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June 23, 2015

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**Re: DR 49 – In the Matter of GEORGIA-PACIFIC CONSUMER PRODUCTS (CAMAS) LLC, and CLATSKANIE PEOPLE'S UTILITY DISTRICT, Petition for Declaratory Ruling**

Attention Filing Center:

Attached for filing in the above-captioned docket is PacifiCorp's Opening Brief. Please contact this office with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Adam Lowney".

Adam Lowney

cc: Service List

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

In the Matter of

GEORGIA-PACIFIC CONSUMER  
PRODUCTS (CAMAS) LLC and  
CLATSKANIE PEOPLE'S UTILITY  
DISTRICT,

Petition for Declaratory Ruling.

**DR 49**

**PACIFICORP'S OPENING BRIEF**

**June 23, 2015**

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**PACIFICORP’S OPENING BRIEF**

1 **I. INTRODUCTION**

2 PacifiCorp d/b/a Pacific Power (PacifiCorp or Company) respectfully submits this  
3 Opening Brief to the Public Utility Commission of Oregon (Commission). In this docket, the  
4 Clatskanie People’s Utility District (Clatskanie) and Georgia-Pacific Consumer Products  
5 (Camas) LLP (GP or the Camas Mill) (collectively, the Petitioners), present the Commission  
6 with two questions:

7 (1) Under the Assumed Facts, does Oregon’s direct access law apply to  
8 Clatskanie’s delivery of electric service to GP under the terms of the proposed  
9 transaction?

10 (2) Under the Assumed Facts, does Clatskanie’s delivery of electric service to GP  
11 under the terms of the proposed transaction violate Oregon’s territorial laws?

12 PacifiCorp requests that the Commission answer both questions in the affirmative and  
13 conclude that Clatskanie will violate Oregon’s direct access and territorial allocation statutes  
14 under the proposed transaction.

15 To provide historical background and context, PacifiCorp’s Opening Brief addresses  
16 the questions presented in reverse order. Based on the Assumed Facts and as a matter of law



1 under Commission orders allocating PacifiCorp's Troutdale substation and the Camas Mill,  
2 Clatskanie has and will continue to violate PacifiCorp's exclusive service territory and  
3 undermine the policies underlying Oregon's territorial allocation statutes. Clatskanie  
4 proposes to serve the Camas Mill, even though the Camas Mill: (1) has been a PacifiCorp  
5 customer since 1947; (2) is exclusively allocated to PacifiCorp since at least 1972; and (3) is  
6 located approximately 70 miles from Clatskanie's own service territory.

7 By manipulating the electric point of delivery for the Camas Mill, Clatskanie attempts  
8 to evade the requirements of Oregon's territorial allocation statutes and appropriate the  
9 Camas Mill as its own customer. Clatskanie claims it will use its own distribution system to  
10 interconnect with PacifiCorp at the point where the Camas Mill is currently served and then  
11 wheel the electricity outside PacifiCorp's service territory to serve the Camas Mill. But the  
12 proposed transaction involves no physical change to the Camas Mill or to any of the facilities  
13 serving the Camas Mill. The Commission has rejected similarly transparent attempts to  
14 circumvent allocated service territories, and the Commission recently noted that allowing  
15 such manipulation would render allocated service territories meaningless.

16 Second, independent of the violation of Oregon's territorial allocation statutes, the  
17 proposed transaction violates Oregon's direct access statutes and rules. Under the proposed  
18 transaction, Clatskanie, an Oregon people's utility district (PUD), will provide market-based,  
19 retail electric service to the Camas Mill without complying with the requirements of direct  
20 access, including certification as an Electric Service Supplier (ESS). Clatskanie's claim that  
21 the proposed transaction will instantly convert the Camas Mill from a long-time Oregon  
22 customer of PacifiCorp's to a Washington customer ignores the reality that the proposed  
23 transaction makes no substantive changes to the Camas Mill's retail consumption of

1 electricity. Under the proposed transaction, the Camas Mill’s electric supply will flow  
2 through the same substation, across the same 69 kilovolt (kV) transmission lines, to the same  
3 facility, to be used by the same owners for the same manufacturing purpose. Without any  
4 substantive change to the delivery and use of the Camas Mill’s electric supply, the  
5 Commission should continue to apply Oregon’s direct access laws to Clatskanie and the  
6 Camas Mill.

7 Together, Oregon’s territorial allocation and direct access statutes create a framework  
8 that serves the public interest by promoting the efficient and economic use of resources,  
9 while fostering a competitive retail electricity market for larger customers. Fundamental to  
10 this framework is cost-shifting protection for smaller customers who do not have the ability  
11 to choose their retail electric provider through direct access. The proposed transaction  
12 represents an attempt by Clatskanie to circumvent these two carefully crafted statutory  
13 schemes to the detriment of other customers.

14 In summary, the Camas Mill is exclusively allocated to PacifiCorp. If Clatskanie  
15 wants to serve the Camas Mill, it may do this only through PacifiCorp’s direct access  
16 tariffs—just like every other Oregon customer—and Clatskanie must be an ESS.

## 17 II. ARGUMENT

### 18 A. Oregon’s Territorial Allocation Statutes Allow Retail Competition only within 19 the Direct Access Framework.

#### 20 1. Oregon’s Territorial Allocation Statutes Are Designed to Eliminate 21 Competition among Oregon Utilities.

22 Oregon adopted exclusive service territories in 1961 with Senate Bill 487 (SB 487),  
23 codified as ORS 758.400 to 758.475.<sup>1</sup> SB 487 governs the allocation of both physical areas

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<sup>1</sup> *In re Pacific Power & Light Co. and Portland General Elec. Co.*, Docket Nos. UA 37 & UA 41, Order No. 92-557 at 2 (Apr. 16, 1992).

1 and customers and supplanted the previous model under which utilities were able to compete  
2 for customers.<sup>2</sup> The key provision of SB 487, codified as ORS 758.450(2), provides that no  
3 other utility “shall offer, construct or extend utility services in or into an allocated territory”  
4 of another utility.<sup>3</sup>

5 The legislature’s stated purpose in adopting exclusive service territories was to  
6 eliminate competition among utilities to prevent the duplication of facilities and promote the  
7 efficient and economic use and development of utility services.<sup>4</sup> The elimination of  
8 competition through exclusive service territories is intended to protect the interests of the  
9 public as a whole.<sup>5</sup> The Commission recently affirmed that the allocation of service  
10 territories precludes retail competition, except as provided by direct access. Allowing a  
11 customer to “choose its own utility service provider simply by constructing its own  
12 transmission line to an adjoining service territory,” the Commission observed, “would  
13 effectively render meaningless all allocated service territories.”<sup>6</sup>

14 Oregon’s approach is consistent with the generally understood purpose behind  
15 exclusive service territories. The Supreme Court of Colorado concluded that the “doctrine  
16 [of exclusive service territories] was not designed to protect the needs of the individual  
17 consumer.”<sup>7</sup> “Larger policies are at stake than one customer’s self-interest, and those

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<sup>2</sup> ORS 758.410(1); *In re Central Lincoln People’s Utility Dist.*, Docket No. UA 58, Order No. 98-344 (Aug. 21, 1998) (rejecting argument that “Oregon’s territorial allocation statutes apply to allocation of territory, not allocation of a customer”).

<sup>3</sup> ORS 758.450(2).

<sup>4</sup> ORS 758.405.

<sup>5</sup> See *In re Pacific Power & Light Co. and Portland General Elec. Co.*, Docket No. UF 2947, Order No. 72-870 at 3-4 (Dec. 15, 1972) (exclusive service territories tend to reduce future revenue requirements, improve aesthetics, have beneficial environmental effects, improved safety, and create more reliable service); see also 758.460(1) (transfer of rights must be in the public interest).

<sup>6</sup> *In re Columbia Basin Elec. Coop., Inc. v. PacifiCorp et al.*, Docket No. UM 1670, Order No. 15-110 at 7 (Apr. 10, 2015).

<sup>7</sup> *Public Serv. Co. of Colo. v. Public Utils. Comm’n of Colo.*, 765 P.2d 1015, 1024 (Colo. 1988).

1 policies must be enforced and safeguarded by the” Commission.<sup>8</sup> According to the Supreme  
2 Court of Florida, “an individual has no organic, economic or political right to service by a  
3 particular utility merely because he deems it advantageous to himself.”<sup>9</sup> As stated by the  
4 Supreme Court of Mississippi, a “customer does not have a right to choose what utility to  
5 purchase service from.”<sup>10</sup>

6 **2. Senate Bill 1149 Created the Exclusive Statutory Framework under**  
7 **which a Customer can Choose its Electric Service Provider.**

8 The Oregon Legislature enacted Senate Bill 1149 (SB 1149) in 1999. SB 1149 was  
9 designed to partially deregulate retail electric energy supply in Oregon and allow the  
10 development of a competitive retail electricity market. SB 1149 authorizes larger customers  
11 the option of continuing to receive electric supply service from the utility to which the  
12 customer is exclusively allocated or purchasing market-based supply from an ESS.

