</b>	<b>52.2%</b>
FICA-EMPLOYER	3,228.32	5,000.00	64.6%
PERS EMPLOYER	0.00	7,000.00	0.0%
WRKRS COMP EMPLOYER	13.19	120.00	11.0%
Payroll Expenses - Other	804.92		
<b>Total Payroll Expenses</b>	<b>45,490.27</b>	<b>91,520.00</b>	<b>49.7%</b>
Health Insurance	7,204.71	10,000.00	72.0%
<b>Total PERSONAL SERVICES-</b>	<b>52,694.98</b>	<b>101,520.00</b>	<b>51.9%</b>
<b>MATERIAL AND SERVICES-</b>			
Land Sales			
Land Sales Closing Cost	0.00	10,000.00	0.0%
Land Sale Commissions	0.00	20,000.00	0.0%
<b>Total Land Sales</b>	<b>0.00</b>	<b>30,000.00</b>	<b>0.0%</b>
Contracted Service	24,667.50	50,000.00	49.3%
Account and Audit	4,980.00	10,000.00	49.8%
Develop and Comm	2,919.48	2,000.00	146.0%
Insurance-Liability	4,008.06		
Legal	1,735.00	15,000.00	11.6%
Office Supplies	44.00		
Marketing Expenses			
Media/Promo	244.86	10,000.00	2.4%
Travel	10,831.24	20,000.00	54.2%
<b>Total Marketing Expenses</b>	<b>11,076.10</b>	<b>30,000.00</b>	<b>36.9%</b>
<b>Total MATERIAL AND SERVICES-</b>	<b>49,430.14</b>	<b>137,000.00</b>	<b>36.1%</b>
<b>CAPITAL OUTLAYS-</b>			
Engineering/Consultants	0.00	50,000.00	0.0%

**Port of The Dalles-PDF  
 Profit & Loss Budget vs. Actual-DETAIL  
 July 2019 through March 2020**

	Jul '19 - M...	Budget	% of ...
Land Acquisition/Development	0.00	2,000,000.00	0.0%
PDF- Facility Improvements	0.00	10,000.00	0.0%
Partnership Projects	0.00	500,000.00	0.0%
<b>Total CAPITAL OUTLAYS-</b>	<b>0.00</b>	<b>2,560,000.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>102,125.12</b>	<b>2,798,520.00</b>	<b>3.6%</b>
<b>Net Ordinary Income</b>	<b>-31,058.82</b>	<b>2,376,936.00</b>	<b>-1.3%</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
transfer from other funds			
General Fund	0.00	500,000.00	0.0%
<b>Total transfer from other funds</b>	<b>0.00</b>	<b>500,000.00</b>	<b>0.0%</b>
<b>Total Other Income</b>	<b>0.00</b>	<b>500,000.00</b>	<b>0.0%</b>
<b>Other Expense</b>			
<b>Special Payments</b>			
CGCC Community College	200,000.00	1,500,000.00	13.3%
<b>Total Special Payments</b>	<b>200,000.00</b>	<b>1,500,000.00</b>	<b>13.3%</b>
<b>Other Debt Service</b>	<b>152,676.15</b>	<b>175,000.00</b>	<b>87.2%</b>
General Operating Contingency	0.00	50,000.00	0.0%
<b>Total Other Expense</b>	<b>352,676.15</b>	<b>1,725,000.00</b>	<b>20.4%</b>
<b>Net Other Income</b>	<b>-352,676.15</b>	<b>-1,225,000.00</b>	<b>28.8%</b>
<b>Net Income</b>	<b>-383,734.97</b>	<b>1,151,936.00</b>	<b>-33.3%</b>

Port of The Dalles-MARINA  
**Profit & Loss Budget vs. Actual-SUMMARY**  
July 2019 through March 2020

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	<u>Jul '19 - Mar ...</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
Beginning Fund Balance	0.00	52,776.00	0.0%
Interest From Earnings	782.71	1,056.00	74.1%
<b>Total Income</b>	<u>782.71</u>	<u>53,832.00</u>	<u>1.5%</u>
<b>Gross Profit</b>	<u>782.71</u>	<u>53,832.00</u>	<u>1.5%</u>
<b>Net Ordinary Income</b>	<u>782.71</u>	<u>53,832.00</u>	<u>1.5%</u>
<b>Net Income</b>	<u><b>782.71</b></u>	<u><b>53,832.00</b></u>	<u><b>1.5%</b></u>

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

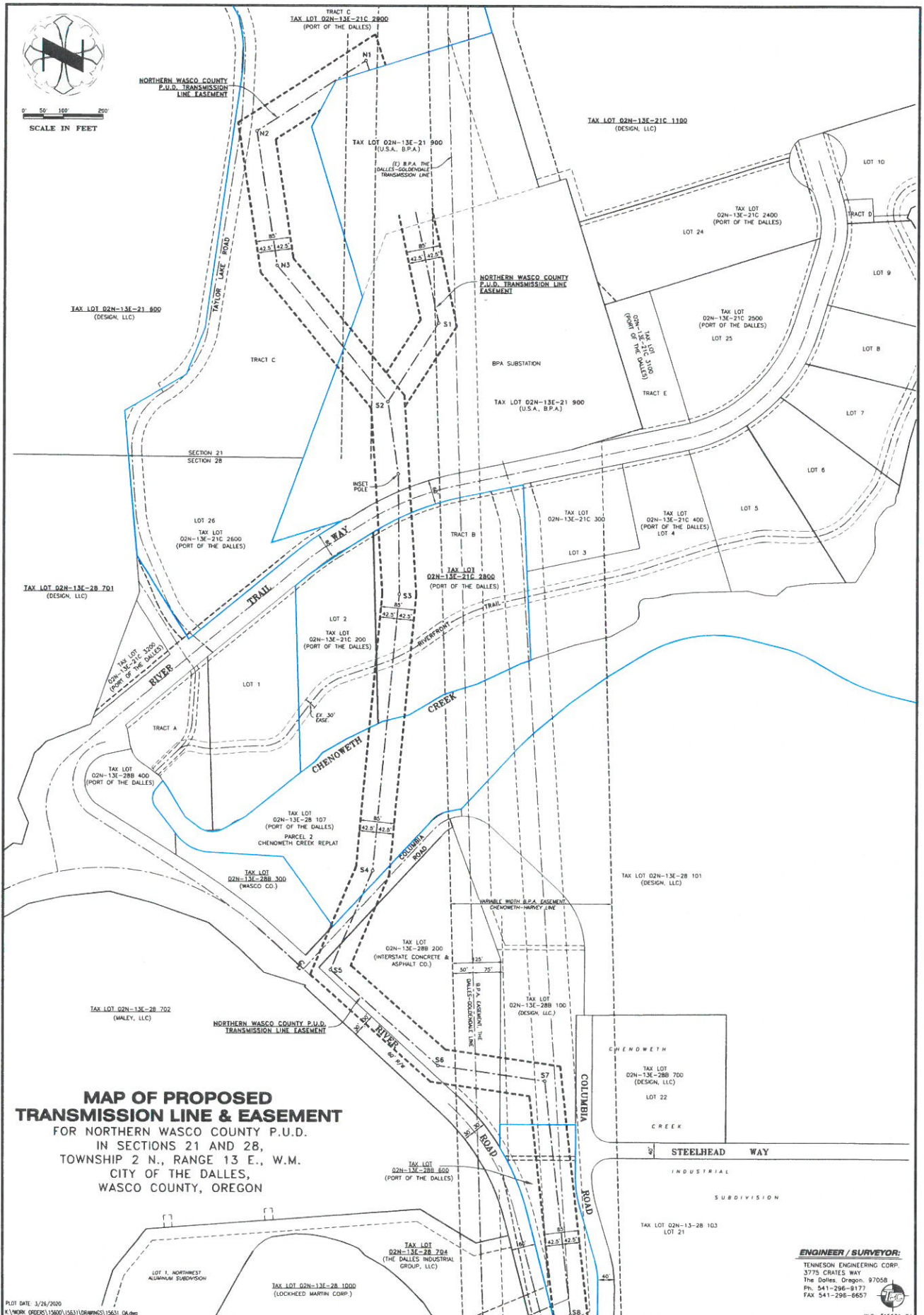
Subject: **F-3.) Approve Northern Wasco County People's Utility District (NWCPUD) 230 kV TransLink Easements on Tax Lots: #02N-13E-21C 200; #02N-13E-21C 2800; #02N-13E-21C 2900; #02N-13E-28 107; #02N-13E-28B 600**

- NWCPUD 230 kV TransLink Easements on Tax Lots #02N-13E-21C 200; #02N-13E-21C 2800; #02N-13E-21C 2900; #02N-13E-28 107; #02N-13E-28B 600: *Based on the final survey by Tenneson Engineering (included as Exhibit A in the Easements), the proposed amount for this easement is \$68,475.00; payment to The Port will be disbursed when all agreements and the easements are fully executed, and the easements are recorded.*

Staff Recommendation: **Motion to Approve Northern Wasco County People's Utility District TransLink Easements on Tax Lots Specified herein as presented**



SCALE IN FEET



MAP OF PROPOSED TRANSMISSION LINE & EASEMENT FOR NORTHERN WASCO COUNTY P.U.D. IN SECTIONS 21 AND 28, TOWNSHIP 2 N., RANGE 13 E., W.M. CITY OF THE DALLES, WASCO COUNTY, OREGON

PLT DATE: 3/26/2020 K:\WORK ORDERS\15600\15631\550\DWG\15631\_04.dwg

ENGINEER / SURVEYOR: TENNESON ENGINEERING CORP. 3775 CRATES WAY The Dalles, Oregon, 97058 Ph. 541-296-9177 FAX 541-296-6657

W.D. #15631\_04

THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.



**LEGEND**

- WETLAND AREA\*
- TRANSMISSION CENTERLINE
- TRANSMISSION ROW EDGE \*\*
- STRUCTURE LOCATION

\* WETLANDS DELINEATED IN 2012 BY TERRA SCIENCE, INC. AND THE OREGON DEPARTMENT OF STATE AND LANDS.

