Yale Hydroelectric Project

FERC Project No. 2071

Visitor Information Facility Plan

June, 2013
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1.0 INTRODUCTION

On June 26, 2008 the Federal Energy Regulatory Commission (Commission) issued a new operating license for the Yale Hydroelectric Project (Project) FERC Project No. P-2071. The hydroelectric project is located on the Lewis River near the town of Cougar, Washington. Article 410 of the license requires PacifiCorp Energy, within five years of license issuance, to file with the Commission for approval a Visitor Information Facility Plan (Plan) as outlined in section 13.2.4 of the Lewis River Settlement Agreement (SA) filed on December 3, 2004. The plan shall include, at a minimum:

a) identification of the location of the visitor facility in Cougar, Washington;
b) facility design drawings to include two vault toilets and a detailed description of interpretive content;
c) an implementation schedule; and
d) a visitor facility operation and maintenance schedule, including maintenance standards and frequencies, for the term of the license.

As part of Plan development, PacifiCorp Energy is to consult with the United States Forest Service and all stakeholders who were active in the previous settlement agreement process and document any comments and recommendations on a draft Plan.

This Plan is available to the Lewis River Recreation Committee (LRC) on PacifiCorp Energy’s website at the following link:

Copies of this Plan are available from PacifiCorp Energy.

2.0 LOCATION

The town of Cougar, Washington is located approximately 50 miles northeast of Portland, Oregon on the north fork of the Lewis River (Figure 1). The town of Cougar has tourist amenities of two gas stations, two small convenience stores, two restaurants and a private campground. PacifiCorp Energy owns property in the center of Cougar that is currently leased to the Port of Woodland (Port) as a public access site. This site is located along state Highway 503 which is a major access route to the Mount Saint Helens National Monument. The Port owns all site improvements which include a plumbed restroom, information kiosk, picnic area and parking area with Americans with Disabilities Act (ADA) parking spaces. Given the location and existing site facilities, PacifiCorp Energy proposes to locate the Visitor Facility at this established rest stop (Figure 2).
Figure 1. Location of Cougar, Washington

Figure 2. Location of existing visitor information structure for the Yale Hydroelectric Project, FERC No. 2071, Visitor Information Facility
3.0 Facility Design

The proposed Plan will utilize an existing visitor information structure and restrooms that are open year-around. The facility will incorporate panel design elements developed as part of the Lewis River Interpretation and Education Program currently being implemented at all PacifiCorp Energy recreation sites on the Lewis River (http://www.pacificorp.com/content/dam/pacificorp/doc/Energy_Sources/Hydro/Hydro_Licensing/Lewis_River/2010_05_10_I%26E_plan.pdf)

These design elements will provide continuity between the visitor facility and other public access facilities in the vicinity.

The proposed interpretative content will inform visitors of the earth fill dam construction utilized for Swift Dam, the Swift Floating Fish Collector’s role in anadromous fish reintroduction to the upper Lewis River Basin and PacifiCorp Energy’s wildlife management efforts on company owned lands adjacent to the hydroelectric project reservoir (Figure 3). Each of the interpretative topics will be displayed across two large panels containing text, photographs and graphics (Appendix A – Design Detail). Currently displayed maps of the Gifford Pinchot National Forest and Mt. St. Helens Monument (Appendix B – Maps) that inform visitors of additional recreation opportunities in the vicinity will remain an integral part of the display at the Visitor Facility.

Figure 3. Interpretative Panel Detail
Originally considered to be a possible curation facility for prehistoric artifacts, the proposed Visitor Facility does not include means of secured storage. In 2009, PacifiCorp Energy successfully consulted with the Yakama Nation, Cowlitz Indian Tribe and Washington Department of Archaeology and Historic Preservation to curate Lewis River prehistoric artifacts at PacifiCorp Energy’s Merwin Hydroelectric Project Headquarters.

### 4.0 Implementation Schedule

Upon Commission approval of the Plan, PacifiCorp Energy will coordinate with contractors to implement the Plan within nine months. Timeline is contingent on assumption that facility improvements shall not require an extensive permitting timeline.