13 Although SB 1149 brought retail competition for electric supply services, the  
14 legislature did not change the territorial allocation statutes. To maintain the integrity of  
15 exclusive territorial allocations, under direct access, the utility continues to provide all  
16 distribution-related services and only ESSs may provide competitive electric supply  
17 service.<sup>11</sup> ESSs must satisfy certain statutory standards, including certification by the  
18 Commission under ORS 757.649, before providing direct access.

19 The legislature also included essential provisions in SB 1149 to ensure that non-  
20 participating customers are not harmed by direct access.<sup>12</sup> The Commission’s rules require

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<sup>8</sup> *Id.* at 1024.

<sup>9</sup> *Storey v. Mayo*, 217 So.2d 304, 307-08 (Fla. 1968), *cert. denied*, 395 U.S. 909 (1969).

<sup>10</sup> *Capital Elec. Power Ass’n v. Miss. Power & Light Co.*, 218 So.2d 707, 714 (Miss. 1968).

<sup>11</sup> See ORS 757.649.

<sup>12</sup> ORS 757.607(1); see also *In the Matter of Pacific Power & Light Company d/b/a PacifiCorp Request for a Generate Rate Increase in the Company’s Oregon Annual Revenues*, Docket No. UE 170, Order No. 05-1050 at 21 (Sept. 28, 2005) (“purpose of the TAM is not to promote direct access . . . [r]ather, the TAM is to capture

1 direct access customers to pay 100 percent of transition costs and receive 100 percent of  
2 transition benefits arising from their participation in the competitive market.<sup>13</sup> In this way,  
3 remaining customers will be indifferent to direct access.

4 **B. The Proposed Transaction Violates PacifiCorp’s Exclusive Service Territory.**

5 **1. The Camas Mill is Exclusively a PacifiCorp Customer.**

6 **a. The Camas Mill is an Oregon Customer Receiving Utility Service**  
7 **at the Troutdale Substation.**

8 Since 1911, the Camas Mill has been an Oregon utility customer,<sup>14</sup> and the Camas  
9 Mill has been a PacifiCorp customer since 1947.<sup>15</sup> The Camas Mill has acknowledged its  
10 status as an Oregon retail utility customer. In fact, in the current contract between PacifiCorp  
11 and the Camas Mill, the Camas Mill agreed that it would “remain a one-hundred percent  
12 (100%) Oregon customer and will not take any action which may have the effect of  
13 preventing Pacific Power from treating the service provided to the Camas Mill as an Oregon  
14 customer.”<sup>16</sup> The Camas Mill has also received extensive benefits as result of its status as an  
15 Oregon customer, including funding from the Energy Trust of Oregon for 104 energy  
16 efficiency projects since 2004.<sup>17</sup>

17 The Camas Mill is located in Washington but interconnects to PacifiCorp’s  
18 distribution system at the Troutdale substation in Oregon.<sup>18</sup> For retail electric service

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costs associated with direct access, and prevent unwarranted cost shifting”); *In the Matter of Public Utility Commission of Oregon Investigation of Issues Relating to Direct Access*, Docket No. UM 1587, Order No. 12-500 at 9 (Dec. 30, 2012) (PacifiCorp’s five-year opt-out program should not result in cost shifting).

<sup>13</sup> OAR 860-038-0160(1).

<sup>14</sup> *American Can Co. v. Davis*, 28 Or. App. 207, 220 (1977) (“since 1911 Crown has purchased and paid for electricity from Pacific and its predecessors under a series of contracts, setting various rates and conditions.”).

<sup>15</sup> Georgia-Pacific Consumer Products (Camas) LLC and Clatskanie People’s Utility District Revised Petition for Declaratory Ruling at 3 (June 2, 2015) (Revised Petition).

<sup>16</sup> Revised Petition at 5.

<sup>17</sup> Revised Petition at 5.

<sup>18</sup> Revised Petition at 3-4.

1 purposes, the geographic location of the Camas Mill’s load has always been the Troutdale  
2 substation, enabling PacifiCorp to serve the Camas Mill under its Oregon tariffs.

3 PacifiCorp has an obligation to serve all customers within its exclusive service  
4 territory.<sup>19</sup> Upon expiration of the Camas Mill’s current special contract with PacifiCorp, the  
5 Camas Mill will revert to the Company’s standard large general service rate schedule, unless  
6 PacifiCorp and the Camas Mill execute a new special contract and the Commission approves  
7 it.<sup>20</sup>

8 **b. Commission Orders Demonstrate that the Commission Exclusively**  
9 **Allocated the Camas Mill and the Troutdale Substation to**  
10 **PacifiCorp.**

11 The allocation of the service territory in and around Portland, including the Camas  
12 Mill, has a long history. As relevant here, this history begins in 1969 when PacifiCorp and  
13 Portland General Electric (PGE) entered into an agreement to exchange facilities and  
14 customers in the Portland area. Consistent with the policy of the territorial allocation  
15 statutes, the agreement was intended “to eliminate . . . duplication of facilities and . . .  
16 prevent future duplicating of facilities in the area [to] permit Pacific and Portland General to  
17 render more efficient and economical electric utility service to their respective customers.”<sup>21</sup>  
18 The Commission approved the agreement in Order No. 70-219. The Commission’s order

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<sup>19</sup> Order No. 15-110 at 4 (the territorial allocation statutes “set out a process by which a utility may allocate territory, thus providing that utility with the exclusive right, and obligation, to serve customers in that territory.”); *see also* ORS 757.020 (“Every public utility is required to furnish adequate and safe service . . .”); *Reynolds v. Juniper Utility Co.*, Docket No. UC 540, Order No. 01-454 (June 1, 2001) (“A public utility provides services ‘to the public.’ Complainant, who is a member of the public, should be able to receive services from a public utility once such services are requested. JUC does not have the general ability to refuse complainant’s request. Rather, JUC is obligated to provide services that are safe and adequate, using safe and adequate equipment and facilities.”) (internal citations omitted).

<sup>20</sup> OAR 860-022-0035(1) (special contracts “are in legal effect tariffs and subject to supervision, regulation, and control as such.”).

<sup>21</sup> *In re Pacific Power & Light Co. and Portland Gen. Elec. Co.*, Docket Nos. UF 2797 & UF 2800, Order No. 70-219 at 3 (Mar. 12, 1970); ORS 758.405.

1 does not describe in detail the exchanged facilities or the exclusive territories established. In  
2 a general rate case order issued seven months later, however, the Commission indicated that  
3 Order No. 70-219 established as PacifiCorp’s “exclusively-served area[]” the “area between  
4 the north Portland city limits and the Columbia River, extending eastward to Sundial road.”<sup>22</sup>  
5 This includes the Troutdale substation and the area surrounding it. Both before and after the  
6 agreement, PacifiCorp exclusively served the Camas Mill at the Troutdale substation.

7 In 1972, PacifiCorp and PGE entered into another agreement to exchange facilities  
8 and customers. The 1972 agreement transferred the area around the Troutdale substation to  
9 PGE, but the agreement made clear that PacifiCorp retained ownership of the substation.  
10 Exhibit F to the agreement is a map showing the ownership of the Portland area 69 kV  
11 facilities after the exchange.<sup>23</sup> The Troutdale substation is identified on the map as a  
12 PacifiCorp-owned facility. In addition, Exhibit D to the agreement lists all of the distribution  
13 substations that were exchanged; the Troutdale substation is not listed as a facility that was  
14 exchanged, nor does the agreement include any change to the allocation of the Camas Mill.<sup>24</sup>  
15 The Commission approved the 1972 agreement in Order No. 72-870, finding that the  
16 agreement would result in the “more efficient and economic use of the respective companies’  
17 utility facilities” and satisfied the requirements for approval in ORS 758.415.<sup>25</sup>

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<sup>22</sup> *In re Pacific Power & Light Co.*, Docket No. UF 2782, Order No. 70-664, 86 P.U.R.3d 417, 1970 WL 224134 at \*13 (Oct. 5, 1970).

<sup>23</sup> Exhibit A (Agreement, Exh. F at 4 (July 18, 1972)).

<sup>24</sup> Exhibit A (Agreement, Exh. D (July 18, 1972)).