\*\* RIGHT OF WAY WIDTH IS 42.5' ON EITHER SIDE OF CENTERLINE (85'-0") TOTAL

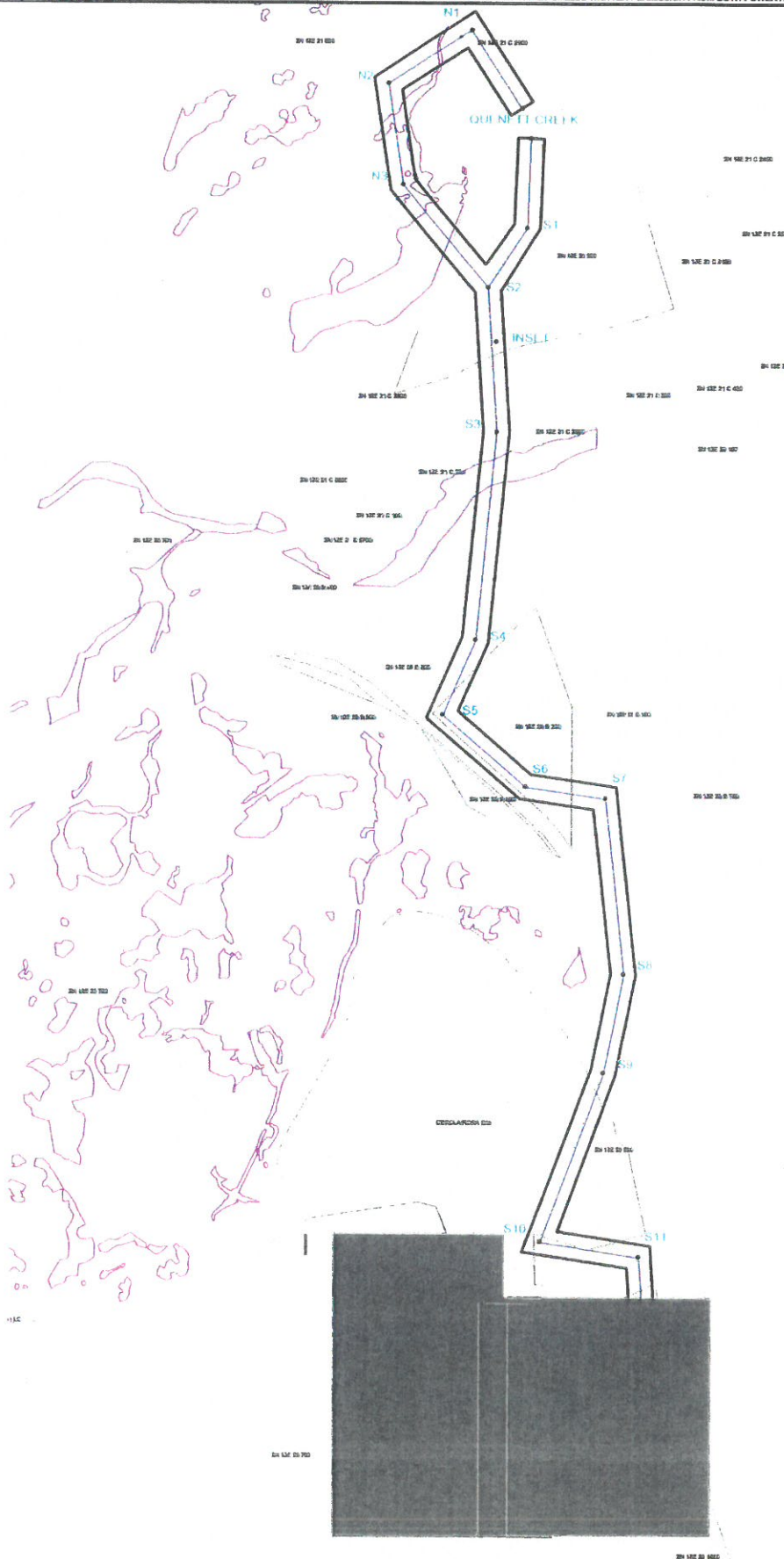


EASEMENT  
1" = 350'

										DSGN BRD 02/25/2020 DRN JKB 02/25/2020 CKD RSP 02/25/2020	 	NORTHERN WASCO COUNTY	JOB NUMBER 153793	REV 
										SCALE: AS NOTED		TRANSL NK 2301V	DRAWING NUMBER ALIGN	
A	ISSUED FOR DISCUSSION	02/27/2020	JKB	BRD	RSP	BRD	REFERENCE DRAWINGS				ALIGNMENT EXHIBIT			
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD								



THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.



**LEGEND**

- WETLAND AREA\*
- TRANSMISSION CENTERLINE
- TRANSMISSION ROW EDGE \*\*
- STRUCTURE LOCATION

\* WETLANDS DELINEATED IN 2012 BY TERRA SCIENCE, INC AND THE OREGON DEPARTMENT OF STATE AND LANDS.

\*\* RIGHT OF WAY WIDTH IS 42.5' ON EITHER SIDE OF CENTERLINE (85'-0") TOTAL



EASEMENT  
1" = 350'

						DSGN BRD 02/25/2020 DRN JKB 02/25/2020 CKD RBP 02/25/2020 SCALE AB NOTED		NORTHERN WASCO COUNTY TRANSL NR 2301-V	JOB NUMBER 153783	REV 
A	ISSUED FOR DISCUSSION	02/27/2020	JKB	BRD	RSP	BRD			ALIGNMENT EXHIBIT	DRAWING NUMBER <b>ALIGN</b>
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS			

AFTER RECORDING, RETURN TO:

Northern Wasco County People's Utility District  
2345 River Road  
The Dalles, OR 97058  
UEC REFERENCE: Tax Lot #02N-13E-21C 200

### EASEMENT

The Port of The Dalles, an Oregon port district, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Northern Wasco County People's Utility District, an Oregon people's utility district, Grantee, and to its licensees, successors or assigns, a perpetual easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television, data and communication lines, or any related system and facilities on, across, over, or under the following property:

Lot 2, of the Columbia Gorge Industrial Center Subdivision, in Section 28, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon ("Property").

The area subject to the Easement described herein ("Easement Area") is the following:

Commencing at the Northeast corner of said Lot 2; thence on the East line of said Lot 2, South 01°43'52" East 308.98 feet to the true point of beginning of this description; thence leaving said East line, South 05°23'12" West 179.81 feet, more or less, to the intersection with the centerline of Chenoweth Creek; thence on said centerline, North 64°08'38" East 24.41 feet, more or less, to the Southeast corner of said Lot 2; thence on the East line of said Lot 2, North 01°43'52" West 168.45 feet, more or less, to the true point of beginning of this description.

The Easement Area contains 1,876 square feet (0.043 acre), more or less.

The Easement Area is also as depicted on attached Exhibit A.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of poles, conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means,

machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described Easement Area which may pose a hazard to the operation of the facilities within the Easement Area; to keep the Easement Area clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the poles, lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described Easement Area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Grantor hereby consents to Grantee's future application for any land use or other governmental approval necessary to exercise Grantee's rights under the Easement.

Grantee shall indemnify, defend, and hold harmless Grantor, its officers, agents, and employees, from and against all third-party claims made against Grantor for any property damage or personal injury arising from Grantee's use of the Easement and resulting from the negligence or willful misconduct of Grantee, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantor, its officers, agents, employees.

Grantor shall indemnify, defend, and hold harmless Grantee, its officers, agents, and employees, from and against all third-party claims made against Grantee for any property damage or personal injury arising from Grantor's use of the property and resulting from the negligence or willful misconduct of Grantor, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantee, its officers, agents, employees.

Grantor shall further indemnify and release Grantee, its officers, agents, and employees, from and against all claims of any nature arising from the presence, release or threatened release of any hazardous material (as defined by federal or state law) at or from the property prior to Grantee's use of the Easement, regardless of whether any act, omission, event or circumstance giving rise to the claim constituted a violation of law at the time of the occurrence or inception of such act, omission, event or circumstance.

Grantor covenants that it is the owner of the above-described lands.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR: Port of The Dalles, an Oregon Port District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

THIS CERTIFIES that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned personally appeared the above named \_\_\_\_\_, President and \_\_\_\_\_, Secretary, of the Port of The Dalles, an Oregon Port District on behalf of said District by authority of its governing body, known to me to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Acknowledged and Accepted by Grantee, Attached

**ACKNOWLEDGED AND ACCEPTED BY GRANTEE:**

Northern Wasco County People's Utility District

By: \_\_\_\_\_

Print Name: Paul Titus

Its: Principal Engineer

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

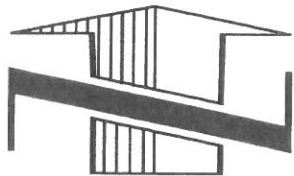
On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned, personally appeared the above named Paul Titus as the Principal Engineer of the Northern Wasco County People's Utility District, known to me to be the identical person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Before me:

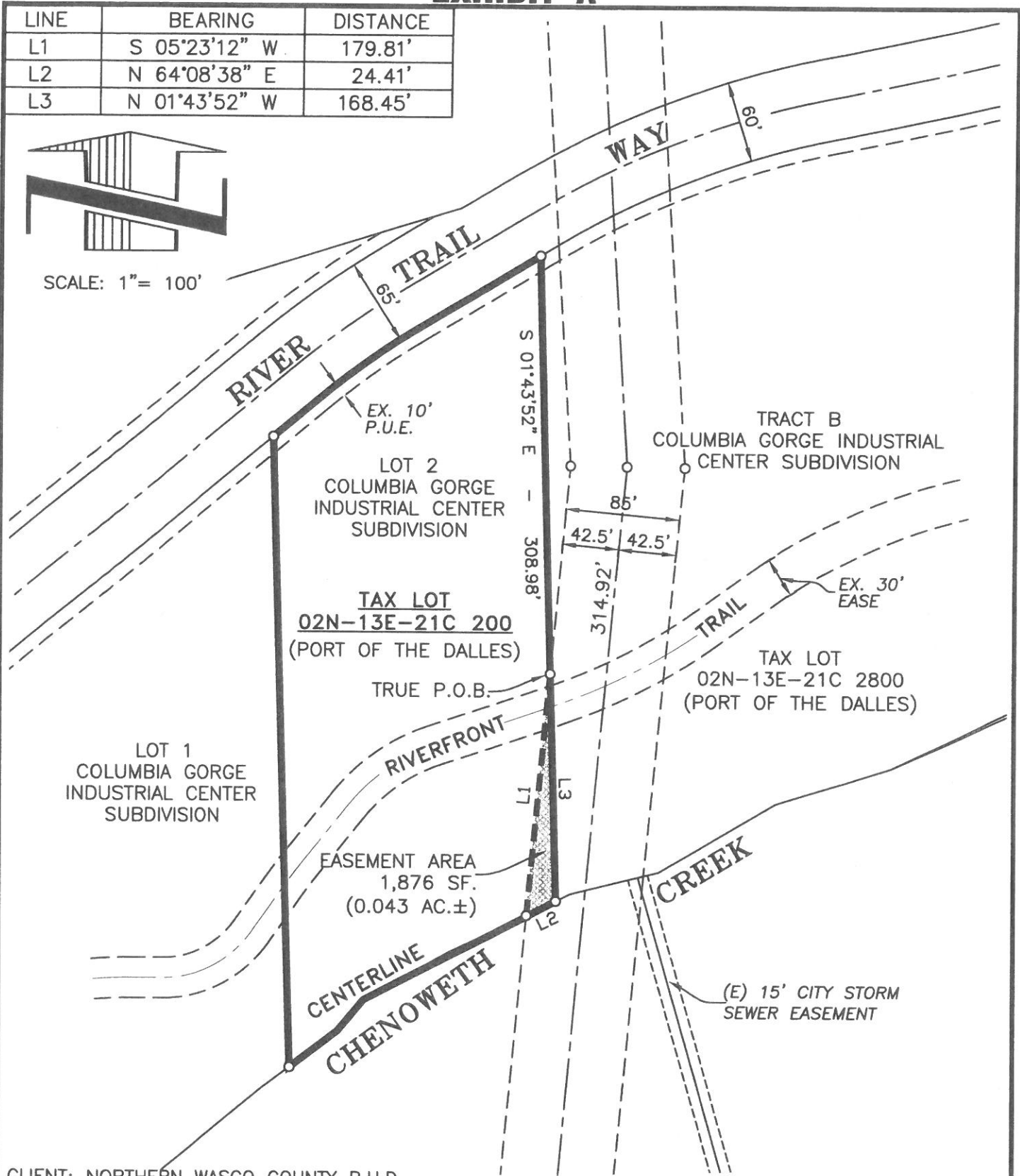
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

# EXHIBIT A

LINE	BEARING	DISTANCE
L1	S 05°23'12" W	179.81'
L2	N 64°08'38" E	24.41'
L3	N 01°43'52" W	168.45'



SCALE: 1" = 100'



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX6)	15631	S.D.H.	01/15/2020	1"=50'	1 of 1

**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-21C 200  
 IN LOT 2, COLUMBIA GORGE INDUSTRIAL CENTER SUBDIVISION  
 SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

AFTER RECORDING, RETURN TO:

Northern Wasco County People's Utility District  
2345 River Road  
The Dalles, OR 97058  
UEC REFERENCE: Tax Lot #02N-13E-21C 2800

EASEMENT

The Port of The Dalles, an Oregon Port District, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Northern Wasco County People's Utility District, an Oregon people's utility district, Grantee, and to its licensees, successors or assigns, a perpetual easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television, data and communication lines, or any related system and facilities on, across, over, or under the following property:

Tract B, of the Columbia Gorge Industrial Center Subdivision, in Section 21, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon ("Property").