### 5.0 Operation and Maintenance

PacifiCorp Energy proposes to include the Visitor Information Facility interpretative panels in the company’s annual Lewis River recreation facility maintenance inspections that typically occur during March of each year. The current property lease agreement with the Port of Woodland allows for the use of a community room, restroom and public park/picnic area and stipulates that the lessee is responsible for all necessary maintenance. The lease is effective through 2023 (See Appendix C - Lease). PacifiCorp Energy intends to renew the lease with the Port for ongoing use and maintenance of the facilities for the remainder of the license term. The lease also states that the lease and any facilities installed are subject to the Yale Hydroelectric Project license and to any such orders as may be hereafter issued by the Commission.
## 6.0 Lewis River Recreation Committee Participants

<table>
<thead>
<tr>
<th>LRC Member</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jean Akers</td>
<td>City of Vancouver</td>
</tr>
<tr>
<td>Mariah Stoll-Smith Reese</td>
<td>Lewis River Community Council</td>
</tr>
<tr>
<td>Noel Johnson</td>
<td>Lewis River Citizens at-Large</td>
</tr>
<tr>
<td>David Moore</td>
<td>PacifiCorp Energy</td>
</tr>
<tr>
<td>Todd Olson</td>
<td>PacifiCorp Energy</td>
</tr>
<tr>
<td>Diana Gritten-MacDonald</td>
<td>PUD of Cowlitz County</td>
</tr>
<tr>
<td>Bill Uyesugi</td>
<td>USDA Forest Service</td>
</tr>
<tr>
<td>Peggy Miller</td>
<td>Washington Dept. of Fish &amp; Wildlife</td>
</tr>
<tr>
<td>Jim Eychaner (retired)</td>
<td>Washington Interagency Committee</td>
</tr>
</tbody>
</table>
7.0 CONSULTATION SUMMARY
Peggy,

The caption for that photo has been revised – thank you. I revised it several months ago (last year) and yet the old wording still made it into the version you saw.

Thanks,

Kirk S. Naylor  
Principal Scientist - Wildlife and Forestry  
825 NE Multnomah, Suite 1500  
Portland, Or. 97232  
503-813-6619 (office)  
503-866-8750 (cell)

Thank you, Peggy.

Your comment will be noted in the Plan when submitted to the FERC after closure of the 30-day comment period. The appropriate PacifiCorp staff member will respond to your email at their earliest opportunity.

Kim

Hi Kim,

Thank you for the opportunity to review the Visitor Information Facilities Plan. I have one comment on the wildlife banner found on page 16. The caption reads “A developed snag and downed log used in forest habitat management (recycled from drift).” The picture is of a snag. The caption leads the reader to believe the snag is a log found in the lake and erected at the site. I’d like to suggest a different caption or a different picture of
a snag and a piece of downed wood with the same caption but worded so that the reader understands it is only the downed wood that is recycled from the reservoir.

Thanks,

Peggy

**Peggy Miller** - Energy/Major Projects Biologist, Habitat

Washington Department of Fish and Wildlife
600 Capitol Way North - Olympia WA 98501
peggy.miller@dfw.wa.gov 360-902-2593

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**From:** McCune, Kimberly [mailto:Kimberly.McCune@pacificorp.com]
**Sent:** Thursday, May 16, 2013 11:22 AM
**To:** Bill Uyesugi; Diana MacDonald; Jean Akers; Jim Eychaner; Mariah Stoll-Smith Reese; Moore, David; Noel Johnson; Olson, Todd; Miller, Peggy A (DFW)
**Subject:** ACTION REQUIRED: SA 13.2.4 - Visitor Information Facility Plan; 30-day Review and Comment Period

Attn: Lewis River Recreation Committee (LRC)

In accordance with Lewis River Settlement Agreement 13.2.4 (Yale License Article 410), as amended on March 2, 2010, please be advised that the facility design detail and interpretive content as further outlined below for the **Visitor Information Facility** is now available for a 30-day review and comment period.

**Article 410. Visitor Facility Plan.** Within 5 years of license issuance (6/26/2013), the licensee shall file with the Commission for approval, a Visitor Information Facility Plan (outlined in section 13.2.4 of the Settlement Agreement filed on December 3, 2004). The plan shall include, at minimum:

- (a) identification of the location of the visitor facility in Cougar, Washington;
- (b) facility design drawings to include two vault toilets and a detailed description of interpretive content;
- (c) an implementation schedule; and
- (d) a visitor facility operation and maintenance schedule, including maintenance standards and frequencies, for the term of the license.

The licensee shall allow a minimum of 30 days for the entities to comment and to make recommendations before filing the plan with the Commission.