<sup>25</sup> Order No. 72-870 at 3; ORS 758.415 (“the commission shall approve such a contract only if the commission finds, after a hearing as provided in ORS 758.420 to 758.475, that the contract will eliminate or avoid unnecessary duplicating facilities, and will promote the efficient and economic use and development and the safety of operation of the utility systems of the parties to the contract, while providing adequate and reasonable service to all territories and customers affected thereby.”)

1           In 1991, PacifiCorp and PGE entered into another agreement intended to allocate  
2 “utility service territory and customers” in and around Portland.<sup>26</sup> The 1991 agreement did  
3 not change the allocation of customers and territories reflected in the 1972 agreement  
4 approved in Order No. 72-870.<sup>27</sup> The 1991 filing was made to resolve the uncertainty  
5 created by a federal court’s finding that Order No. 72-870 did not create exclusive service  
6 territories for purposes of federal anti-trust law.<sup>28</sup>

7           In seeking approval of the 1991 agreement, PacifiCorp and PGE stated that “since the  
8 1972 Agreement and Order, Pacific has not provided service within the geographic areas in  
9 Portland where distribution facilities were conveyed to PGE and PGE has not provided  
10 service within the geographic areas in Portland where distribution facilities were conveyed to  
11 Pacific.”<sup>29</sup> In other words, PacifiCorp continued to provide service in areas where it either  
12 retained ownership of distribution facilities or received distribution facilities as a result of the  
13 1972 agreement.

14           The Commission approved the 1991 agreement in Order No. 92-557. As part of the  
15 approval, the Commission also addressed the characterization of Order No. 72-870.<sup>30</sup> The  
16 Commission observed that in subsequent cases, both the Commission and the parties treated  
17 the 1972 order as a territorial allocation order and that as a practical matter, the 1972 order  
18 created exclusive service territories through the exchange of equipment, facilities, and

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<sup>26</sup> Order No. 92-557 at 17.

<sup>27</sup> Order No. 92-557 at 18.

<sup>28</sup> Order No. 92-557 at 18.

<sup>29</sup> Exhibit B (*In re Application of Pacific Power & Light Co. and Portland Gen. Elec. Co. for an Order Approving Contract Allocating Utility Service Territory*, Docket No. UA 41, Application at 2 (Sept. 30, 1991)).

<sup>30</sup> Order No. 92-557 at 10-15.



1 customers.<sup>31</sup> Thus, the Commission amended Order No. 72-870 *nunc pro tunc* to reflect that  
2 the Commission had intended to create exclusive service territories in 1972.<sup>32</sup>

3         Based on the foregoing history, it is clear that for purposes of Oregon’s territorial  
4 allocation statutes, the Commission allocated the Troutdale substation and surrounding areas  
5 to PacifiCorp in 1970. When PacifiCorp and PGE created exclusive service territories in  
6 1972 and affirmed the respective service territories in 1991, PacifiCorp retained the  
7 Troutdale substation and the Camas Mill. The companies defined exclusive service  
8 territories by the exchange of facilities and customers, and PacifiCorp did not exchange the  
9 Troutdale substation or the Camas Mill with PGE under either agreement. Both before and  
10 after the 1972 and 1991 agreements, the Camas Mill was served exclusively by PacifiCorp.  
11 Therefore, the territorial allocation agreements between PacifiCorp and PGE and approved  
12 by the Commission allocated the Troutdale substation and Camas Mill to PacifiCorp.

13         Commission precedent supports the conclusion that the Camas Mill remained an  
14 exclusive customer of PacifiCorp. In Order No. 99-748, the Commission addressed a dispute  
15 between PGE and Columbia River People’s Utility District (CRPUD) regarding service to a  
16 mill that was served by PGE but located within CRPUD’s exclusive service territory.<sup>33</sup> In a  
17 previous order, Order No. 86-1012, the Commission had approved an agreement between  
18 PGE and CRPUD allocating service territories.<sup>34</sup> Under the agreement, PGE transferred all  
19 service territory within CRPUD’s boundaries, but retained the facilities to serve the mill,  
20 even though the mill was within CRPUD’s service area.<sup>35</sup> In the 1999 dispute, CRPUD

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<sup>31</sup> Order No. 92-557 at 14-15.

<sup>32</sup> Order No. 92-557 at 15.

<sup>33</sup> *In re Portland Gen. Elec. Co.*, Docket No. DR 22, Order No. 99-748, 1999 WL 1489649 (Dec. 12, 1999).

<sup>34</sup> *In re Portland Gen. Elec. Co.*, Docket Nos. UP 19 & UA 11, Order No. 86-1012 at 5 (Oct. 1, 1986).

<sup>35</sup> Order No. 99-748 at \*2.

1 argued that the Commission’s language in Order No. 86-1012 granting CRPUD “service  
2 territory which lies within [CRPUD]” gave it the exclusive right to serve the mill. The  
3 Commission rejected this argument because its previous order approved the transfer of  
4 facilities and the “exchange of service territories follows as a matter of law to serve the  
5 territory served by the transferred facilities.”<sup>36</sup> Because the facilities to serve the mill were  
6 not transferred, PGE retained the mill as its exclusive customer even though CRPUD was  
7 granted exclusive service territory to the area around the mill. Similar to the CRPUD case,  
8 here PacifiCorp exchanged the area surrounding the Troutdale substation with PGE, but  
9 retained the exclusive allocation of the Troutdale substation and the Camas Mill served by  
10 the facility.

11 **c. Petitioners’ State-Action Immunity Arguments Miss the Mark.**

12 Petitioners argue that the Commission has never created an exclusive service territory  
13 related to the Camas Mill that would confer state-action immunity for purposes of a potential  
14 antitrust claim.<sup>37</sup> This argument is unpersuasive and irrelevant to the state law issues in this  
15 case.

16 First, there is no dispute that Order No. 92-557 created exclusive service territories  
17 with sufficient clarity to provide state-action immunity.<sup>38</sup> Petitioners argue, however, that  
18 the Troutdale substation and the Camas Mill were not specifically allocated to PacifiCorp in  
19 Order No. 92-557 because the area encompassing the Troutdale substation was allocated to  
20 PGE.<sup>39</sup> But the fact that the Camas Mill was not specifically described in the order does not

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<sup>36</sup> Order No. 99-748 at \*3.

<sup>37</sup> Revised Petition at 23-24.

<sup>38</sup> See Revised Petition at 23 (“ . . . Order No. 92-557 assigns the area encompassing the Troutdale Substation as an exclusive service territory allocated to PGE, not PacifiCorp.”).

<sup>39</sup> Revised Petition at 23.

1 mean that it was not allocated.<sup>40</sup> In both the 1972 and 1991 agreements, PacifiCorp and PGE  
2 are clear that customers and facilities that were not exchanged remained exclusively allocated  
3 to the utility then providing service.

4 The actions of PacifiCorp, PGE, and the Commission following the allocation orders  
5 confirm that the Camas Mill remained a PacifiCorp customer. When determining whether a  
6 Florida Public Service Commission (PSC) order allocated a particular county between two  
7 utilities for purposes of state-action immunity, the Eleventh Circuit ruled that the analysis  
8 must look at both the intent of the parties and the PSC in the original proceedings and the  
9 parties' actions since the original proceedings.<sup>41</sup> In that case, the territorial allocation order  
10 did not include a map specifically addressing Brevard County. But the court found that  
11 Brevard County was allocated by the order because the county appeared in other maps  
12 submitted by the parties and specific allocation of the county was a logical interpretation of  
13 the order. Moreover, the court found that “[e]ven if it was not clearly intended in the original  
14 agreements to include Brevard County, . . . the way the parties and particularly the  
15 Commission have conducted themselves since that time indicates that Brevard County has  
16 been allocated to [Florida Power & Light’s (FPL’s)] service area.”<sup>42</sup> Of particular  
17 importance was the fact that FPL had been serving Brevard County at the time the territory  
18 was allocated and all parties had always treated the county as part of FPL’s service area.

19 In this case, the Camas Mill has been a PacifiCorp customer since 1947 and that  
20 status was unaffected by either the 1972 or 1992 orders. Subsequent Commission orders

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<sup>40</sup> See Order No. 99-748 (silence of previous order regarding allocation of particular customer does not mean that the customer was not allocated).

<sup>41</sup> *Praxair v. Florida Power & Light Co.*, 64 F.3d 609, 612-613 (11th Cir. 1995).

<sup>42</sup> *Praxair*, 64 F.3d at 613.