The area subject to the Easement described herein ("Easement Area") is the following:

A strip of land 85.00 feet in width lying 42.50 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Tract "B"; thence on the North line of said Tract "B", North 58°37'57" East 2.85 feet; thence on a 686.20 foot radius curve to the right, through a central angle of 04°58'31", a distance of 59.59 feet (the long chord of which bears North 61°07'12" East 59.57 feet) to the true point of beginning of this description; thence leaving said Northerly line, South 03°39'36" East 186.17 feet; thence South 05°23'12" West 314.92 feet, more or less, to the intersection with the centerline of Chenoweth Creek and South line of said Tract "B" and terminus point of this description.

The sidelines of the above described 85 foot wide strip of land shall be extended or truncated such that they intersect the Northerly line of said Tract "B" at the true point of beginning and intersect the West or Southerly line of said Tract "B" at the terminus point

The Easement Area contains 42,782 square feet (0.982 acre), more or less.

The Easement Area is also as depicted on attached Exhibit A.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of poles, conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described Easement Area which may pose a hazard to the operation of the facilities within the Easement Area; to keep the Easement Area clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the poles, lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described Easement Area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Grantor hereby consents to Grantee's future application for any land use or other governmental approval necessary to exercise Grantee's rights under the Easement.

Grantee shall indemnify, defend, and hold harmless Grantor, its officers, agents, and employees, from and against all third-party claims made against Grantor for any property damage or personal injury arising from Grantee's use of the Easement and resulting from the negligence or willful misconduct of Grantee, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantor, its officers, agents, employees.

Grantor shall indemnify, defend, and hold harmless Grantee, its officers, agents, and employees, from and against all third-party claims made against Grantee for any property damage or personal injury arising from Grantor's use of the property and resulting from the negligence or willful misconduct of Grantor, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantee, its officers, agents, employees.

Grantor shall further indemnify and release Grantee, its officers, agents, and employees, from and against all claims of any nature arising from the presence, release or threatened release



of any hazardous material (as defined by federal or state law) at or from the property prior to Grantee's use of the Easement, regardless of whether any act, omission, event or circumstance giving rise to the claim constituted a violation of law at the time of the occurrence or inception of such act, omission, event or circumstance.

Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those identified on the attached Schedule B.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR: Port of The Dalles, an Oregon Port District

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: President

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: Secretary

STATE OF \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

THIS CERTIFIES that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me the undersigned personally appeared the above named \_\_\_\_\_, President and \_\_\_\_\_, Secretary, of the Port of The Dalles, an Oregon Port District on behalf of said District by authority of its governing body, known to me to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Acknowledged and Accepted by Grantee, Attached

**ACKNOWLEDGED AND ACCEPTED BY GRANTEE:**

Northern Wasco County People's Utility District

By: \_\_\_\_\_

Print Name: Paul Titus

Its: Principal Engineer

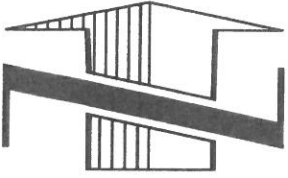
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned, personally appeared the above named Paul Titus as the Principal Engineer of the Northern Wasco County People's Utility District, known to me to be the identical person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

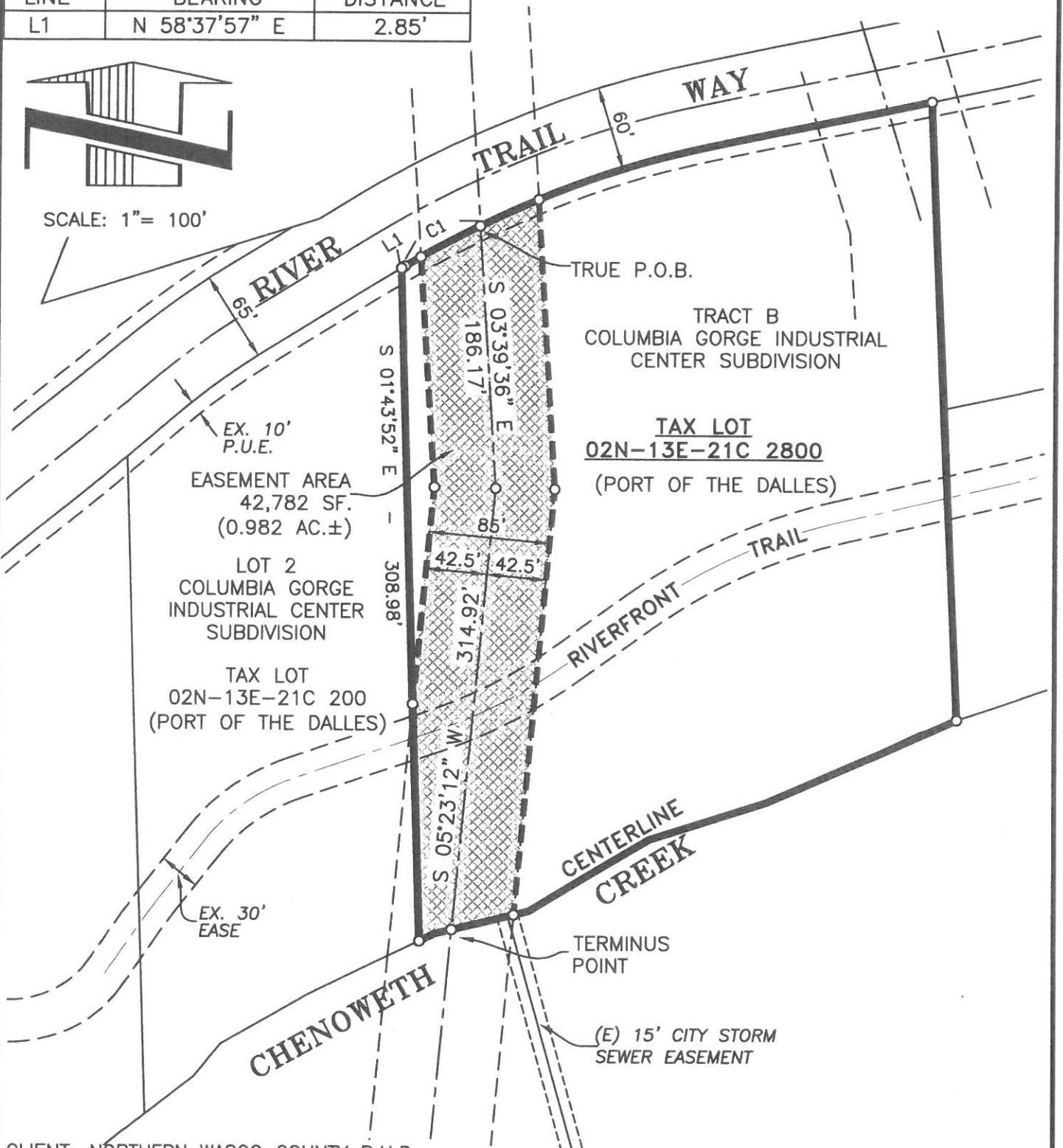
Before me:  
\_\_\_\_\_  
Notary Public for:  
\_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

# EXHIBIT A

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	04°58'31"	686.20'	59.59'	29.81'	N 61°07'12" E	59.57'
LINE	BEARING	DISTANCE				
L1	N 58°37'57" E	2.85'				



SCALE: 1" = 100'



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX5)	15631	S.D.H.	01/21/2020	1"=100'	1 of 1

**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-21C 2800  
 IN TRACT B, COLUMBIA GORGE INDUSTRIAL CENTER SUBDIVISION  
 SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

## SCHEDULE B

### GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

### SPECIAL EXCEPTIONS:

6. Easement, including the terms and provisions thereof:  
From : WALTER A. KLINDT and ETHEL B. KLINDT, HUSBAND AND WIFE  
Granted to : THE UNITED STATES OF AMERICA (Bonneville Power Administration)  
Dated : SEPTEMBER 18, 1947  
Book & Page : [BK 111 PG 411](#) WASCO COUNTY DEED RECORDS
7. Easement, including the terms and provisions thereof:  
From : HENRY KLINDT and PHYLLIS KLINDT, HUSBAND AND WIFE  
Granted to : THE UNITED STATES OF AMERICA (Bonneville Power Administration)  
Dated : JUNE 24, 1957  
Book & Page : [BK 135 PG 209](#) WASCO COUNTY DEED RECORDS
8. Easement, including the terms and provisions thereof:  
For : DEVELOPING, CONSTRUCTING AND MAINTAINING A PEDESTRIAN AND  
: BICYCLE TRAIL FOR THE PUBLIC BENEFIT  
Granted to : THE PUBLIC  
Recorded : NOVEMBER 1, 2012  
Fee No. : [2012-004125](#) WASCO COUNTY RECORDS
9. Declaration of Protective Covenants, including the terms and provisions thereof:  
Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
Recorded : NOVEMBER 17, 2015  
Fee No. : [2015-004512](#) WASCO COUNTY RECORDS
10. Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:  
Mortgagor : PORT OF THE DALLES, an Oregon port district  
Mortgagee : STATE OF OREGON, acting by and through the OREGON INFRASTRUCTURE  
: FINANCE AUTHORITY  
Dated : JUNE 4, 2014  
Recorded : MAY 25, 2016  
Fee No. : [2016-001755](#) WASCO COUNTY RECORDS  
Amount : \$2,250,000.00 and interest thereon  
Affects : OTHER PROPERTY ALSO

11. Agreement for the Purchase and Sale of the Chenoweth-Harvey No. 1 & No. 2 115kV (double circuit) Transmission Line, including the terms and provisions thereof:  
 Between : NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT  
 And : UNITED STATES OF AMERICA  
 Recorded : DECEMBER 20, 2016  
 Fee No. : [2016-004709](#) WASCO COUNTY RECORDS
  
12. Fiber Optic Cable Easement Agreement, including the terms and provisions thereof:  
 Between : PORT OF THE DALLES  
 And : SUNSET PEAK, LLC  
 Recorded : FEBRUARY 7, 2017  
 Fee No. : [2017-000420](#) WASCO COUNTY RECORDS
  
13. Declaration of Protective Covenants, including the terms and provisions thereof:  
 Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
 Recorded : OCTOBER 30, 2017  
 Fee No. : [2017-004289](#) WASCO COUNTY RECORDS
  
14. Fiber Optic Cable Easement Agreement, including the terms and provisions thereof:  
 Between : PORT OF THE DALLES  
 And : SUNSET PEAK, LLC  
 Recorded : JANUARY 9, 2018  
 Fee No. : [2018-000112](#) WASCO COUNTY RECORDS
  
15. Easement, including the terms and provisions thereof:  
 Granted to : NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT  
 Recorded : DECEMBER 11, 2018  
 Fee No. : [2018-004398](#) WASCO COUNTY RECORDS

NOTE: Taxes Exempt for 2019-2020:  
 Account No. : 17951  
 Levy Code : 9.7  
 Map No. : 2N 13E 21C 2800

NOTE: We find no judgments or Federal Tax Liens against Port of The Dalles.