This Plan is available to the Lewis River Recreation Committee (LRC) on PacifiCorp Energy’s website at the following link:
Copies of this Plan are available from PacifiCorp Energy upon request.

We ask that you provide your comments to PacifiCorp on or before Monday, June 17, 2013 to my attention at kimberly.mccune@pacificorp.com

Thank you.

**Kimberly McCune**  
Sr. Project Coordinator  
PacifiCorp Energy - Hydro Resources  
825 NE Multnomah, Suite 1500  
Portland, OR 97232  
Ph: (503) 813-6078
<table>
<thead>
<tr>
<th>ACC/TCC Member</th>
<th>Comment(s)</th>
<th>PacifiCorp Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 28, 2013</td>
<td>Thank you for the opportunity to review the Visitor Information Facilities Plan. I have one comment on the wildlife banner found on page 16. The caption reads &quot;A developed snag and downed log used in forest habitat management (recycled from drift).&quot; The picture is of a snag. The caption leads the reader to believe the snag is a log found in the lake and erected at the site. I’d like to suggest a different caption or a different picture of a snag and a piece of downed wood with the same caption but worded so that the reader understands it is only the downed wood that is recycled from the reservoir.</td>
<td>May 31, 2013 Kirk Naylor - PacifiCorp The current caption reads: “A developed snag and downed log used in forest management (recycled from drift).” The picture is of a limbed tree that the lay public may not understand as a “snag”. Therefore the caption will read: Dead trees (snags) provide nesting, roosting and perching habitat for wildlife and can be developed from live trees to add diversity.</td>
</tr>
</tbody>
</table>


Appendix A

Design Detail
1 plan view kiosk with existing panels
scale = 1:50

2 front view kiosk with existing panels
scale = 1:50

1 plan view kiosk with proposed panels
panel 1-7 pacificorp panels
panel 1 mount st. helens
panel 2 gifford pinchot

4 front view kiosk with proposed panels
scale = 1:50

Note(s)

Existing kiosk panel distribution
scale = 1:50
by pr
date 05.05.13-2
versions 05.05.13-1

Page 1.0
Mount St. Helens National Volcanic Monument

Monument Pass Required
No Fees Required

Camping and fires are prohibited.
Day use ONLY.

Fork Toutle River
Recreation Area
Coldwater Lake

0 4 2 2
238
South Beaver Bay
216G
Viewpoint
Trail of Two
Hydrography
216
238
Day Use Only
Major Waterbodies
Major Rivers

4314'
µ
Climber's
216F
Sno-Park
1
Vanson
#*
227
4170'
217
Swift Reservoir

1
Swift
1H
Butte
9
Curly Creek Falls
3RZHUKRXVHLQWDNHEXWWHUÁ\n323
Deer and elk and stands of old growth forests.
provide great resting and sunbathing spots
from their decomposition enrich the soil.
high-quality foods. Planting timber
management to shape the best possible
Earth /fill dams, such as Swift, are built at
were compacted with heavy machinery.
Construction of the Swift Dam.
A developed snag
and downed log
wetland that was part
of U.S. Government Works.

The timber harvest area was designed to create a
Part of the System

is about more than just power generation along the Lewis River

Client: pacificorp energy hydro resources
Contact: michael Kahut
Phone: 503.813.1018
Email: michael.kahut@pacificorp.com
Project: kiosk panels
Code: PN-007

Note(s)

Kiosk Panels
Scale: 1:50
By: pr
Date: 05.05.13
Versions

Page 2.0
Swift Dam, built between 1956 and 1958, is the uppermost project in PacifiCorp’s Lewis River system. It was built to expand the capabilities of the system, creating another reservoir at which hydroelectric power can be generated and floodwaters can be managed.

Unlike Merwin Dam (located downstream on the Lewis), which is a concrete arch dam, Swift Dam is an earth fill dam. It’s made of many types of fill material, from fine clay to boulders. If you were to look at a cross section of the dam, you’d see that these different fills are arranged in layers, each with its own purpose. Some layers provide strength, others conduct water to appropriate outlets, and some are impermeable, providing barriers to water flow.

The materials in Swift Dam came from right here along the Lewis River. They include riverbed boulders and gravels, rocks and soil excavated for the dam base, and rocks quarried from the surrounding hillsides. The impervious layers are made of volcanic clay taken from ancient mudflows in the valley.