1 have consistently treated the Camas Mill as a part of PacifiCorp’s exclusive Oregon service  
2 territory,<sup>43</sup> as have agreements between PacifiCorp and the Camas Mill.<sup>44</sup> Indeed, the  
3 Commission approved a 20-year contract for utility service between PacifiCorp and the  
4 Camas Mill shortly after approving the territorial allocation agreement between PGE and  
5 PacifiCorp in Order No. 92-557. In approving the 20-year contract, Staff’s analysis  
6 compared the contract pricing to the Camas Mill’s available alternatives, which were  
7 identified as service from the Clark County PUD in Washington.<sup>45</sup> Nowhere did Staff  
8 indicate that the Mill had the option of obtaining service from PGE or another Oregon utility.  
9 If the Camas Mill was allocated to PGE by the 1992 order, as Petitioners implicitly contend,  
10 then the Commission could not have approved the contract with PacifiCorp.

11 Second, as Petitioner’s acknowledge, the issue in this case is not whether PacifiCorp  
12 has state-action immunity available as a defense to a hypothetical antitrust claim.<sup>46</sup> The issue  
13 here is whether PacifiCorp has an exclusive service territory under state law.<sup>47</sup> On the state  
14 law question, it is clear that the Commission exclusively allocated the Camas Mill to  
15 PacifiCorp.

16 **2. The Proposed Transaction will Violate PacifiCorp’s Exclusive Service**  
17 **Territory.**

18 Utilities cannot “offer, construct or extend utility services in or into an allocated  
19 territory.”<sup>48</sup> “Utility service” is defined broadly as “service provided by any equipment,

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<sup>43</sup> See, e.g., *In re PacifiCorp*, Docket No. UE 105, Order No. 98-157, 185 P.U.R.4th 586 (Apr. 15, 1998); *In re Pacific Power & Light Co.*, Docket No. UF 3074, Order No. 74-658 at 25 (Sept. 3, 1974).

<sup>44</sup> Revised Petition at 5.

<sup>45</sup> Revised Petition, Exh. B. at 4.

<sup>46</sup> Revised Petition, n. 61.

<sup>47</sup> See *Columbia River People’s Util. Dist. v. Portland Gen. Elec. Co.*, 40 F.Supp.2d 1152 (D. Ore. 1999) (the extent of territory allocated by agreement is subject to Commission jurisdiction).

<sup>48</sup> ORS 758.450(2); *In re Northwest Nat. Gas Co.*, Docket No. DR 23, Order No. 01-719 at 2 (Aug. 9, 2001) (“For a violation of ORS 758.450 to occur, four elements must be established by the Assumed Facts: The entity

1 plant or facility for the distribution of electricity to users . . . through a connected and  
2 interrelated distribution system.”<sup>49</sup> When interpreting the territorial allocation statutes, the  
3 Commission must “recognize the ordinary meaning of the words that the legislature used.”<sup>50</sup>  
4 To “offer” means to “present for acceptance or rejection”<sup>51</sup> and to “extend” means “to cause  
5 to reach (as in distance or scope).”<sup>52</sup> Thus, there are two violations of PacifiCorp’s service  
6 territory implicated in this case. First, through the proposed transaction, Clatskanie has  
7 violated PacifiCorp’s exclusive service territory by offering to provide utility service to a  
8 PacifiCorp retail customer. Second, Clatskanie will violate PacifiCorp’s exclusive service  
9 territory under the proposed transaction by extending its distribution system to reach a  
10 PacifiCorp retail customer.

11           Regarding the first violation, Clatskanie has “presented for acceptance or rejection”  
12 the provision of electrical service to the Camas Mill.<sup>53</sup> Clatskanie’s offer was memorialized  
13 in the MOU between Petitioners, as set forth in the Assumed Facts, and it constitutes an  
14 unlawful offer to provide utility service to an exclusive PacifiCorp customer under  
15 ORS 758.450(2).

16           Regarding the second violation, under the proposed transaction Clatskanie plans to  
17 extend its distribution system to reach the Camas Mill through the acquisition of

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or entities must be “persons” as defined in Subsection (2) of ORS 758.400; the arrangement involved must constitute “utility service” as defined in Subsection (3) of ORS 758.400; the “utility service” must be in an allocated territory; and none of the exemptions set out in Subsection (4) of ORS 758.450 must apply.”).

<sup>49</sup> ORS 758.400(3); *see also* ORS 756.010(8) (“service” is defined in its “broadest and most inclusive sense and includes equipment and facilities related to providing the service or the product served.”).

<sup>50</sup> *Northwest Nat. Gas Co. v. Publ. Util. Comm’n of Or.*, 195 Or. App. 547, 556 (2004).

<sup>51</sup> <http://www.merriam-webster.com/dictionary/offer>

<sup>52</sup> <http://www.merriam-webster.com/dictionary/extend>

<sup>53</sup> Revised Petition at 5-6.

1 “distribution” lines<sup>54</sup> connecting the Camas Mill to the Troutdale substation.<sup>55</sup> PacifiCorp  
2 provides utility service to the Camas Mill at the Troutdale substation.<sup>56</sup> Clatskanie intends to  
3 provide utility service to the Camas Mill by extending its distribution system to the Troutdale  
4 substation to serve the same customer PacifiCorp has exclusively served from the same  
5 location. Therefore, under the proposed transaction, Clatskanie will extend utility service  
6 into PacifiCorp’s exclusive service territory (*i.e.*, the Troutdale substation) to serve an  
7 exclusive PacifiCorp customer.

8 Clatskanie argues that it will not provide utility service at the Troutdale substation.  
9 Rather, Clatskanie claims that it will provide utility service that passes through the substation  
10 and terminates at a point of delivery located at the Camas Mill in Washington.<sup>57</sup> Clatskanie  
11 relies on the exception to “utility service,” which provides that it “does not include services  
12 provided through or by the use of any equipment, plant or facilities for the production or  
13 transmission of electricity . . . which pass through or over but are not used to provide service  
14 in or do not terminate in an area allocated to another” utility.<sup>58</sup> By manipulating the point of  
15 delivery, Clatskanie reasons that utility service will no longer be provided in PacifiCorp’s  
16 Oregon service territory—even though there will be no change in the location of the Camas  
17 Mill or the location of any of the facilities that serve the Camas Mill. Clatskanie fails to  
18 acknowledge that the customer—Camas Mill—has been exclusively allocated to PacifiCorp.  
19 The territorial allocation statutes specifically provide that both “territories and customers”

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<sup>54</sup> Clatskanie refers to the 69 kV lines that connect the Camas Mill to the Troutdale substation as distribution lines. *See* Revised Petition at 14. The 69 kV lines, however, are transmission lines and the proposed transaction would not change their characterization.

<sup>55</sup> Revised Petition at 5-6.

<sup>56</sup> Revised Petition at 3.

<sup>57</sup> Revised Petition at 19.

<sup>58</sup> ORS 758.400(3).

1 can be exclusively allocated and there is no dispute that Clatskanie is proposing to provide  
2 utility service to the Camas Mill.<sup>59</sup> So even if the proposed transaction moves the technical  
3 point of delivery to Washington, Clatskanie’s proposal to serve the Camas Mill still runs  
4 afoul of the territorial allocation statutes.

5 **3. Clatskanie’s Manipulation of the Point of Delivery is Contrary to the**  
6 **Purpose of Exclusively Territories.**

7 Clatskanie’s attempt to bypass PacifiCorp’s service territory is exactly the type of  
8 manipulation that undermines the policy behind Oregon’s allocation of exclusive service  
9 territories. In the recent *Columbia Basin* case, the Commission rejected using the point of  
10 delivery to determine where service was provided because doing so could allow customers  
11 and utilities to evade allocated service territories. The Commission observed that using  
12 transmission lines to choose utility providers “would effectively render meaningless all  
13 allocated service territories, as a customer would choose its own utility service provider  
14 simply by constructing its own transmission line to an adjoining service territory.”<sup>60</sup>

15 The Commission’s conclusion in *Columbia Basin* accords with case law where  
16 similar attempts to avoid territorial allocation agreements have been found illegal.<sup>61</sup> The

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<sup>59</sup> See, e.g., ORS 758.410(1).

<sup>60</sup> Order No. 15-110 at 7.