**After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transactions will apply.**

**Wasco Title, Inc.**

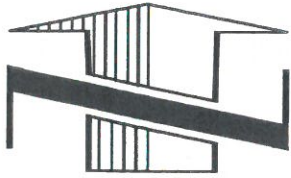



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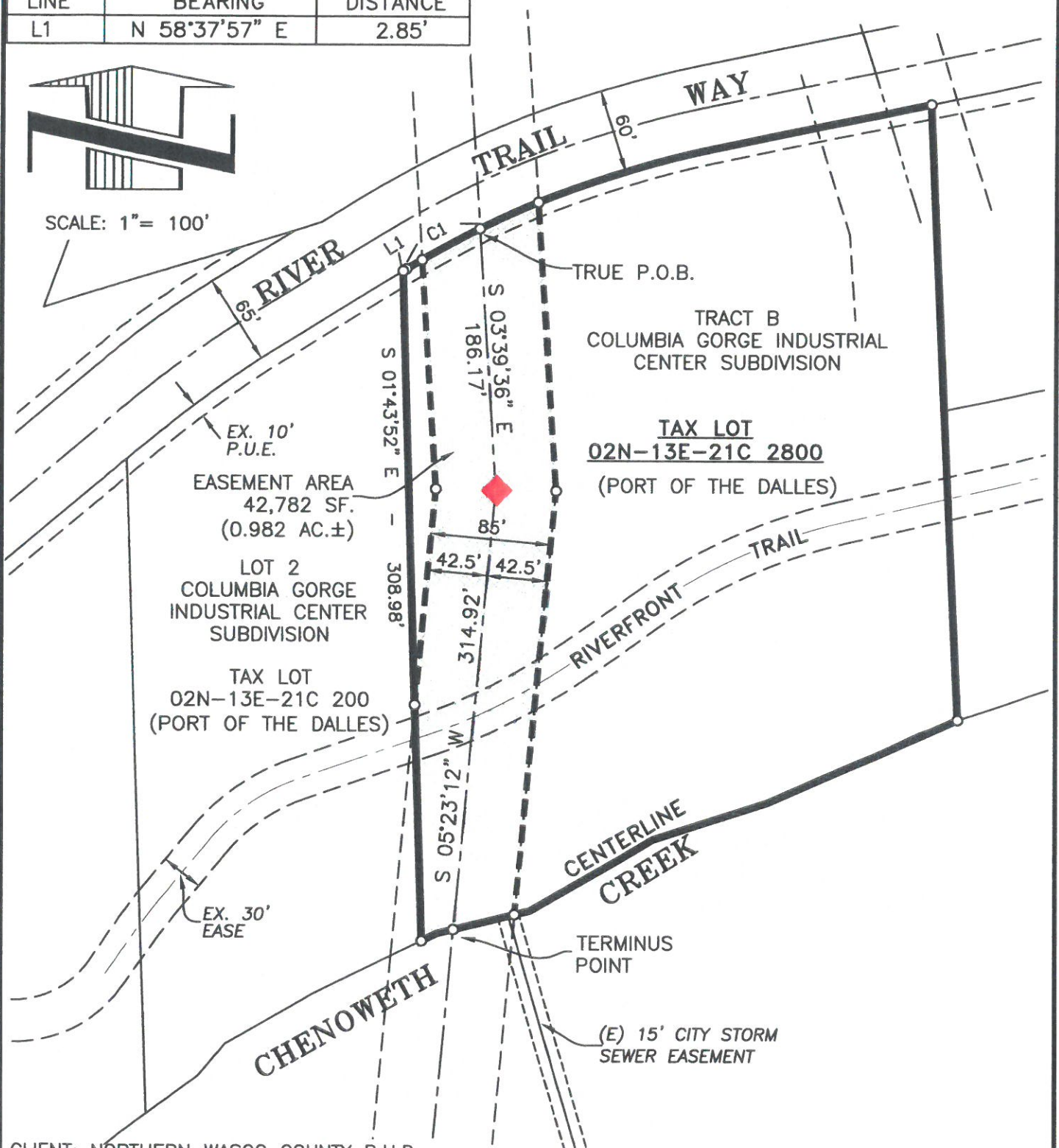
**Chris Bloniarz, Title Officer**

# EXHIBIT A

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	04°58'31"	686.20'	59.59'	29.81'	N 61°07'12" E	59.57'
LINE	BEARING	DISTANCE				
L1	N 58°37'57" E	2.85'				



SCALE: 1" = 100'



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX5)	15631	S.D.H.	01/21/2020	1"=100'	1 of 1

**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-21C 2800  
 IN TRACT B, COLUMBIA GORGE INDUSTRIAL CENTER SUBDIVISION  
 SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

AFTER RECORDING, RETURN TO:

Northern Wasco County People's Utility District  
2345 River Road  
The Dalles, OR 97058  
UEC REFERENCE: Tax Lot #02N-13E-21C 2900

### EASEMENT

The Port of The Dalles, an Oregon Port District, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Northern Wasco County People's Utility District, an Oregon people's utility district, Grantee, and to its licensees, successors or assigns, a perpetual easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television, data and communication lines, or any related system and facilities on, across, over, or under the following property:

Tract C, of the Columbia Gorge Industrial Center Subdivision, in Section 21, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon ("Property").

The area subject to the Easement described herein ("Easement Area") is the following:

A strip of land 85.00 feet in width lying 42.50 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Tract "C"; thence on the Easterly line of said Tract "C", North 20°21'34" East 294.11 feet to the true point of beginning of this description; thence leaving said Easterly line, North 39°33'41" West 264.57 feet; thence North 08°43'29" West 338.88 feet; thence North 57°11'24" East 323.82 feet; thence South 19°02'44" East 25.75 feet to the intersection with the Northerly line of the Bonneville Power Administration Substation property and there terminating.

The sidelines of the above described 85 foot wide strip of land shall be extended or truncated such that they intersect the Easterly line of said Tract "C" at the true point of beginning and the Northerly line of said Bonneville Power Administration Substation property at the terminus point.

The Easement Area contains 78,085 square feet (1.793 acres), more or less.

The Easement Area is also as depicted on attached Exhibit A.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of poles, conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described Easement Area which may pose a hazard to the operation of the facilities within the Easement Area; to keep the Easement Area clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the poles, lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described Easement Area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Grantor hereby consents to Grantee's future application for any land use or other governmental approval necessary to exercise Grantee's rights under the Easement.

Grantee shall indemnify, defend, and hold harmless Grantor, its officers, agents, and employees, from and against all third-party claims made against Grantor for any property damage or personal injury arising from Grantee's use of the Easement and resulting from the negligence or willful misconduct of Grantee, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantor, its officers, agents, employees.

Grantor shall indemnify, defend, and hold harmless Grantee, its officers, agents, and employees, from and against all third-party claims made against Grantee for any property damage or personal injury arising from Grantor's use of the property and resulting from the negligence or willful misconduct of Grantor, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantee, its officers, agents, employees.

Grantor shall further indemnify and release Grantee, its officers, agents, and employees, from and against all claims of any nature arising from the presence, release or threatened release of any hazardous material (as defined by federal or state law) at or from the property prior to



Grantee's use of the Easement, regardless of whether any act, omission, event or circumstance giving rise to the claim constituted a violation of law at the time of the occurrence or inception of such act, omission, event or circumstance.

Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those identified on the attached Schedule B.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR: Port of The Dalles, an Oregon Port District

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: President

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: Secretary

STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

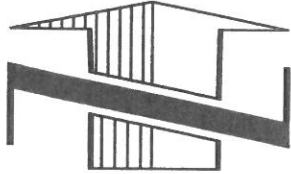
THIS CERTIFIES that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned personally appeared the above named \_\_\_\_\_, President and \_\_\_\_\_, Secretary, of the Port of The Dalles, an Oregon Port District, on behalf of said District by authority of its governing body, known to me to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
 Notary Public for \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



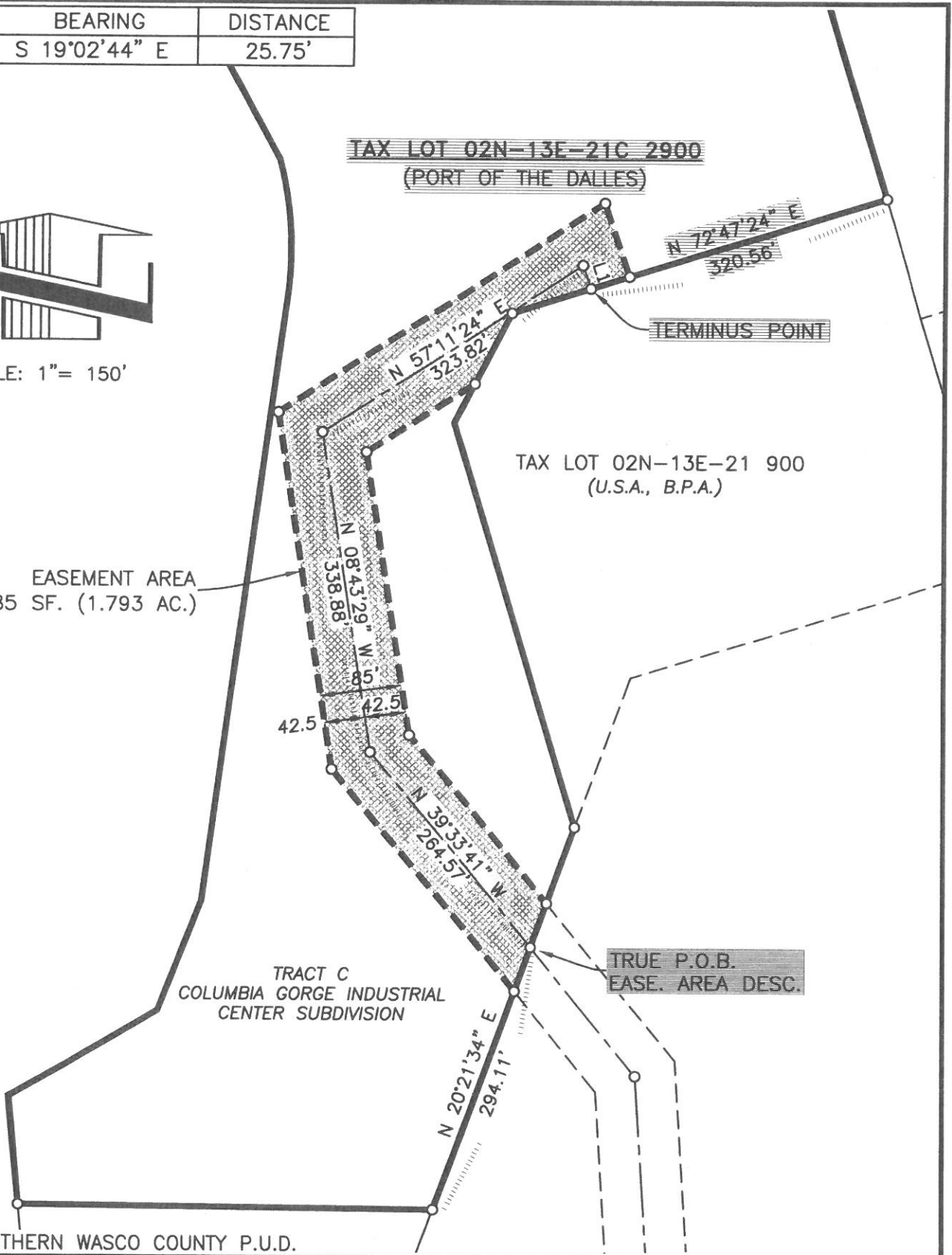
# EXHIBIT A

LINE	BEARING	DISTANCE
L1	S 19°02'44" E	25.75'



SCALE: 1" = 150'

EASEMENT AREA  
78,085 SF. (1.793 AC.)