Swift Dam is an important part of power generation in the Pacific Northwest.
Swift Dam

When constructed, Swift Dam was the tallest earth fill dam in the world.
Welcoming the Fish Home

Years of habitat enhancement help shape the creeks of the upper Lewis River to welcome the fish home.
The upper Lewis River’s last wild salmon returned from the ocean in 1931. The following year, the new Ariel (Merwin) Dam barred the fish from their home waters—blocking passage of both adult and juvenile fish. Yale (1953) and Swift (1958) dams added to the obstacles.

For the past eight decades, hatchery operations kept salmon and steelhead populations alive in the lower river—but the rich spawning and rearing waters of the upper river were out of reach. This was a common pattern throughout the Columbia Basin. As dam projects brought electricity and water to growing towns, wild salmon were restricted to the lower reaches of most major rivers.

But advances in fish science and engineering technology are changing that. Here at Swift Reservoir, an ingenious system provides fish a path past the human-built obstacles.

The Swift Dam Floating Surface Collector increases opportunities for salmon and steelhead recovery.

The floating surface collector was constructed at the upper end of Swift Reservoir Dam near to its mooring point near Swift Dam.

The Swift Reservoir floating surface collector attracts young salmon to an entrance where they are collected, sorted, then loaded on to fish-friendly trucks for transportation downstream to a release facility.

The floating surface collector is the heart of the system.

A net keeps fish from approaching the dam and turbine intake and directs them to the collector.

A gradually increasing current attracts the fish further in, until the current is so strong that they cannot swim back out.

Recirculating pumps create a strong current that simulates a natural lake outlet, attracting juvenile fish.

A series of separator screens sort fish by size.

A large hopper transfers fish along a track to a fish transport truck.

The fish are transferred to specially-designed trucks without ever being out of water.

Trucks release juvenile fish downstream of Merwin Dam. The same trucks bring mature adults upstream and release them above Swift Dam.

All images courtesy of PacifiCorp.

Habitat Enhancement
PacifiCorp and the Washington Department of Fish & Wildlife have been releasing adult salmon into Swift Reservoir since 2007. The spawning fish release nutrients as they decompose, enriching riparian habitats. Tree trunks and root wads are placed in the spawning streams to shape the flow of water, creating pools and riffles where juvenile fish can hide and feed.

New Technology Helping Fish

The Swift Reservoir floating surface collector attracts young salmon to an entrance where they are collected, sorted, then loaded on to fish-friendly trucks for transportation downstream to a release facility.

The Swift Reservoir floating surface collector increases opportunities for salmon and steelhead recovery.

The fish passage system at Swift Reservoir helps restore late wild winter Steelhead, early season Coho, and spring Chinook.

The Swift Dam Floating Surface Collector increases opportunities for salmon and steelhead recovery.
In this landscape of many uses, it takes sound science and hands-on management to shape the best possible habitat for wildlife. PacifiCorp’s biologists and foresters are using many techniques to make sure wildlife thrive here in the Lewis River watershed.

Animals are attracted to habitats that are diverse in species and in structure. Stands of mixed-age, mixed-height trees, with sunny openings that support a variety of understory plants, are far more useful to wildlife than dense, dark even-aged stands. PacifiCorp land managers selectively cut trees within dense forest stands to encourage this kind of healthy habitat variety.

Animals need year-round sources of high-quality foods. Planting timber harvest areas with grass seed creates a naturally recurring source of nutritious food for elk, deer, and other herbivores.

PacifiCorp regularly collects drifting logs from the reservoirs. These logs—which would otherwise be recreational hazards and threats to hydroelectric facilities—are recycled as habitat in upland forests, where they form nurse-logs for new growth, and where the nutrients from their decomposition enrich the soil.

Wetland animals need diversity too! Salvaged drift logs, placed in marshes and ponds, provide great resting and sunbathing spots for turtles, frogs, waterfowl, and others.

Habitat Management
PacifiCorp’s commitment to habitat management and enhancement along the Lewis River includes purchasing new lands. These lands are managed to benefit fish, wildlife and native plant species.

They include wider stream buffers, naturally occurring wetlands, enhanced forage areas for deer and elk and stands of old growth forests.

Protecting the Wildlife of the Lewis River
As a steward of this rich and diverse landscape, PacifiCorp has a commitment to the health of its forests, wetlands and wildlife.

In this landscape of many uses, it takes sound science and hands-on management to shape the best possible habitat for wildlife. PacifiCorp’s biologists and foresters are using many techniques to make sure wildlife thrive here in the Lewis River watershed.