<sup>61</sup> See, e.g., *O'Brien Cnty. Rural Elec. Co-op. v. Iowa State Commerce Comm'n*, 352 N.W.2d 264, 267 (Iowa 1984) (“Competition in any field may be said to be healthy. Extending customer lines to an artificial point of delivery, however, has other implications. As noted by the commission, the goal of planned electrical distribution is to obtain the most economical system for customers of all utilities.”); *Holston River Elec. Co. v. Hydro Elec. Corp.*, 66 S.W.2d 217, 222 (Tenn. 1933) (rejecting as “subterfuge” attempts by customer and utility to violate exclusive service area via customer-owned transmission line); *Sw. Elec. Power Co. v. Carroll Elec. Co-op. Corp.*, 554 S.W.2d 308, 310 (Ark. 1977) (“The construction of an electric power line from one certificated territory to another is not such a “necessary, convenient or useful” act as to frustrate the intent of the General Assembly. . .”); *Cent. Illinois Pub. Serv. Co. v. Illinois Commerce Comm'n*, 560 N.E.2d 363, 368 (Ill. App. 1990) (“The decision by the Commission was in accordance with the public policy of Illinois as expressed by the Illinois General Assembly. The circuit court's decision was contrary to that policy. The effect of the circuit court's decision would be to allow well-financed consumers to construct their own electrical-distribution systems and to alter their sources of service based on competitive bids. Those who would not be able to engage in such practices would ultimately be at the mercy of those who were able to do so. In addition, duplicate

1 Supreme Court of Florida found that a customer and FPL violated the state’s territorial  
2 allocation laws when FPL worked with the customer to construct a transmission line from the  
3 customer’s facility, which was located in an electric co-op’s service territory, to FPL’s  
4 service territory.<sup>62</sup> The customer had historically received service from the co-op but, with  
5 the assistance of the utility, proposed constructing a two-mile transmission line from its  
6 facility to FPL’s service territory. The court observed that allowing a customer to choose its  
7 provider “dangerously collides with the entire purpose of territorial agreements.”<sup>63</sup> The court  
8 concluded that it did not matter whether FPL or the customer constructed the transmission  
9 line—in either case the line was a “transparent device . . . to avoid the effect of the territorial  
10 agreement.”<sup>64</sup>

11 The proposed transaction is similar to the scenario described in *Columbia Basin* and  
12 would likewise “render meaningless all allocated service territories” by allowing the Camas  
13 Mill to manipulate its point of delivery to choose its utility provider. Clatskanie proposes to  
14 use its own distribution lines to interconnect with PacifiCorp’s system at a point where  
15 PacifiCorp was the exclusive provider of service, wheel the electricity to a point outside  
16 PacifiCorp’s exclusive service territory, and then deliver that electricity to a PacifiCorp  
17 customer. The proposed transaction could establish a dangerous precedent in Oregon,  
18 eroding a statutory framework that has worked well for over fifty years.

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facilities, idle capacity, wasted economic resources, and higher electric rates would prevail, especially in rural areas.”).

<sup>62</sup> *Lee County Elec. Co-op v. Marks*, 501 So.2d 585 (Fla. 1987).

<sup>63</sup> *Marks*, 501 So.3d at 587.

<sup>64</sup> *Id.*



1           **4.       The Proposed Transaction is Contrary to the Public Interest and Harms**  
2           **PacifiCorp’s Customers.**

3           The Camas Mill’s departure from PacifiCorp’s service territory will result in cost-  
4 shifting to remaining customers. The Commission has recognized that when a “large  
5 customer ceases to receive service from a utility company, or significantly reduces service,  
6 that customer’s contribution toward fixed costs is lost” and that remaining “customers could  
7 be called on to increase their contribution to fixed costs.”<sup>65</sup> When allowing the Camas Mill  
8 to move to a new pulp and paper tariff in 1988, the Commission specifically found that the  
9 loss of the Camas Mill (along with three other mills moving to the tariff), “would have a  
10 significant impact on Pacific’s ability to generate revenues to cover fixed costs.”<sup>66</sup> The  
11 Commission found that “[w]ithout sales to its large pulp and paper customers, Pacific would  
12 have to acquire new customers or increase rates for its remaining customers.”<sup>67</sup> When  
13 approving the 20-year contract between PacifiCorp and the Camas Mill in 1993, Staff noted  
14 the value of the Camas Mill’s contribution to fixed costs and concluded that service to the  
15 Camas Mill under the contract would provide more benefits to other customers than service  
16 to either a new or returning customer.<sup>68</sup>

17           Both the legislature and the Commission have also recognized that cost shifting could  
18 occur when any large industrial loads leave PacifiCorp’s system.<sup>69</sup> Thus, direct access  
19 customers are required to pay transition costs if necessary to prevent harm to remaining  
20 customers.<sup>70</sup> The Commission has repeatedly affirmed that transition charges are appropriate

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<sup>65</sup> *Wah Chang v. PacifiCorp*, Docket No. UM 1002, Order No. 01-873 (Oct. 15, 2001).

<sup>66</sup> *In re Pacific Power & Light Co.*, Docket No. UE 72, Order No. 88-898 at 7 (Aug. 9, 1988).

<sup>67</sup> Order No. 88-898 at 7.

<sup>68</sup> Revised Petition, Exh. B at 4.

<sup>69</sup> ORS 757.607(1); OAR 860-038-0160(1).

<sup>70</sup> OAR 860-038-0160(1).

1 to prevent cost shifting when large loads choose direct access.<sup>71</sup> The Commission recently  
2 approved PacifiCorp’s five-year opt-out tariff, which requires departing customers to pay a  
3 consumer opt-out charge to prevent shifting fixed generation costs to remaining customers.<sup>72</sup>  
4 The fact that departing customers are expected to pay a transition charge, rather than receive  
5 a transition credit, indicates that departing load harms remaining customers absent the  
6 transition charge.

7 In the context of territorial allocation, both the courts and other commissions have  
8 also recognized that allowing customer choice through the manipulation of delivery points,  
9 as Clatskanie proposes here, harms remaining customers. The Supreme Court of Colorado  
10 observed that allowing “large customers to bolt from one utility’s system by extending their  
11 own line to another utility’s service territory” would harm remaining customers, who would  
12 be “left with the responsibility for the fixed costs previously spread to the larger customer  
13 base.”<sup>73</sup> Likewise, the Illinois courts have recognized that allowing “well-financed  
14 consumers to construct their own electrical-distribution systems and to alter their sources of  
15 service” means that “[t]hose who would not be able to engage in such practices would  
16 ultimately be at the mercy of those who were able to do so.”<sup>74</sup> This would result in  
17 “duplicate facilities, idle capacity, wasted economic resources, and higher electric rates.”<sup>75</sup>  
18 The Virginia commission has found that the manipulation of the point of delivery to evade  
19 allocated service territories “allows the essence of exclusive service territories to be

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<sup>71</sup> Order No. 05-1050 at 21.

<sup>72</sup> *In re PacifiCorp Transition Adjustment, Five-Year Cost of Service Opt-Out*, Docket No. UE 267, Order No. 15-060 (Feb. 24, 2015).

<sup>73</sup> *Public Serv. Co. of Colo.*, 765 P.2d at 1019.

<sup>74</sup> *Cent. Illinois Pub. Serv. Co.*, 560 N.E.2d at 368.

<sup>75</sup> *Id.*

1 destroyed by customers that can manipulate delivery points to avoid the supplier in their  
2 area.”<sup>76</sup> Such manipulation means that the “utility is left with an obligation to serve its entire  
3 territory, but with no assurance that it will be allowed to do so,” which makes resource  
4 planning more difficult and can result in higher rates to remaining customers.<sup>77</sup> The Virginia  
5 commission has also recognized that when the customer evading the allocated service  
6 territory is an existing customer, the lost load can result in stranded investment.<sup>78</sup>

7 Here, the departure of the Camas Mill as a PacifiCorp customer will result in the  
8 Company’s remaining customers bearing a larger portion of fixed costs previously paid by  
9 the Camas Mill. The Commission recognized this fact in past orders relating specifically to  
10 the Camas Mill and relating generally to large industrial customers. Under the proposed  
11 transaction, the Camas Mill will not pay any transition charges that would offset the cost shift  
12 to remaining customers. Such cost-shifting harms customers and is contrary to the public  
13 interest.

14 **C. The Proposed Transaction Violates Direct Access.**

15 **1. PUDs Selling Electricity to another Utility’s Customer Must Comply with**  
16 **Certain Direct Access Requirements.**

17 In addition to, and independent of, Clatskanie’s violation of the territorial allocation  
18 statutes, Clatskanie’s proposed service to the Camas Mill violates the direct access statutes.  
19 Consumer-owned electric utilities, which include people’s utility districts,<sup>79</sup> are not generally  
20 required to provide direct access and are not subject to many of the statutory requirements

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<sup>76</sup> *In re Prince George Elec. Co-Op*, 1998 WL 420155 at \*\*6-7 (Va.S.C.C. June 25, 1998).  
<sup>77</sup> *Prince George Elec. Co-Op*, 1998 WL 420155 at \*\* 6-7.  
<sup>78</sup> *Re Kentucky Utilities Co. dba Old Dominion Power Co.*, 1999 WL 288835 (Va.S.C.C. Mar. 31, 1999).  
<sup>79</sup> ORS 757.600(4).