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX4)	15631	S.D.H.	01/21/2020	1"=150'	1 of 1

**TENNESON ENGINEERING CORP.**

CONSULTING ENGINEERS  
3775 CRATES WAY

THE DALLES, OREGON 97058

PH. 541-296-9177 FAX 541-296-6657

## EXHIBIT MAP

OF TRANSMISSION LINE EASEMENT  
TAX LOT 02N-13E-21C 2900  
IN TRACT C, COLUMBIA GORGE INDUSTRIAL CENTER SUBDIVISION  
SECTION 21, TOWNSHIP 2 N., RANGE 13 E. W.M.  
CITY OF THE DALLES, WASCO COUNTY, OREGON

## SCHEDULE B

### GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

### SPECIAL EXCEPTIONS:

6. 2019-2020 taxes, a lien not yet due or payable.

NOTE: Taxes exempt for 2018-2019:

Account No. : 17952  
Levy Code : 9.7  
Map No. : 2N 13E 21C 2900

7. Easement, including the terms and provisions thereof:  
From : WALTER A. KLINDT and ETHEL B. KLINDT, HUSBAND AND WIFE  
Granted to : THE UNITED STATES OF AMERICA (Bonneville Power Administration)  
Dated : SEPTEMBER 18, 1947  
Book & Page : BK 111 PG 411 WASCO COUNTY DEED RECORDS
8. Easement, including the terms and provisions thereof:  
From : HENRY KLINDT and PHYLLIS KLINDT, HUSBAND AND WIFE  
Granted to : THE UNITED STATES OF AMERICA (Bonneville Power Administration)  
Dated : JUNE 24, 1957  
Book & Page : BK 135 PG 209 WASCO COUNTY DEED RECORDS
9. Easement, including the terms and provisions thereof:  
For : DEVELOPING, CONSTRUCTING AND MAINTAINING A PEDESTRIAN  
: AND BICYCLE TRAIL FOR THE PUBLIC BENEFIT  
Granted to : THE PUBLIC  
Recorded : NOVEMBER 1, 2012  
Fee No. : 2012-004125 WASCO COUNTY RECORDS
10. Contract and Grant of Easement, including the terms and provisions thereof:  
For : PERPETUAL, NON-EXCLUSIVE EASEMENT FOR ACCESS ROAD  
: PURPOSES  
Granted to : USA DEPARTMENT OF ENERGY, BPA  
Recorded : DECEMBER 13, 1993  
Fee No. : 93-5673 WASCO COUNTY RECORDS

- 11. Vacation Ordinance, An Ordinance Vacating A Portion of River Trail Way, including the terms and provisions thereof:  
Ordinance No. : 15-566  
Recorded : OCTOBER 28, 2015  
Fee No. : 2015-004255 WASCO COUNTY RECORDS
  
- 12. Declaration of Protective Covenants, including the terms and provisions thereof:  
Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
Recorded : NOVEMBER 17, 2015  
Fee No. : 2015-004512 WASCO COUNTY RECORDS
  
- 13. Public utility easements as created and disclosed by Partition Plat 2015-0014.
  
- 14. Fiber Optic Easement Agreement, including the terms and provisions thereof:  
Between : PORT OF THE DALLES, an Oregon municipal corporation  
And : SUNSET PEAK, LLC, a Delaware limited liability company  
Recorded : JANUARY 9, 2018  
Fee No. : 2018-000113 WASCO COUNTY RECORDS

**After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transactions will apply.**

**Wasco Title, Inc.**

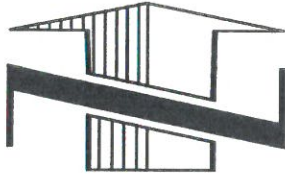


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**Chris Bloniarz, Title Officer**

# EXHIBIT A

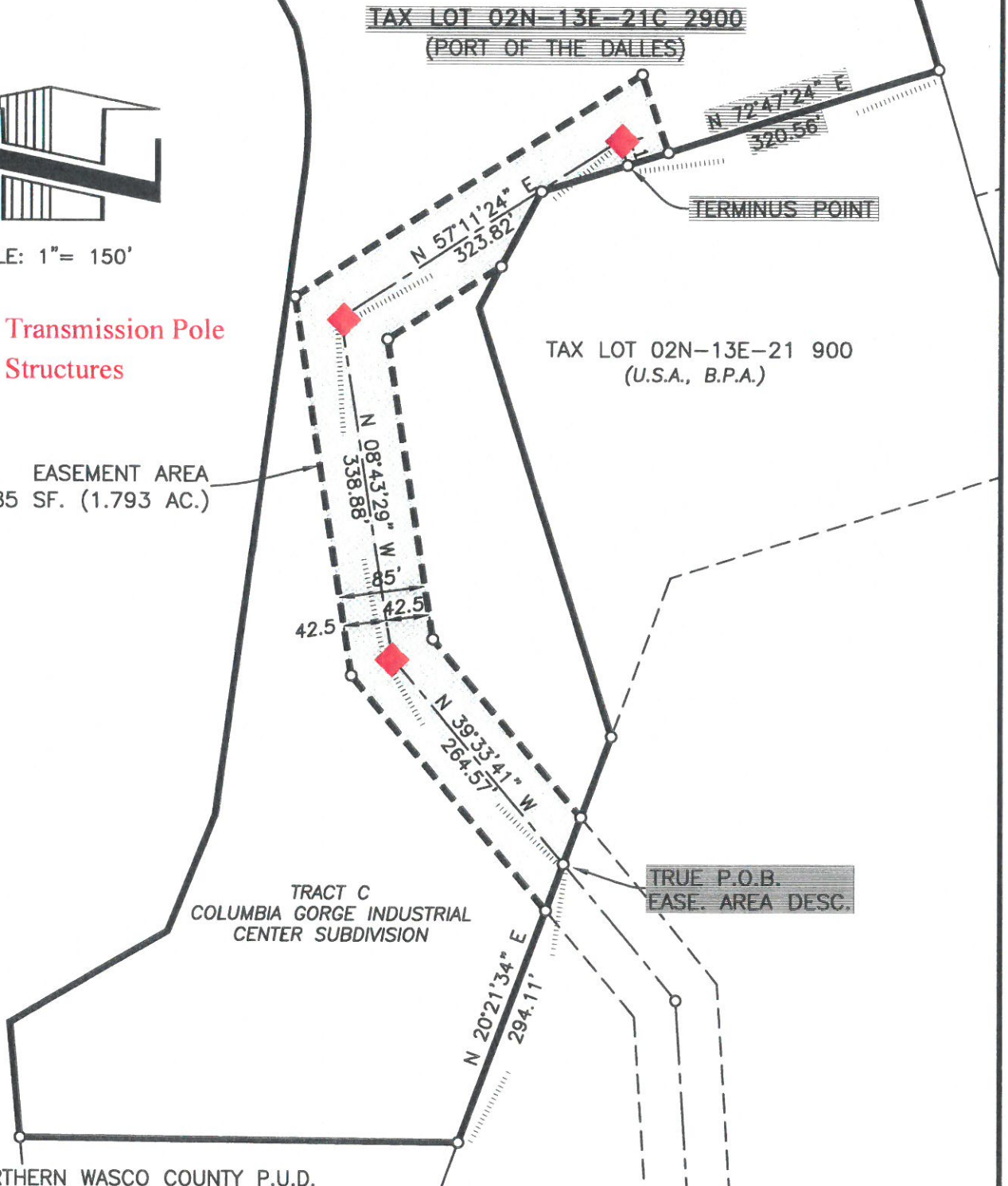
LINE	BEARING	DISTANCE
L1	S 19°02'44" E	25.75'



SCALE: 1" = 150'

◆ Transmission Pole Structures

EASEMENT AREA  
78,085 SF. (1.793 AC.)



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX4)	15631	S.D.H.	01/21/2020	1"=150'	1 of 1

**TENNESON ENGINEERING CORP.**

CONSULTING ENGINEERS  
3775 CRATES WAY

THE DALLES, OREGON 97058

PH. 541-296-9177 FAX 541-296-6657



## EXHIBIT MAP

OF TRANSMISSION LINE EASEMENT  
TAX LOT 02N-13E-21C 2900  
IN TRACT C, COLUMBIA GORGE INDUSTRIAL CENTER SUBDIVISION  
SECTION 21, TOWNSHIP 2 N., RANGE 13 E. W.M.  
CITY OF THE DALLES, WASCO COUNTY, OREGON

AFTER RECORDING, RETURN TO:

Northern Wasco County People's Utility District  
2345 River Road  
The Dalles, OR 97058  
UEC REFERENCE: Tax Lot #02N-13E-28 107

### EASEMENT

The Port of The Dalles, an Oregon Port District, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Northern Wasco County People's Utility District, an Oregon people's utility district, Grantee, and to its licensees, successors or assigns, a perpetual easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television, data and communication lines, or any related system and facilities on, across, over, or under the following property:

Parcel 2 of the Chenoweth Creek Replat, in Section 28, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon ("Property").

The area subject to the Easement described herein ("Easement Area") is the following:

A strip of land 85.00 feet in width lying 42.50 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Parcel 2, said point further lying on the Northwesterly right-of-way line of Columbia Road; thence on the Southerly line of said Parcel 2 coincident with said Northwesterly right-of-way line, North 43°07'51" East 110.34 feet to the true point of beginning of this description; thence leaving said coincident line, North 23°04'44" East 63.21 feet; thence North 05°23'12" East 378.3 feet, more or less, to the intersection with the centerline of Chenoweth Creek and Northerly line of said Parcel 2 and terminus point of this description.

The sidelines of the above described 85 foot wide strip of land shall be extended or truncated such that they intersect the Southerly line of said Parcel 2 at the true point of beginning and intersect the centerline of Chenoweth Creek and Northerly line of said Parcel 2 at the terminus point.

The Easement Area contains 37,547 square feet (0.862 acre), more or less.

The Easement Area is also as depicted on attached Exhibit A.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of poles, conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described Easement Area which may pose a hazard to the operation of the facilities within the Easement Area; to keep the Easement Area clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the poles, lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described Easement Area.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Grantor hereby consents to Grantee's future application for any land use or other governmental approval necessary to exercise Grantee's rights under the Easement.

Grantee shall indemnify, defend, and hold harmless Grantor, its officers, agents, and employees, from and against all third-party claims made against Grantor for any property damage or personal injury arising from Grantee's use of the Easement and resulting from the negligence or willful misconduct of Grantee, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantor, its officers, agents, employees.