Animals are attracted to habitats that are diverse in species and in structure. Stands of mixed-age, mixed-height trees, with sunny openings that support a variety of understory plants, are far more useful to wildlife than dense, dark even-aged stands. PacifiCorp land managers selectively cut trees within dense forest stands to encourage this kind of healthy habitat variety.

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Wetland animals need diversity too! Salvaged drift logs, placed in marshes and ponds, provide great resting and sunbathing spots for turtles, frogs, waterfowl, and others.
Wildlife Habitat for Now and the Future

Management of the Lewis River Watershed is about more than just power generation along the Lewis River.
Appendix B
Maps
For more information, visit our websites at:
http://www.fs.usda.gov/giffordpinchot
http://www.fs.usda.gov/mountsthelens
and is approximate in general proportions.
Elevations are in Feet
This map is intended for general reference and is approximate in
general proportions.
For Road and Recreation Conditions Report, go to this link:
http://www.fs.usda.gov/recmain/giffordpinchot/recreation#cond
Printed June, 2012

USDA Forest Service is an equal opportunity provider and employer.
Appendix C
Port of Woodland Lease
LEASE

PACIFIC CORP. (Pacific) an Oregon corporation, for and in consideration of Lessee's compliance with the terms and conditions hereof, does hereby grant to PORT OF WOODLAND (Lessee), a municipal corporation of the State of Washington, permission to occupy and use the following described real property located in Cowlitz County, State of Washington, hereinafter called "the Premises":

The west half of the southeast quarter of the northwest quarter of Section 31, T 7 north, R 4 east, as shown and attached hereto as Exhibit A and by this reference made a part hereof.

SUBJECT TO AND UPON the following terms and conditions:

1. Term: This Lease shall be effective for a period commencing January 1, 2000 and ending December 31, 2023, unless earlier terminated as hereinafter provided.

2. Rent:
   a) As consideration hereof, for so long as this Lease shall remain in effect, Lessee shall pay to PacifiCorp on or before January 1 of each year annual rental in the amount of $250.00 subject to any adjustment as hereinafter provided. Lessee agrees that effective with the year 2013, and thereafter during any year ending in "3" or "8," PacifiCorp, at its option, and upon ninety (90) days written notice to Lessee, may adjust the amount of said rental for subsequent years of this Lease to reflect market value of like property. Once established, rental rates shall remain in force and shall not be increased except in years ending in "3" or "8." Market value may be determined either by the PacifiCorp or by an independent appraisal secured by PacifiCorp, considering both benefits of and restrictions on Lessee's use of the Premises. Any rental increase greater than seven percent of the rate in place for the previous period must be based upon such appraisal. If PacifiCorp elects to adjust the rent using an appraisal, PacifiCorp shall use the procedures described in Section 2b, c, and d below.
   
   b) Starting with the year 2012, and thereafter in any year ending in "2" or "7," PacifiCorp may secure an independent appraisal to be completed no later than March 1st, using practices generally accepted in the appraisal industry, from a licensed appraiser with experience in valuing property in Washington and Oregon, to determine current market value of the PacifiCorp's property. The appraiser shall hold a current certification of competence from a nationally recognized professional appraisal organization. The appraisal shall consider the benefits of and restrictions on Lessee's use imposed by this Lease and applicable governmental laws, ordinances and policies; comparable recreational sites located on or near water on public and private land in Washington and Oregon; the remaining term of the Lease; and any other factors which a reasonable and prudent appraiser valuing recreational sites would normally consider. With the consent of the appraiser, a copy of the appraisal report may be made available for review by Lessee.
   
   c) If the appraisal indicates an increase of 25% or greater in the rental value of PacifiCorp's property at Yale Reservoir over the then current rental, and the PacifiCorp desires to increase the rental rate, the Lessees of site may acquire a
second independent appraisal according to the same standards and conditions set forth in subarticle 3(b) hereof. If these two appraisers cannot agree on the rental rate within 45 days after the written opinion of the second appraiser is received, the two appraisers shall appoint a third appraiser with similar experience to act as mediator. If they cannot agree on a third appraiser, that appraiser shall be appointed by the presiding judge of the Cowlitz County Superior Court, if requested by either PacifiCorp or the Lessees acting in common. The third appraiser shall then select either the fair market rate proposed by the appraiser appointed by PacifiCorp or that proposed by the appraiser appointed by Lessee. The decision of the appraisers shall be binding on Lessee and PacifiCorp as provided in R.C.W. 7.04. Each party shall bear the expense of the appraiser they appoint and one-half the cost of the third appraiser.

d) If the amount of said rental adjustment exceeds a 50% increase over the then current rental, the PacifiCorp’s notification to Lessee of rental increase shall include a plan to phase in said increase equally over a period of five years.

e) PacifiCorp will consider waiving rental increases as a service to the areas served by the Port of Woodland as long as the property use continues to be of value to the surrounding community.