1 created by SB 1149.<sup>80</sup> If, however, a consumer-owned utility “sells electricity . . . to a  
2 nonresidential electricity consumer of another electric utility in this state,” then ORS  
3 757.672(2) applies and the consumer-owned utility becomes subject to certain direct access  
4 provisions. For example, the consumer-owned utility must allow ESSs to serve their  
5 customers, subject to certain qualifications, and the consumer-owned utility becomes subject  
6 to ORS 757.649(1) to (4) and the Commission’s rules adopted thereunder.<sup>81</sup> In other words,  
7 if a PUD chooses to provide electric service in the competitive market, the PUD must certify  
8 itself as an ESS and must provide the service in the competitive market consistent with the  
9 direct access statutes and rules.

10 For purposes of ORS 757.672(2), a “nonresidential electricity consumer” is defined  
11 as “retail electricity consumer who is not a residential consumer.” A “retail electricity  
12 consumer” is defined as an “end user of electricity for specific purposes such as heating,  
13 lighting or operating equipment, and includes all end users of electricity served through the  
14 distribution system of an electric utility on or after July 23, 1999, whether or not each end  
15 user purchases the electricity from the electric utility.” Thus, ORS 757.672(2) applies if a  
16 PUD sells electricity to a nonresidential end user that is served through another utility’s  
17 distribution system in this state.

18 **2. ORS 757.672(2) Applies and the Proposed Transaction Violates Direct**  
19 **Access Laws.**

20 For seventy years, PacifiCorp has served the Camas Mill as an Oregon distribution  
21 customer receiving utility service at the Troutdale substation. It is clear that service is  
22 provided at the Troutdale substation for purposes of direct access, which defines “load” for

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<sup>80</sup> See e.g. ORS 757.601.

<sup>81</sup> ORS 757.672(2).

1 purposes of direct access as “the amount of electricity delivered to or required by a retail  
2 electricity consumer at a *specific point of delivery*.”<sup>82</sup> By the plain meaning of its terms,  
3 ORS 757.672(2) applies to the proposed transaction. If Clatskanie wishes to sell electricity  
4 to the Camas Mill it must do so as an ESS and must provide the service consistent with the  
5 requirements of direct access.

6 The proposed transaction is covered by the statutory definition of direct access. The  
7 legislature defined “direct access” as the “ability of a retail electricity consumer to purchase  
8 electricity . . . directly from an entity other than the distribution utility.”<sup>83</sup> PacifiCorp is the  
9 exclusively allocated distribution utility for the Camas Mill. The Camas Mill is seeking to  
10 purchase electricity from another Oregon electric utility, through facilities located in Oregon  
11 and interconnected to PacifiCorp’s distribution system.

12 Moreover, rather than serving the Camas Mill at its embedded costs, under the  
13 proposed transaction Clatskanie will provide market power to the Camas Mill, which will  
14 buy the power at cost and pay a flat fee to Clatskanie.<sup>84</sup> This “market-plus” pricing  
15 arrangement is exactly the type of pricing that would be provided by an ESS.

16 Clatskanie claims that ORS 757.672(2) is inapplicable because the Camas Mill will  
17 receive its electricity through Clatskanie’s distribution system, once the Camas Mill sells its  
18 transmission lines to Clatskanie.<sup>85</sup> But this argument ignores the fact that PacifiCorp is the  
19 exclusively allocated distribution utility for the Camas Mill and Clatskanie’s facilities will  
20 interconnect with PacifiCorp’s distribution system in the same place and in the same manner

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<sup>82</sup> OAR 860-038-0005(31) (emphasis added).

<sup>83</sup> ORS 757.600(6).

<sup>84</sup> Revised Petition at 7.

<sup>85</sup> Revised Petition at 13.

1 as did the Camas Mill’s. Like Clatskanie’s attempts to undermine territorial allocation, the  
2 sale of the Camas Mill’s transmission lines is a subterfuge to bypass the requirements of  
3 Oregon’s direct access law. Clatskanie’s attempt to circumvent direct access by  
4 manipulating the point of delivery is contrary to the policy of SB 1149 and undermines direct  
5 access in Oregon.

6 **3. The Proposed Transaction Contravenes One of the Fundamental Policies**  
7 **Underlying Direct Access by Shifting Costs to Remaining Customers.**

8 When designing direct access, both the legislature and the Commission included  
9 important customer protections as part of the creation of a competitive market. SB 1149  
10 specifically prohibits “unwarranted shifting of costs to other [non-participating] retail  
11 electricity consumers of the electric company.”<sup>86</sup> Cost-shifting occurs when transition costs  
12 resulting from direct access are not recovered from departing customers and become the  
13 responsibility of all remaining customers. The Commission has never allowed direct access  
14 to shift costs to PacifiCorp’s non-participating customers.<sup>87</sup> To protect customers from direct  
15 access cost-shifting, the Commission’s rules are unequivocal—on behalf of non-participating  
16 customers, utilities are entitled to recover 100 percent of transition costs from direct access  
17 customers.<sup>88</sup>

18 The Commission recently affirmed the prohibition on cost-shifting when it approved  
19 PacifiCorp’s five-year opt-out program in docket UE 267, which was designed to allow

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<sup>86</sup> ORS 757.607(1)

<sup>87</sup> Order No. 05-1050 at 21.

<sup>88</sup> OAR 860-038-0160(1). When adopted, the Commission described the rule as part of the “nucleus of the restructuring scheme” and “conform[ed] to the letter and spirit of SB 1149 . . . and that [the rule] protect[ed] all customers classes.” *In the Matter of a Rulemaking Proceeding to Implement SB 1149 Relating to Electric Restructuring*, Docket AR 380, Order No. 00-596 at 2 (Sept. 28, 2000). The rule also satisfied one of the specific goals proposed by the coalition of parties and endorsed by the Commission—that transition costs and credits be “fair and reasonable.” *Id.* at 2-3.

1 customers to permanently elect to take service from an ESS.<sup>89</sup> In that case, the Commission  
2 concluded that a participating customer must pay a consumer opt-out charge, which is  
3 intended to recover the fixed generation costs, offset by the value of freed-up power, for the  
4 first 10 years after a direct access customer leaves the system. Without the consumer opt-out  
5 charge, the Company’s remaining customers would bear a larger percentage of the  
6 Company’s fixed costs, which were previously paid by the departing direct access customer.  
7 The Commission concluded that the consumer opt-out charge was “necessary pursuant to  
8 implementation of the state’s direct access laws by our rules” because it protected other  
9 customers from cost-shifting.<sup>90</sup>

10 The Commission’s refusal to allow cost-shifting in the context of direct access serves  
11 as an important deterrent to cost-shifting that could occur in other contexts, *e.g.*, cost-shifting  
12 resulting from growth in distributed generation<sup>91</sup> or from retail-turned-wholesale customers  
13 (*i.e.*, newly formed municipal utilities).<sup>92</sup>

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<sup>89</sup> Order No. 15-060.

<sup>90</sup> Order No. 15-060 at 6.

<sup>91</sup> See *e.g.* UTC Report on the Potential for Cost-Effective Distributed Generation in Areas Served by Investor Owned Utilities in Washington State, Docket UE-110667 at 5, 29 (October 7, 2011); *In the Matter of the Application of Rocky Mountain Power for Auth. to Increase Its Retail Elec. Util. Serv. Rates in Utah & for Approval of Its Proposed Elec. Serv. Schedules & Elec. Serv. Regulations*, 13-035-184, 2014 WL 4385636, at \*41-42 (Utah P.S.C. Aug. 29, 2014); *In the Matter of Arizona Pub. Serv. Company’s Application for Approval of Net Metering Cost Shift Solution*, 310 P.U.R.4th 121 (Ariz. C.C. Dec. 3, 2013); see also *In re Elec. Vehicle Charging*, Docket No. UM 1461, Order No. 12-013 (Jan. 19, 2012) (electric vehicle charging tariffs should not shift costs to non-participants); *In re Natural Gas Transp. Servs.*, Docket No. UG 23, Order No. 89-406, 101 P.U.R.4th 210 (Mar. 23, 1989) (customer gas transportation should “protect core customers from unwarranted cost shifts by making them indifferent to a discretionary customer’s selection of transportation service or its return to sales service.”); *In re Jackson Cnty. Fuel Comm., Petitions for Moratorium of Shutoffs & Disconnects.*, Docket No. UM 1650, Order No. 14-146 (Apr. 30, 2014) (recognizing cost shifting resulting from higher uncollectable amounts).

<sup>92</sup> In connection with shifting to open-access transmission, the FERC announced in Order 888, and refined in subsequent Orders 888-A and 888-B, a policy allowing utilities to petition the FERC to recover stranded costs where a departing municipal utility uses FERC-mandated transmission access to obtain a new power supply. Costs are recoverable over the period for which the utility had a reasonable expectation of continuing to serve the municipality. See Order No. 888, 61 FR 21,540-01, 21,542 (1996) (“Order 888”); Order No. 888-A, 62 FR 12,274-01, 12,279 (1997) (“Order 888-A”); Order No. 888-B, 62 FR 64,688, 64,709 (1997) (“Order 888-B”).