Grantor shall indemnify, defend, and hold harmless Grantee, its officers, agents, and employees, from and against all third-party claims made against Grantee for any property damage or personal injury arising from Grantor's use of the property and resulting from the negligence or willful misconduct of Grantor, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantee, its officers, agents, employees.

Grantor shall further indemnify and release Grantee, its officers, agents, and employees, from and against all claims of any nature arising from the presence, release or threatened release of any hazardous material (as defined by federal or state law) at or from the property prior to Grantee's use of the Easement, regardless of whether any act, omission, event or circumstance giving rise to the claim constituted a violation of law at the time of the occurrence or inception of such act, omission, event or circumstance.



Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those identified on the attached Schedule B.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR: Port of The Dalles, an Oregon Port District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

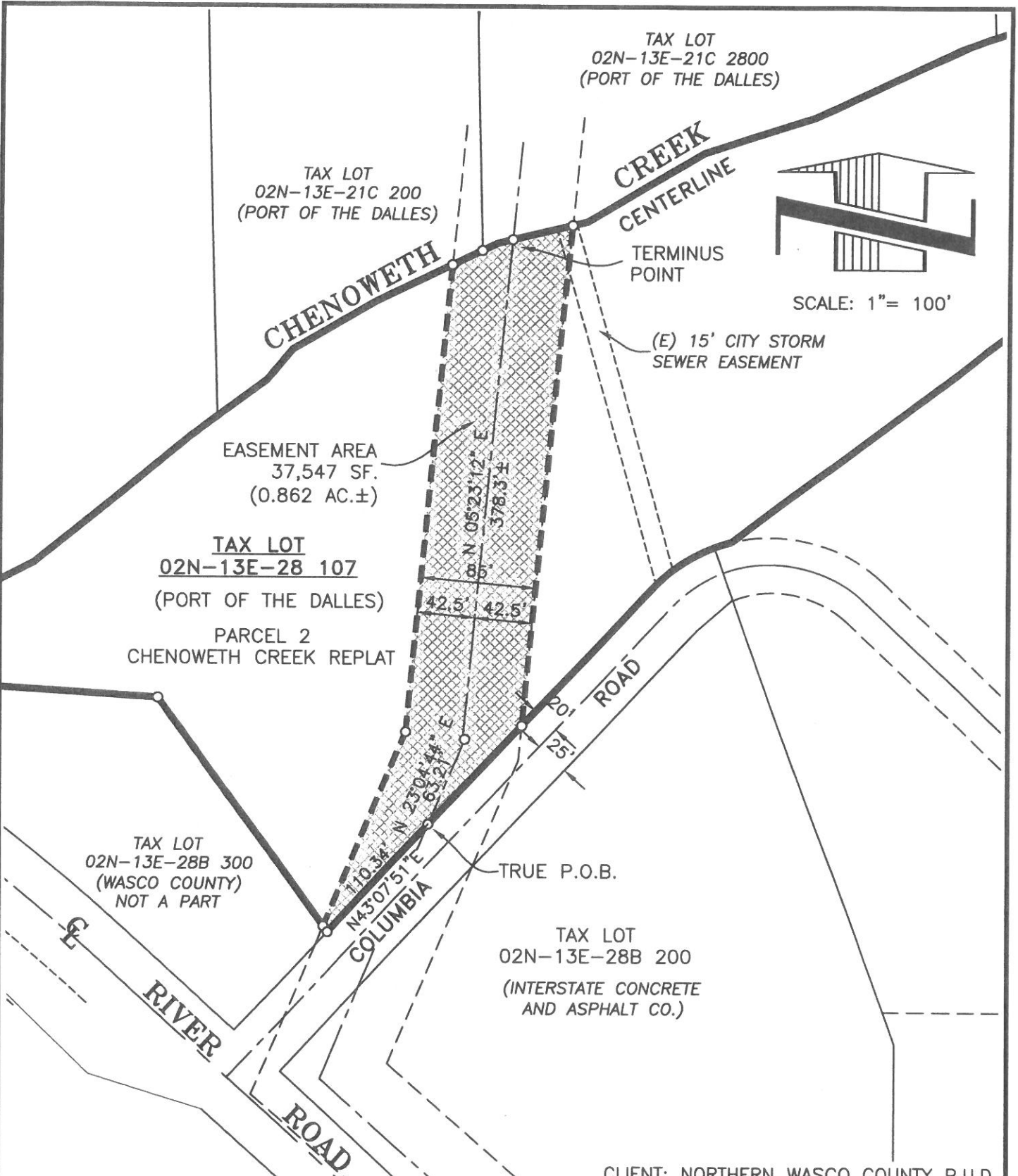
THIS CERTIFIES that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned personally appeared the above named \_\_\_\_\_, President and \_\_\_\_\_, Secretary, of the Port of The Dalles, an Oregon Port District on behalf of said District by authority of its governing body, known to me to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Acknowledged and Accepted by Grantee, Attached



# EXHIBIT A



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey T.E.C.	Calc. B.B.B.	App. B.B.B.	Dwg. No. 15631.Ex(EX10)	Work Order No. 15631	Drawn S.D.H.	Date 01/21/2020	Scale 1"=100'	Sheet 1 of 1
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**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-28 107  
 PARCEL 2, CHENOWETH CREEK REPLAT  
 SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

## SCHEDULE B

### GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

### SPECIAL EXCEPTIONS:

6. Easement, including the terms and provisions thereof:  
From : WALTER A. KLINDT and ETHEL B. KLINDT, HUSBAND AND WIFE  
Granted to : THE UNITED STATES OF AMERICA (Bonneville Power Administration)  
Dated : SEPTEMBER 18, 1947  
Book & Page : [BK 111 PG 411](#) WASCO COUNTY DEED RECORDS
7. Easement, including the terms and provisions thereof:  
From : HENRY KLINDT and PHYLLIS KLINDT, HUSBAND AND WIFE  
Granted to : THE UNITED STATES OF AMERICA (Bonneville Power Administration)  
Dated : JUNE 24, 1957  
Book & Page : [BK 135 PG 209](#) WASCO COUNTY DEED RECORDS
8. Easements as disclosed by the Plat Chenowith Creek Industrial Subdivision and Property Line Adjustment Plat.
9. Easements as disclosed by Chenoweth Creek Replat, [MP 2005-0003](#).
10. Storm Water Outfall Easement, including the terms and provisions thereof:  
Grantor : CITY OF THE DALLES  
Grantee : PORT OF THE DALLES  
Recorded : MAY 14, 2010  
Fee No. : [2010-001770](#) WASCO COUNTY RECORDS
11. Grant of Easement, including the terms and provisions thereof:  
Grantor : WASCO COUNTY  
Grantee : NORTHERN WASCO COUNTY PARKS AND RECREATION DISTRICT  
Recorded : MARCH 6, 2014  
Fee No. : [2014-000619](#) WASCO COUNTY RECORDS
12. Declaration of Protective Covenants, including the terms and provisions thereof:  
Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
Recorded : NOVEMBER 17, 2015  
Fee No. : [2015-004512](#) WASCO COUNTY RECORDS

13. Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:  
Mortgagor : PORT OF THE DALLES, an Oregon port district  
Mortgagee : STATE OF OREGON, acting by and through the OREGON INFRASTRUCTURE FINANCE AUTHORITY  
Dated : JUNE 4, 2014  
Recorded : MAY 25, 2016  
Fee No. : [2016-001755](#) WASCO COUNTY RECORDS  
Amount : \$2,250,000.00 and interest thereon  
Affects : OTHER PROPERTY ALSO
14. Fiber Optic Cable Easement Agreement, including the terms and provisions thereof:  
Between : PORT OF THE DALLES  
And : SUNSET PEAK, LLC  
Recorded : FEBRUARY 7, 2017  
Fee No. : [2017-000420](#) WASCO COUNTY RECORDS
15. Fiber Optic Cable Easement Agreement, including the terms and provisions thereof:  
Between : PORT OF THE DALLES  
And : SUNSET PEAK, LLC  
Recorded : JANUARY 9, 2018  
Fee No. : [2018-000112](#) WASCO COUNTY RECORDS
16. Declaration of Protective Covenants, including the terms and provisions thereof:  
Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
Recorded : OCTOBER 30, 2017  
Fee No. : [2017-004289](#) WASCO COUNTY RECORDS
17. Easement, including the terms and provisions thereof:  
Granted to : NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT  
Recorded : DECEMBER 11, 2018  
Fee No. : [2018-004398](#) WASCO COUNTY RECORDS

NOTE: Taxes Exempt for 2019-2020:

Account No. : 16552  
Levy Code : 9.7  
Map No. : 2N 13E 28 107

NOTE: We find no judgments or Federal Tax Liens against Port of The Dalles.

**After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transactions will apply.**

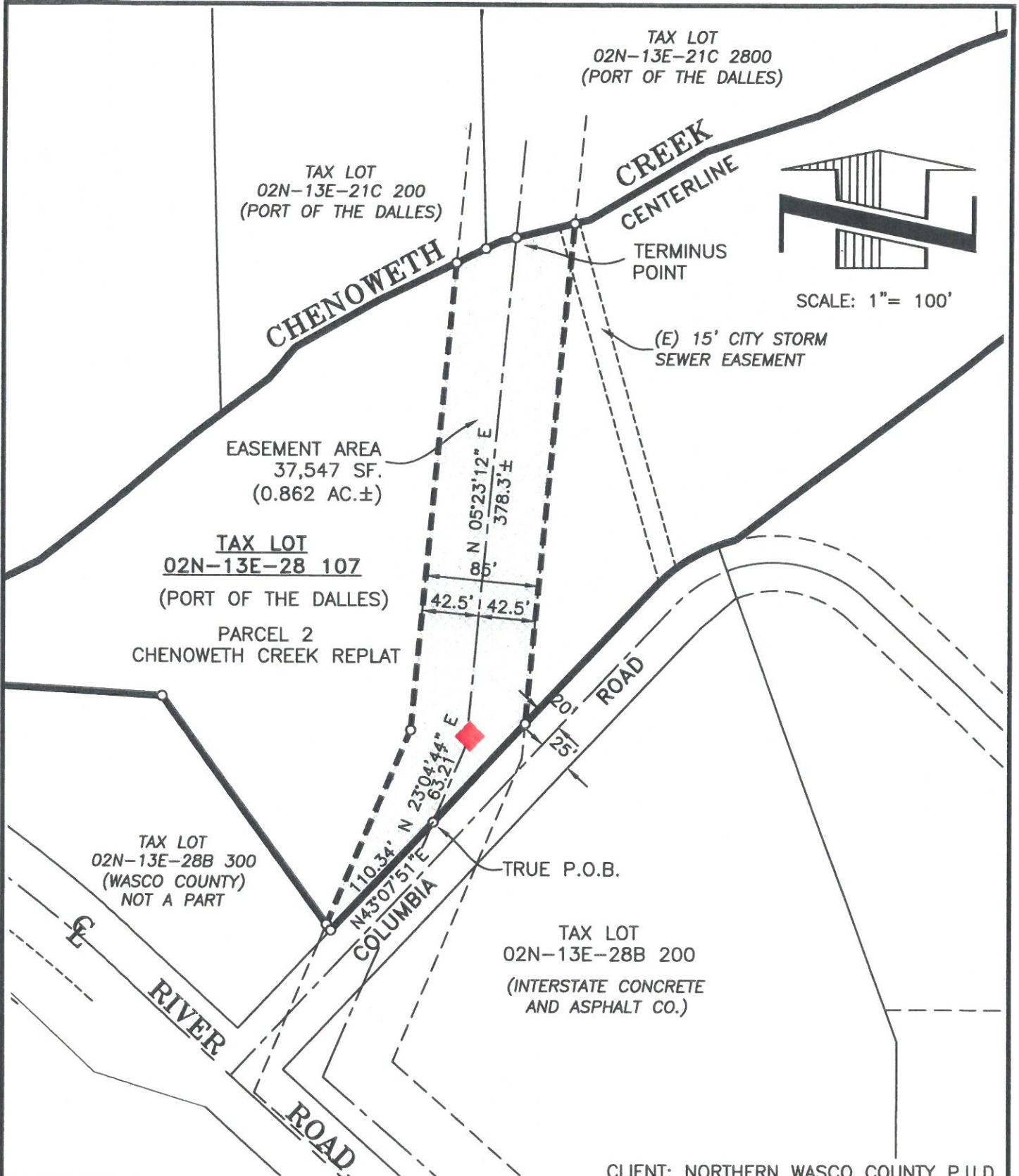
**Wasco Title, Inc.**




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**Chris Bloniarz, Title Officer**


# EXHIBIT A



CLIENT: NORTHERN WASCO COUNTY P.U.D.