3. Taxes, Assessments and Charges.

a) Lessee shall pay, before delinquency, all taxes, assessments or charges of any nature or kind whatsoever (including, but not limited to, water, fire protection, sanitary facilities, local improvement or service charges) assessed against Lessee’s buildings or other Lessee owned property on the Premises. Such taxes, assessments or charges include those assessed for any part of the term of this Lease, but which are due and payable after the termination of this Lease. If statements for such taxes, assessments or charges are rendered directly to PacifiCorp, Lessee promptly upon receipt of PacifiCorp’s billing therefore, shall reimburse PacifiCorp. In the event of any failure on the part of Lessee to fully or timely discharge any of its obligations under this article, PacifiCorp may pay said obligations and Lessee shall immediately reimburse PacifiCorp. PacifiCorp shall pay all real estate taxes assessed against the land.

b) In the event of any failure on the part of Lessee to fully and in timely fashion discharge any of Lessee’s obligations under this paragraph, PacifiCorp may forthwith terminate this Lease or, if it elects to continue the Lease, PacifiCorp may pay and discharge such taxes, assessments or charges and thereupon PacifiCorp shall have a lien upon Lessee’s pro-rata share of any property of Lessee located on said Premises for the amount of any such payments, together with the amount of any cost or expense thereby incurred by PacifiCorp plus interest upon such amounts at the highest rate per annum permitted by law until such time as Lessee shall have reimbursed such amounts plus the interest thereon to PacifiCorp. Lessee’s pro-rata share of Lessee’s property located on the Premises is that portion of such property that exceeds the outstanding amount of any and all construction grants made to Lessee by any federal agency for the purpose of constructing the property in question.

4. Purpose and Use: Lessee shall use the premises for a Community Room and a Restroom Facility (collectively, “the Facilities”) as more fully described in the attached Exhibit A,
and a public park/picnicking area surrounding the Facility. This Lease does not include the right of access to PacifiCorp’s lands, other than for the above stated purpose.

5. **Hydro Project**: The subject premises are part of PacifiCorp’s Yale Hydroelectric Project lands, FERC Project License No. 2071 (Project). This Lease and any Facilities installed hereunder are subject to the provisions of said License, and to such orders as may be hereafter issued by the Federal Energy Regulatory Commission and other regulatory agencies having jurisdiction of the Project, and to such acts of PacifiCorp as may be necessary in compliance with said license and said orders. Access to the premises by FERC inspectors shall not be unreasonably denied.

6. **Reservoir**: Lessee understands and acknowledges that in the operation and maintenance of Yale Reservoir by PacifiCorp, it is necessary for PacifiCorp to lower and raise the level of the waters of the reservoir, that such fluctuations may be substantial, may occur at irregular intervals, and will be without notice. Lessee further understands and acknowledges that such fluctuations may from time to time lower the surface of the reservoir to a level at or near that of rocks and other obstructions on the bed of the reservoir and that, therefore, from time to time hazardous conditions may exist.

7. **Reserved Rights**: There is reserved to PacifiCorp, its successors and assigns, the right at all times to enter upon and occupy the premises or any part thereof for the purpose of constructing, reconstructing, operating and maintaining its existing and future project facilities thereon or for any other purpose in connection with its operation as a public utility. Lessee shall at all times use the premises so as not to interfere with such use by PacifiCorp. PacifiCorp shall not be liable for damage to vegetation or the Facilities resulting from the exercise of any of the rights herein reserved to PacifiCorp, its successors and assigns.

8. **Compliance with laws**: In the use of the premises, Lessee shall at all times during the term of this Lease observe all applicable federal, state and local laws and regulations, including, but not limited to, environmental laws and EPA regulations.

9. **Spills**: Lessee shall be solely responsible for any spills or leakage onto PacifiCorp’s land or into the Reservoir from the Facilities or construction, maintenance or repair thereof, or from Lessee’s use of any lands of PacifiCorp in connection therewith, including but not limited to flammable or toxic liquids or substances.