1 Clatskanie is attempting to circumvent direct access and the Camas Mill’s obligation  
2 to pay transition costs through the manipulation of the point of delivery. Under the proposed  
3 transaction, the Camas Mill would permanently opt-out but pay no consumer opt-out charge  
4 or any other transition cost. As the Commission has found, this will harm PacifiCorp’s  
5 remaining customers by shifting costs. This cost-shifting is directly contrary to the customer  
6 protections created by the legislature and the Commission when allowing for competitive  
7 electric service. Moreover, Clatskanie’s proposal has broader implications for Commission  
8 precedent by undermining the regulatory policy against cost-shifting.

9 **D. Petitioners’ Federal Energy Regulatory Commission (FERC) Arguments are**  
10 **Irrelevant to the Questions Presented.**

11 Petitioners argue that the proposed transaction is authorized under the Federal Power  
12 Act and that Clatskanie’s proposed service to the Camas Mill is subject to FERC’s  
13 jurisdiction requiring PacifiCorp to provide transmission services to Clatskanie.<sup>93</sup> This  
14 argument is irrelevant to the questions presented in the Revised Petition, which are focused  
15 exclusively on questions of state law.<sup>94</sup> Indeed, section 212(g) of the Federal Power Act  
16 explicitly states that FERC does not have jurisdiction over the establishment of exclusive  
17 service territories by states.<sup>95</sup> While Clatskanie’s purchase of the 69 kV transmission lines  
18 that are currently owned by the Camas Mill may trigger FERC jurisdiction over Clatskanie as

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For example, in *City of Las Cruces v. El Paso Electric Company*, 87 FERC 61,201, 61,750 (1999), the FERC awarded stranded costs for the 20-year horizon the utility used for resource planning.

<sup>93</sup> Revised Petition at 15-18.

<sup>94</sup> The Company does not dispute that the proposed wheeling arrangement is subject to FERC jurisdiction.

<sup>95</sup> 16 U.S.C. § 824k(g) (“No order may be issued under this chapter which is inconsistent with any State law which governs the retail marketing areas of electric utilities.”); FERC Order No. 888 at 432 (“ . . . our jurisdiction cannot affect whether and to whom a retail electric service territory (marketing area) is to be granted by the state, and whether such grant is exclusive or non-exclusive . . .”).



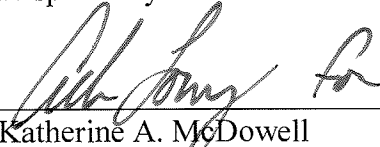
1 a provider of interstate transmission services, that issue is also beyond the scope of this  
2 proceeding.<sup>96</sup>

### 3 III. CONCLUSION

4 The Commission should answer “yes” to both questions presented in the Revised  
5 Petition. First, Clatskanie’s provision of utility service to the Camas Mill violates Oregon’s  
6 territorial allocation statutes. The Commission should reject Clatskanie’s attempt to  
7 manipulate the point of delivery and recognize the proposed transaction for what it is—a  
8 blatant attempt by Clatskanie to provide service to an exclusively allocated PacifiCorp  
9 customer through an exclusively allocated PacifiCorp facility. The proposed transaction is  
10 contrary to the public interest by violating the express terms of ORS 758.450 and the basic  
11 principles underlying the allocation of exclusive service territories.

12 Second, the proposed transaction violates Oregon direct access laws. Clatskanie  
13 proposes to sell electricity acquired in the open market to an exclusively allocated customer  
14 served by PacifiCorp’s distribution system. The proposed transaction fits squarely into the  
15 type of service contemplated by direct access. Clatskanie’s attempt to circumvent direct  
16 access by manipulating the point of delivery should be rejected.

Respectfully submitted this 23<sup>rd</sup> day of June, 2015.



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Katherine A. McDowell  
McDowell Rackner & Gibson PC

Sarah K. Wallace  
Vice-President & General Counsel  
PacifiCorp d/b/a/ Pacific Power  
Attorneys for PacifiCorp

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<sup>96</sup> See 16 U.S.C. §§ 824, 824d, 824e.

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**DR 49**

**Exhibit A**

Agreement between Pacific Power & Light Company  
and Portland General Electric dated July 18, 1972

AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of July, 1972,  
by and between PACIFIC POWER & LIGHT COMPANY, a Maine corporation,  
hereinafter called "Pacific," and PORTLAND GENERAL ELECTRIC COMPANY,  
an Oregon corporation, hereinafter called "Portland General,"

WITNESSETH:

WHEREAS, Portland General and Pacific each own facilities  
and provide electric utility service within and around the City of  
Portland in areas shown on a map marked "Exhibit A" and more particu-  
larly described in "Exhibit B," which exhibits are attached hereto  
and made a part hereof; and

WHEREAS, Pacific provides electric utility service in  
and around Rainier, Oregon, within an area referred to in tariffs  
filed with the Public Utility Commissioner of Oregon as Pacific's  
Rainier District, which area is shown on Exhibit A and described in  
"Exhibit C," attached hereto and made a part hereof; and

WHEREAS, Portland General and Pacific wish to provide  
for the elimination of duplicating electric utility facilities in  
the foregoing areas; and

WHEREAS, the City of Portland, by Ordinance No. 134416,  
passed April 26, 1972, effective May 26, 1972, consented to the  
exchange by Portland General and Pacific of certain properties  
located within the city;

NOW, THEREFORE, in order to implement the elimination of said duplicating facilities and to comply with Ordinance 134416, it is agreed:

1. Exchange of Facilities

(a) Pacific shall transfer and convey to Portland General and Portland General shall acquire from Pacific all of the electric distribution plant, including distribution substations, poles, lines, transformers, meters, related distribution facilities, and all easements necessary for the operation thereof, owned, operated and maintained by Pacific in the area designated as Pacific's Rainier service district, shown on Exhibit A and described in Exhibit C, and in the area designated as Parcel C, shown on Exhibit A and described in Exhibit B; excluding, however: (1) facilities owned, operated and maintained by Pacific within an area commonly known as the Portland downtown core area, designated as Parcel D on Exhibit A, and described in Exhibit B, and (2) certain duct lines owned, operated and maintained by Pacific extending from Pacific's Albina substation to Pacific's facilities within the Portland downtown core area. Distribution substations to be conveyed by Pacific to Portland General are listed in "Exhibit D," attached hereto and made a part hereof.

(b) Portland General shall transfer and convey to Pacific and Pacific shall acquire from Portland General all of the electric distribution plant, including distribution substations, poles, lines, transformers, meters, related distribution facilities, and all easements necessary for the operation thereof, owned, operated and maintained by Portland General in the areas designated as Parcels

A and B, shown on Exhibit A and described in Exhibit B; excluding, however: (1) facilities described under the streetlight plant account of the Uniform Systems of Account, except that leased area lights will be conveyed by Portland General to Pacific; (2) certain duct lines owned, operated and maintained by Portland General extending from Portland General's Station L to Portland General's facilities within the Portland downtown core area; and (3) standard wood poles used exclusively for street lighting.

Distribution substations to be conveyed by Portland General to Pacific are listed in Exhibit D.

(c) Portland General shall transfer and convey to Pacific and Pacific shall transfer and convey to Portland General the transmission facilities described in "Exhibit E," attached hereto and made a part hereof.

(d) As a necessary part of the distribution and transmission substations and facilities exchanged hereunder and described in Exhibits D and E hereto, Portland General and Pacific shall convey to each other the fee interest or easements in the underlying real property on which exchanged facilities are located, including such adjacent property as is needed for the expansion of such substations and facilities; except that with respect to the 115 Kv transmission line extending from Knott Substation to Willamette Meridian to be acquired by Pacific hereunder (Exhibit E, Paragraph 2a), Portland General will retain the right to rebuild, at Portland General's expense, that portion of said line extending from Columbia

Substation to Willamette Meridian and shall have joint use with Pacific of the present 50-foot right-of-way on which said line is erected for the purpose of providing an additional circuit; provided, that the existing 115 Kv circuit or the equivalent thereof shall continue to be available to Pacific. Real property to be conveyed by Pacific to Portland General is shown on a series of property plats prepared by Pacific, collectively designated as "Exhibit G," attached hereto and made a part hereof. Real property to be conveyed by Portland General to Pacific is shown on a series of property plats prepared by Portland General, collectively designated as "Exhibit H," attached hereto and made a part hereof. Non-operating real property shall not be exchanged. However, Pacific's Rainier service center and a tract of land located in Rainier and presently used by Pacific as a pole yard shall be designated as operating property and conveyed to Portland General hereunder.