Survey T.E.C.	Calc. B.B.B.	App. B.B.B.	Dwg. No. 15631.Ex(EX10)	Work Order No. 15631	Drawn S.D.H.	Date 01/21/2020	Scale 1"=100'	Sheet 1 of 1
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**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657



**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-28 107  
 PARCEL 2, CHENOWETH CREEK REPLAT  
 SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

AFTER RECORDING, RETURN TO:

Northern Wasco County People's Utility District  
2345 River Road  
The Dalles, OR 97058  
UEC REFERENCE: Tax Lot #02N-13E-28B 600

EASEMENT

The Port of The Dalles, an Oregon Port District, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, grants to Northern Wasco County People's Utility District, an Oregon people's utility district, Grantee, and to its licensees, successors or assigns, a perpetual easement and right of way, the purpose of which is to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, telephone lines, television, data and communication lines, or any related system and facilities on, across, over, or under the following property:

Parcel 2 of Partition Plat 2005-0021, in Section 28, Township 2 North, Range 13 East, Willamette Meridian, City of The Dalles, Wasco County, Oregon ("Property").

The areas subject to the Easements described herein ("Easement Areas") is the following:

A strip of land 85.00 feet in width lying 42.50 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Parcel 2; thence on the North line of said Parcel 2, South 89°53'25" East 124.01 feet to the true point of beginning of this description; thence leaving said North line, South 06°21'41" East 480.62 feet; thence South 11°41'18" West 95.93 feet to the intersection with the Westerly line of said Parcel 2 and terminus point of this description.

The sidelines of the above described 85 foot wide strip of land shall be extended or truncated such that they intersect the North line of said Parcel 2 at the true point of beginning and the Westerly line of said Parcel 2 at the terminus point.

The Easement Area contains 48,077 square feet (1.104 acres), more or less.

A 15 foot wide strip of land lying 15.00 feet to the left side of the following described line:

Beginning at the Southerly Northwest corner of said Parcel 2, said point further lying on the

Northeasterly right-of-way line of River Road; thence on the Westerly line of said Parcel 2 coincident with said Northeasterly right-of-way line on a 601.22 foot radius curve to the right, a radial line to which bears South 58°38'25" West, through a central angle of 17°05'49", a distance of 179.40 feet (the long chord of which bears South 22°48'40" East 178.74 feet); thence South 14°15'46" East 262.72 feet to the intersection with the Westerly line of the above described 85 foot wide strip of land and terminus point of this description.

The sideline of the above described 15 foot wide strip of land shall be extended or truncated such that it intersects the West line of said Parcel 2 at the point of beginning and intersects the Westerly line of the above described 85 foot wide strip of land at the terminus point.

Contains 6,095 square feet (0.140 acre), more or less.

The Easement Areas are also as depicted on attached Exhibit A.

Grantor further grants the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of poles, conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery and vegetation located within the easement areas (including any control of the growth of other vegetation in the easement areas which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described Easement Areas which may pose a hazard to the operation of the facilities within the Easement Areas; to keep the Easement Areas clear of all buildings, structures or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the poles, lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described Easement Areas.

Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

Grantor hereby consents to Grantee's future application for any land use or other governmental approval necessary to exercise Grantee's rights under the Easement.

Grantee shall indemnify, defend, and hold harmless Grantor, its officers, agents, and employees, from and against all third-party claims made against Grantor for any property damage or personal injury arising from Grantee's use of the Easement and resulting from the negligence or willful misconduct of Grantee, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantor, its officers, agents, employees.



Grantor shall indemnify, defend, and hold harmless Grantee, its officers, agents, and employees, from and against all third-party claims made against Grantee for any property damage or personal injury arising from Grantor's use of the property and resulting from the negligence or willful misconduct of Grantor, its officers, directors, agents, or employees, except to the extent such claims are caused by the negligent or willful conduct of Grantee, its officers, agents, employees.

Grantor shall further indemnify and release Grantee, its officers, agents, and employees, from and against all claims of any nature arising from the presence, release or threatened release of any hazardous material (as defined by federal or state law) at or from the property prior to Grantee's use of the Easement, regardless of whether any act, omission, event or circumstance giving rise to the claim constituted a violation of law at the time of the occurrence or inception of such act, omission, event or circumstance.

Grantor covenants that it is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those identified on the attached Schedule B.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR: Port of The Dalles, an Oregon Port District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

THIS CERTIFIES that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned personally appeared the above named \_\_\_\_\_, President and \_\_\_\_\_, Secretary, of the Port of The Dalles, an Oregon District on behalf of said corporation by authority of its governing body, known to me to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Acknowledged and Accepted by Grantee, Attached

**ACKNOWLEDGED AND ACCEPTED BY GRANTEE:**

Northern Wasco County People’s Utility District

By: \_\_\_\_\_

Print Name: Paul Titus

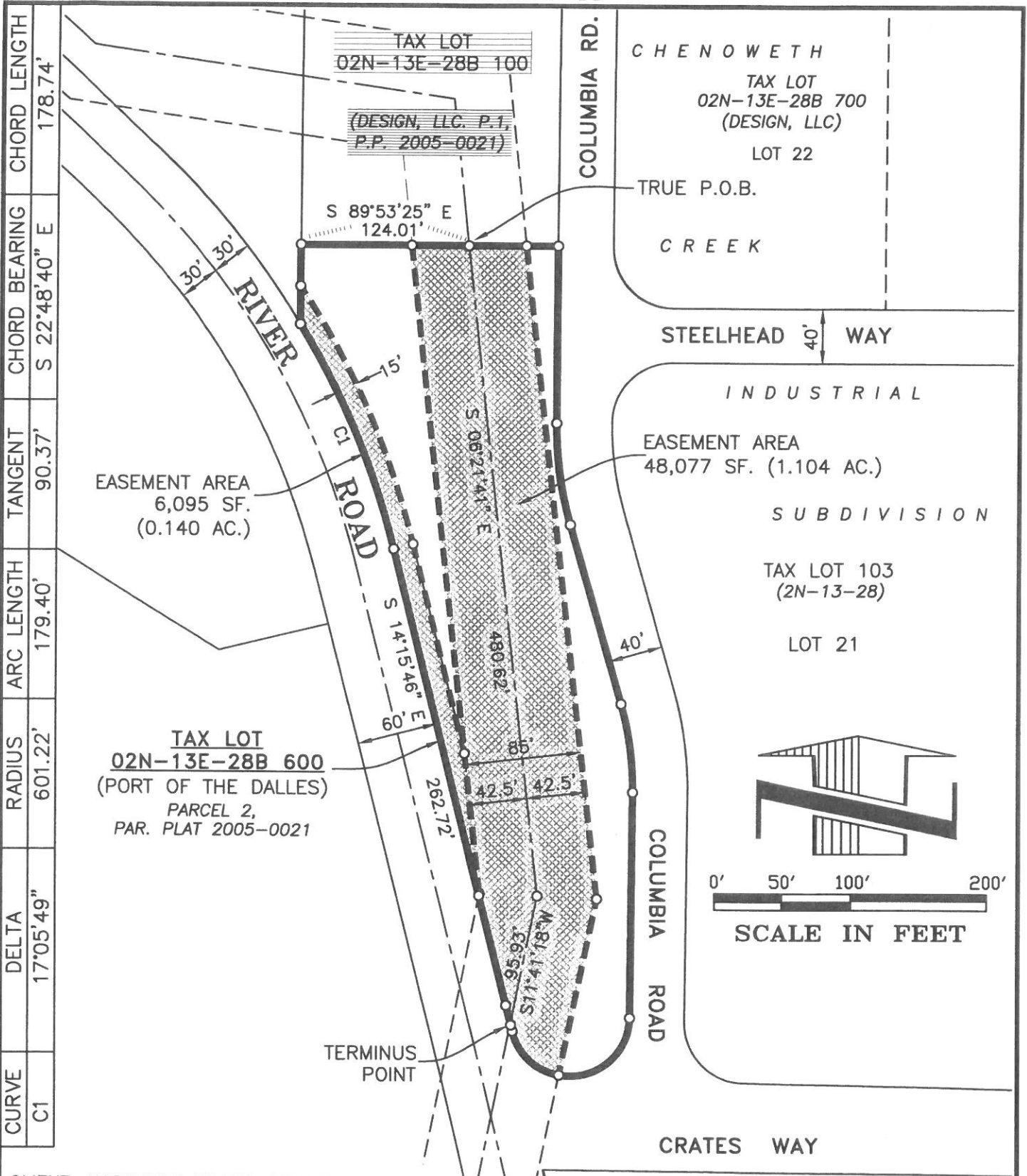
Its: Principal Engineer

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned, personally appeared the above named Paul Titus, Principal Engineer, of Northern Wasco County People’s Utility District, known to me to be the identical person(s) described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Before me:  
\_\_\_\_\_  
Notary Public for:  
\_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

# EXHIBIT A



CLIENT: NORTHERN WASCO COUNTY P.U.D.									
Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet	
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX8)	15631	S.D.H.	2/06/2020	1"=100'	1 of 1	

**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-28B 600  
 PARCEL 2, PARTITION PLAT 2005-0021  
 IN THE NW1/4, SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

## SCHEDULE B

### GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

### SPECIAL EXCEPTIONS:

6. Liens of the City of The Dalles, if any.
7. Easement, including the terms and provisions thereof:  
From : WALTER KLINDT et ux.  
Granted to : UNITED STATES OF AMERICA  
Recorded : FEBRUARY 6, 1939  
Book & Page : [BK 90 PG 180](#) WASCO COUNTY DEED RECORDS
8. Easements as delineated on the plat of CHENOWETH CREEK INDUSTRIAL SUBDIVISION filed October 19, 1999 and on the CHENOWETH CREEK REPLAT filed March 1, 2005 and Partition Plat 2005-0021 filed July 27, 2005, including but not limited to the following:  
  
Easement, including the terms and provisions thereof:  
From : WALTER KLINDT, also known as WALTER A. KLINDT and ETHEL B. KLINDT  
Granted to : UNITED STATES OF AMERICA  
Recorded : SEPTEMBER 24, 1947  
Book & Page : [BK 111 PG 411](#) WASCO COUNTY DEED RECORDS  
  
Easement, including the terms and provisions thereof:  
From : WALTER KLINDT, also known as WALTER A. KLINDT and ETHEL B. KLINDT  
Granted to : UNITED STATES OF AMERICA  
Recorded : JUNE 28, 1957  
Fee No. : [BK 135 PG 217](#) WASCO COUNTY RECORDS
9. Declaration of Protective Covenants, including the terms and provisions thereof:  
Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
To : THE PUBLIC  
Recorded : FEBRUARY 8, 2000  
Fee No. : [2000-0532](#) WASCO COUNTY RECORDS  
  
Amended Declaration of Protective Covenants, including the terms and provisions thereof:  
Declarant : PORT OF THE DALLES, a municipal corporation of the State of Oregon  
To : THE PUBLIC  
Recorded : AUGUST 19, 2004  
Fee No. : [2004-4230](#) WASCO COUNTY RECORDS

NOTE: Taxes Exempt for 2019-2020:

Account No. : 17052

Levy Code : 9.7

Map No. : 2N 13E 28B 600

NOTE: We find no judgments or Federal Tax Liens against Port of The Dalles.