10. **Soil Erosion**: Lessee, in the use of the permission hereby granted, shall take all reasonable precautions to prevent unusual soil erosion on PacifiCorp’s real property. All spoil and slash resulting from the construction, use and maintenance of said road and facilities on PacifiCorp’s land shall be disposed of and/or scattered so as not to find its way into any stream or to unreasonably damage PacifiCorp’s real property. All disturbed area outside of the Facilities itself shall be reseeded with native grasses or otherwise restored as directed by PacifiCorp at Lessee’s expense within 120 days of such disturbance.

11. **Maintenance and Repairs**: Lessee shall not commit any waste on the premises. Lessee accepts the premises in their present condition, and shall accept responsibility for all necessary maintenance and repairs to Lease the use thereof, including revegetation hereafter established by Lessee, at its sole cost and expense. It is expressly understood and agreed that PacifiCorp is under no obligation at any time during the term of this Lease to repair or maintain the premises or Facilities thereon.
12. **Approval of Plan**: Lessee agrees to the terms of the Exhibit A attached hereto this Lease agreement concerning the construction of Facilities.

13. **Right to Timber**: Lessee understands and agrees that PacifiCorp has the right to enter upon said lease lands for the purpose of timber removal. Prior to entering upon the property, PacifiCorp shall to provide lessee thirty (30) days notice of any proposed timber removal.

14. **Landscaping Improvements**: Before making any improvements upon the premises or any changes in the general landscaping thereof, Lessee shall first secure written consent from PacifiCorp to do so.

15. **Noxious Weeds**: Lessee shall maintain the premises in a manner satisfactory to PacifiCorp, including control of the growth of noxious weeds or other growth as may be required by any federal, state or local agency having jurisdiction.

16. **Assignment of Lease**: Lessee shall not assign, sublet or transfer this Lease in whole or in part without the prior written consent of PacifiCorp, and any such attempted assignment or transfer by Lessee shall be null and void.

17. **Indemnification**: Lessee shall indemnify and save PacifiCorp harmless against and from any damage to PacifiCorp’s property and further shall indemnify and save PacifiCorp harmless against and from any claims, actions, suits or demands brought or asserted on account of alleged injury or damage to property and persons, including Lessee’s agents and employees, arising from or in connection with Lessee’s use of or activities upon the premises.

18. **Insurance**: Prior to entering upon PacifiCorp’s land and performing any work thereon pursuant to this lease, Lessee shall procure and thereafter maintain in full force and effect at all times during the continuance hereof, with carrier or carriers satisfactory to PacifiCorp, commercial general liability insurance for bodily injury and property damage, with single combined limit of $1,000,000, and an aggregate limit of $2,000,000 to protect against and from all loss by reason of injury or death to persons or damage to property of third persons based upon or arising out of Lessee’s exercise of the Lease granted hereunder and the obligations contractually assumed by Lessee hereby. Such insurance shall contain provisions or endorsements (1) naming PacifiCorp as an additional assured, (2) providing that such insurance is primary with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, (3) containing a cross liability or severability of interest clause, and (4) providing that such insurance coverage shall not be canceled or materially altered without 30 days prior written notice to PacifiCorp. Written proof of compliance with the foregoing in a form satisfactory to PacifiCorp shall be furnished to PacifiCorp prior to entry by Lessee on PacifiCorp lands and prior to the expiration of each policy year thereafter during the continuance hereof.

19. **Liens**: Lessee shall keep the premises free from all liens and encumbrances in connection with Lessee’s use thereof.

20. **Ownership of Lessee Improvements Upon Termination**: Upon termination of the Lease, Lessee shall retain ownership of all improvement to the premises made by the Lessee. Disposition of the Lessee’s interest in such improvements shall be made pursuant to 7 CFR 301.31(c). Lessee or its assigns shall, within 6 months of the termination for the Lease, remove all improvements to the premises made by Lessee unless the parties subsequent agree otherwise. PacifiCorp shall provide Lessee or its assigns with such
access to the premises as is reasonably necessary to accomplish the required removal of improvements. In accomplishing removal of improvements the Lessee or its assigns shall not leave the premises in a worse condition than the premises were in at the time of the creation of the leasehold.

21. **Transfer:** In the event that the federal government seeks to require disposition of the improvements made by the Lessee through transfer of title as authorized by 7 CFR 3016.31(c)(3), PacifiCorp shall be under no obligation to enter into a new lease with a third party with regard to the premises. Nothing in this provision shall prohibit PacifiCorp and a third party designated and approved by the federal government under 7 CFR 3016.31(c)(3) from entering into a new lease or from agreeing that the third party shall replace the Port of Woodland as lessee under this Lease.

22. **Access:** Lessee shall not interfere with or obstruct access to the premises by PacifiCorp's representatives.

23. **Access to Project Lands and Facilities:** This Lease only grants permission to install and maintain said Facilities and to use said Premises as hereinabove described, and nothing herein contained shall be construed as granting Lessee any exclusive right to use the waters of the Reservoir, lands owned by PacifiCorp, or facilities installed on PacifiCorp's lands hereunder. Lessee shall at no time by advertisements, signs or oral or written representations, or actions, give any indication to the contrary, nor shall Lessee attempt in any way to prohibit or curtail the use, in accordance with rules and regulations for public behavior now in effect on PacifiCorp's recreation areas or hereafter established by PacifiCorp, of said water, lands and facilities by any members of the general public.

24. **Waiver:** The failure of PacifiCorp to enforce any provision of this Lease or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on the part of any such provision, but the same shall nevertheless be and remain in full force and effect.

25. **Notice:** Wherever in this Lease notice is provided or required to be given by one party to another, such notice shall be in writing and transmitted by United States mail or by personal delivery to PacifiCorp at its office at:

   PacifiCorp
   Anna S. King
   Attention: Property Management Department
   825 N.E. Multnomah, Suite 1700
   Portland, Oregon, 97232

   or to

   David Ripp
   Port of Woodland
   P.O. Box 87
   Woodland, Washington, 98674

   as the case may be, or such other address as any party hereto may, from time to time, designate for that purpose.

26. **Default:** If Lessee violates or fails to perform any of the terms, covenants or conditions set forth herein, PacifiCorp may, after ten (30) days' written notice thereof, re-enter and repossess itself of the premises and expel Lessee or those claiming thereunder, without waiving any other remedy or remedies which PacifiCorp may have at law or in equity on account of such violation.
27. **Legal Fees:** Lessee shall pay all costs and expenses, including a reasonable attorney’s fee, arising before or after litigation is instituted, in case PacifiCorp shall resort to legal proceedings to enforce any of Lessee’s covenants hereunder or to obtain possession of the premises for breach of said covenants.

28. **Choice of Law:** This Lease shall be subject to and construed under the laws of the State of Washington and Federal regulations.

**EXECUTED** in duplicate by the parties hereto this **20th day of December, 1999.**

PACIFICORP

By [Signature]

PORT OF WOODLAND

By [Signature]
Exhibit “A”

Port of Woodland

Construction of Facilities

1. The Lessee shall, prior to constructing the Facilities, furnish PacifiCorp with final plans and specifications for approval prior to construction. Final plans are not limited to but shall include the following:
   a) Exact number of acres to be used (including any necessary drainfield).
   b) Start date of construction.
   c) Expected end date of construction.
   d) Three months notice of the size and number of trees to be removed.
   e) Plan for landscaping.

2. Any improvements of the facility shall comply with PacifiCorp’s approvals.

3. The Facilities shall be completed within one year of the start date, including all landscaping.

4. Lessee shall obtain PacifiCorp’s written permission prior to improvement of existing Facilities.

5. New and existing Facilities shall be maintained by Lessee in a safe and usable condition and subject to inspection by PacifiCorp representatives.

6. All Facilities, existing or new, on PacifiCorp’s land, must be permitted through all governmental agencies and copies of such approvals must be forwarded to PacifiCorp prior to any construction.

7. A permanent sign, wording and appearance to be approved by PacifiCorp, shall be posted stating PacifiCorp’s partial contribution of land use to the community for the facility.
Key:
- Pacific's Property
- Cowlitz Co. Fire Dept.
- 60' Permit to Yale Store
- 30' Easement for Access
- Water's Edge

Sec. 34, T 7 N, R 4 E., WM
REAL PROPERTY
Cowlitz County, Washington
PACIFIC POWER & LIGHT COMPANY
PORTLAND, OREGON
SCALE: 1' = 300'

DRAWN 2-3-65
TRACED
CHECKED JP 2-5-65
APPROVED 2-5-65
PA-1120
Co-139