**After the issuance of a preliminary title report, if a transaction is consummated in reliance thereon, but without requiring the issuance of the title policy applied for, the full scheduled charge applicable to the type of coverage normally issued on such transactions will apply.**

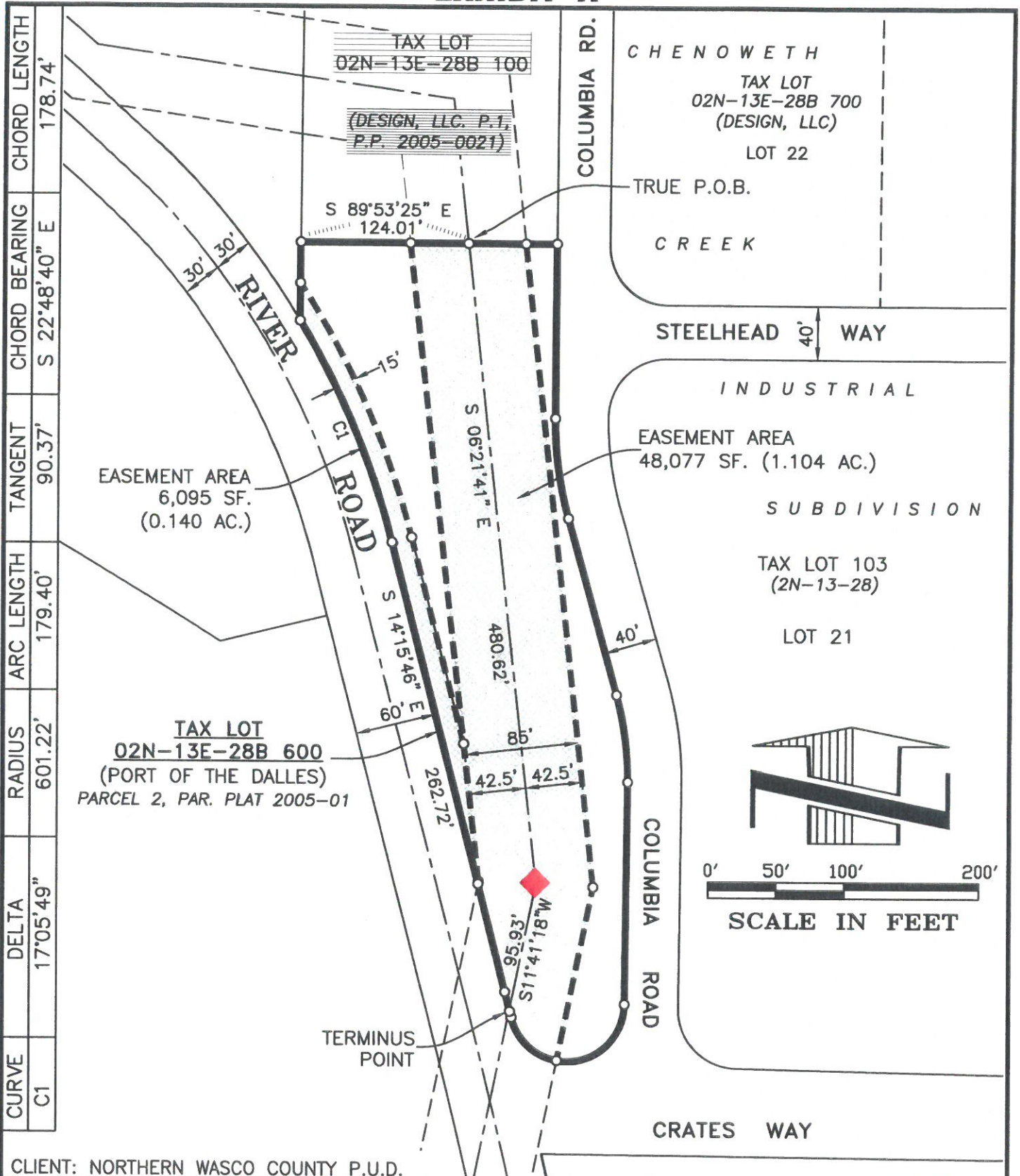
**Wasco Title, Inc.**



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**Chris Bloniarz, Title Officer**

# EXHIBIT A



CLIENT: NORTHERN WASCO COUNTY P.U.D.									
Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet	
T.E.C.	B.B.B.	B.B.B.	15631.Ex(EX8)	15631	S.D.H.	01/21/2020	1"=100'	1 of 1	

**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP**  
 OF TRANSMISSION LINE EASEMENT  
 TAX LOT 02N-13E-28B 600  
 PARCEL 2, PARTITION PLAT 2005-021  
 IN THE NW1/4, SECTION 28, TOWNSHIP 2 N., RANGE 13 E. W.M.  
 CITY OF THE DALLES, WASCO COUNTY, OREGON

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: **F-4.) Approve The Dalles Main Street/'The Dalles Riverfront Dog Park' Conditions for the Project**

➤ The Dalles Main Street/'The Dalles Riverfront Dog Park' Conditions for the Project

Staff Recommendation: **Approve The Dalles Main Street/'The Dalles Riverfront Dog Park' Conditions for the Project as presented**

### Project Description

The Dalles Main Street, in partnership with 'The Dalles Riverfront Dog Park', would like to create an off-leash dog park area on a portion of Port of The Dalles property identified as 01N 13E 100. The proposed project follows a 5-year timeline and is described in detail in 'The Dalles Riverfront Dog Park Proposal' dated March 11, 2020 and presented to the Port of the Dalles Commission at their monthly meeting on March 18, 2020.

### Goals of the Project:

1. Develop the site to include 5 separate dog areas: Large breed, small breed, senior, puppy, and an agility course
2. Install: benches (?#), picnic tables (?#), community board (define), another amenities
3. Research and bring recommendation to the Port on restrooms

### Port Requirements:

1. Identification of entity that will be the responsible party for the project
2. Projected timeline
3. Prior to the start of the project:
  1. Signed agreement with the Port
  2. Insurance coverage
  3. Receipt of all necessary permits (if any)
4. Port consent must be given prior to the construction of any permanent changes (grading, service road, etc.)
5. Biannual reporting to the Port Commission

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: **G-1.) The Dalles Marina, LLC Q1/2020 Report:** Owner Angie McNab

Just ramping up to the summer months, with nothing new to really report.

Due to the COVID-19 virus, I am not renting out slips or doing new leases. I am having to wait on background checks to be approved.

Also, I am working on the next phase of updating the docks and will get with Andrea to review my plans for updates. I will bring a update to the next meeting.

Thank You,

The Dalles Marina, LLC



2:56 PM  
04/08/20  
Cash Basis

The Dalles Marina  
**Profit & Loss**  
January through March 2020

	<u>Jan - Mar 20</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Key Deposit	2.56
Late Fee Income	75.00
Moorage Fee	4,458.05
Open Moorage Fee	1,168.66
<b>Utilities Income</b>	
Electrical Fee	6.15
Sewer Fee	308.19
Water Fee	331.21
<b>Total Utilities Income</b>	<u>645.55</u>
<b>Total Income</b>	6,349.82
<b>Expense</b>	
Contracted Services	200.00
Dues, Fees and Subscription	29.00
Landscaping and Groundskeeping	1,220.08
Professional Fees	
legal Fees	685.00
<b>Total Professional Fees</b>	<u>685.00</u>
Repairs and Maintenance	240.81
<b>Utilities</b>	
Electricity	1,782.72
Garbage	450.00
Water	4,277.82
<b>Total Utilities</b>	<u>6,510.54</u>
<b>Total Expense</b>	<u>8,885.43</u>
<b>Net Ordinary Income</b>	-2,535.61
<b>Other Income/Expense</b>	
Other Income	
Other Income	2.56
<b>Total Other Income</b>	<u>2.56</u>
<b>Net Other Income</b>	<u>2.56</u>
<b>Net Income</b>	<u><u>-2,533.05</u></u>

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: **G-2.) Staff Report**

The Port continues to operate, albeit part remotely and part from the office. Spring landscape clean-up is happening with our contracted landscape company, water has been turned on at the launch ramp/guest moorage, and all irrigation water is now on.

The launch ramp is still open for the public to use, but the restrooms have been closed indefinitely since there is no way to keep them sufficiently cleaned. We understand that this is an inconvenience and will continue to evaluate reopening them. Boats are still traveling up the river and using guest moorage and we are receiving requests for short-term moorage for the Pike Minnow fishing season.

Executive Director (ED) Klaas & Executive Assistant (EA) Toepke continue to participate in calls regarding COVID-19: how governments can operate; how to assist businesses; what are the economic forecasts for this event; what does a recovery plan look like, etc. Locally, a good resource for businesses is [www.mcedd.org](http://www.mcedd.org) They have a portion of their site dedicated to COVID-19 and are keeping the information and links updated.

Many calls are looking at this event in 3 phases: Phase 1 is where we are now, Phase 2 is planning for re-opening businesses safely and securely, and Phase 3 is positioning our economy/businesses for recovery which may take months.

ED Klaas has been sending out information to Port businesses related to assistance programs that might be of benefit to them. This includes employee retention programs, business loan programs, and workforce programs. Port Staff continues to advocate for rural businesses, like the small restaurants and grocery stores in more rural communities, and rural health care.

EA Toepke took an on-line Quickbooks class and will be taking the certification exam sometime in the coming months when the testing locations are open again.

ED Klaas is working on the 2020-2021 Budget, and as a reminder, please let her know if you have projects that you would like to be considered in next year's plan. The structure of the Port's Work Plan allows for a lot of flexibility so we can focus resources on business retention/recovery. ED Klaas is also talking with Jill Amery, Wasco County Assessor, about tax collection projections and if the COVID-19 event is expected to affect either the property valuations or tax collections.

ED Klaas was a guest on both the KIHHR & KODL radio programs as usual, but like everything else - by calling in, not in person.

## PORT OF THE DALLES AGENDA ITEM

Meeting Date: April 15, 2020

Subject: G-3.) COMMITTEE REPORTS

- **Community Outreach Team:** Commissioner Weast & Executive Director Klaas  
*March Meeting was Cancelled*
  
- **Wasco County Economic Development:** Commissioner Courtney  
*March Meeting was Cancelled*
  
- **Urban Renewal:** Commissioner Coburn  
*March Meeting was Cancelled*
  
- **Dufur:** Commissioner Wallace
  
- **Chamber of Commerce:** Commissioner Griffith