(e) After notice to Pacific, Portland General shall at its expense promptly disconnect from Pacific's system and connect to Portland General's system the electric distribution facilities located in Parcel C, shown in Exhibit A and described in Exhibit B, excepting, however, the following substations:

1. Woodstock
2. Holgate
3. Laurelhurst.

The disconnection and reconnection of facilities shall be performed in a manner such as to minimize any interruption of electric service to the customers served by Pacific from its said facilities. For the

purposes hereof, the severance of facilities from Pacific's system and the connection of such facilities to Portland General's system shall be known as a cutover.

From the Date of Cutover to the Date of Conveyance, as hereinafter provided, Portland General shall be responsible for any maintenance, repair or replacement necessary to furnish electric service over said facilities.

(f) After notice to Portland General, Pacific shall at its expense promptly disconnect from Portland General's system and connect to Pacific's system the electric distribution facilities located in Parcels A and B, shown in Exhibit A and described in Exhibit B, excepting, however, the Russellville substation. The disconnection and reconnection of facilities shall be performed in a manner such as to minimize any interruption of electric service to the customers served by Portland General from its said facilities. For the purposes hereof, the severance of facilities from Portland General's system and the connection of such facilities to Pacific's system shall be known as a cutover.

From the Date of Cutover to the Date of Conveyance, as hereinafter provided, Pacific shall be responsible for any maintenance, repair or replacement necessary to furnish electric service over said facilities.

(g) The cutover of electric facilities from one system to that of the other party will necessarily take place over a period of time. It is agreed that the cutover will be correlated so that maintenance of each other's facilities will be substantially

equal in duration and extent. Cutover of facilities shall commence on or about July 24, 1972, and be completed on or before the Date of Conveyance. Neither party shall increase the transformer capacity connected to the other party's transmission at Woodstock, Holgate, Laurelhurst and Russellville Substations without the consent of the other party.

(h) Promptly after completion of cutover of all facilities, each party will provide to the other a tabulation by units of property of facilities exchanged, copies of distribution and transmission maps, and records necessary to record the property on the books of account of the receiving party.

(i) If equipment is leased to a customer and such customer transferred to the other party, the lease and payments thereunder shall be assigned to the party receiving the customer.

## 2. Transmission System Interconnections

Portland General and Pacific will establish on their transmission systems, at voltages of 57 Kv, 69 Kv and 115 Kv, such interconnections as may be necessary to provide for the proper operation and integrity of their respective transmission systems. The transmission system interconnections are described more specifically in "Exhibit F," attached hereto and made a part hereof. Metering equipment required for such interconnections shall be installed as soon as practicable, and the cost thereof shall be shared equally, notwithstanding which party makes the actual installation. Energy transferred between the systems of each party shall be accounted for in accordance with paragraph 4(a) hereof.



3. Distribution System Interconnections

(a) Portland General and Pacific shall provide on their respective distribution systems such interconnections as may be necessary to provide for the proper operation of said systems until completion of all cutovers.

(b) Where necessary, meters shall be installed by and at the expense of the party receiving energy from the system of the other party. Energy transferred shall be accounted for in accordance with paragraph 4(a) hereof.

(c) Unmetered interconnections shall be made and accounted for in accordance with a certain energy exchange agreement heretofore entered into by the parties hereto, dated December 21, 1971.

(d) It is the intent of this agreement that the number of such distribution system interconnections shall be held to a minimum and that all such interconnections shall be radial.

4. Energy Exchange

(a) Commencing with the date hereof, each party shall maintain a record of the amounts of power and energy delivered to the other party at the points of interconnection made in accordance with paragraphs 3(a) and 3(b). Each party will thereafter reimburse the other for amounts of power and energy so delivered and received, with a deduction adjustment of 5 percent for losses in amounts delivered. Amounts of power and energy so delivered and received shall be estimated in accordance with scheduling procedures existing between the parties, and adjustments made from time to time so that the scheduled replacement quantities after deduction for losses shall

equal the measured energy delivered to each party at the points of interconnection.

(b) The transmission system interconnections described in paragraph 2 hereof shall be metered and telemetered as mutually agreed to by the parties, and interchanges at such interconnections shall be accounted for hourly as actual interchange between the parties in accordance with normal existing scheduling procedures.

(c) In order to provide reliability to their customers, Portland General and Pacific shall during emergencies provide unmetered interconnections at points and locations to be determined by the operating departments of both parties, the duration thereof to be held to a minimum. Energy transferred during such emergencies shall be accounted for in accordance with paragraph 4(a) hereof.

#### 5. Maintenance and Repair

Until cutover of facilities as provided herein, each party shall at its expense maintain and repair those facilities which it shall transfer to the other party.

#### 6. Date of Conveyance

Unless required by regulatory authorities or changed by mutual agreement, the Date of Conveyance shall be not later than July 31, 1973. At such time, each party shall execute and deliver to the other a deed and bill of sale for the real and personal property

conveyed and transferred in accordance herewith.

7. Transfer of Customer Accounts

The transfer of customer accounts between Portland General and Pacific shall commence on July 24, 1972, and shall be coordinated so that the revenues from the sales of electricity of each company will remain substantially the same over the period required to accomplish transfer of all customers involved. At the time of such transfer, each party shall make available to the other a list of the transferred customers, together with accounting, billing, service and historical sales records relating thereto. On the date of the transfer of customer accounts, each party will render a final bill to those customers being transferred to the other party. Accounts receivable will be retained by the party issuing the final bill.

8. Taxes

Real and personal property taxes relating to the facilities conveyed shall be prorated between the parties as of the Date of Conveyance.

9. Mortgage Release

Pacific's said electric facilities are subject to the lien of Pacific's Mortgage and Deed of Trust to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), Corporate Trustee, dated July 1, 1947, as amended and supplemented. Portland General's said electric facilities are subject to

a Mortgage and Deed of Trust held by the Marine Midland Bank - New York, Trustee, dated July 1, 1945, as amended and supplemented. Promptly after the Date of Conveyance, each party shall obtain and deliver to the other a release of such facilities from the lien of said Mortgages and Deeds of Trust.

10. Damage to Facilities

If for any cause said electric facilities, or any portions thereof, are entirely or substantially destroyed or seriously damaged prior to the Date of Cutover, and the owner thereof does not restore said facilities to substantially their former condition, the parties shall agree upon an equitable adjustment of such destruction or damage. If such destruction or damage to facilities occurs after the Date of Cutover, the party acquiring such facilities shall be deemed the owner thereof and solely responsible for any restoration of said facilities that it elects to make.

11. Injury to Persons or Damage to Property of Others

Each party shall be liable for injuries to persons or damage to property of third parties arising out of its negligent act, or arising out of its operation and maintenance of facilities owned by the other party and described herein; and, further, the party operating and maintaining the facilities shall defend, indemnify and save harmless the owner thereof from any and all liabilities for damages and expenses, direct or consequential, on account of such personal injury or property damage.

In the event such injury or damage is caused by the joint negligence of the parties, then the parties shall share equally the costs of damages and expenses on account of such injury or damages.

12. Employees

Employees of Pacific's Rainier District may at their election transfer to and become employees of Portland General. Compensation and other employee benefits received by these employees from Portland General will be made substantially equal to that being received from Pacific at the time of their transfer.

13. Assignment of Contractual and Other Rights

Portland General shall assign and transfer to Pacific, and Pacific shall assign and transfer to Portland General, all contracts, agreements, easements, franchises, leases and any and all rights relating to the construction, maintenance, ownership and operation of the facilities and accounts to be transferred or conveyed hereunder, except that no assignment shall be made of Pacific's franchise to operate in Portland.

14. Regulatory Approval

This agreement and the transfer of facilities pursuant thereto are subject to the approval of the Public Utility Commissioner of Oregon and any other regulatory agency having jurisdiction over the parties hereto and the transactions herein provided for. Portland General and Pacific shall make such applications as are necessary

to obtain the approval of this agreement and the transfer of property provided for herein.

15. Assignment

This Agreement may not be assigned except with the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and year hereinabove first set forth.

PACIFIC POWER & LIGHT COMPANY

By /s/ A. C. Bartholomew  
A. C. Bartholomew  
Senior Vice President

Attest:

/s/ M. E. Thompson  
Assistant Secretary

(SEAL)

PORTLAND GENERAL ELECTRIC COMPANY

By /s/ Hilbert S. Johnson  
Hilbert S. Johnson  
Senior Vice President

Attest:

/s/ Warren Hastings  
Assistant Secretary

(SEAL)

- Exhibit A . Map of Areas Exchanged.
- Exhibit B Boundary Descriptions of Parcels A, B, C and D
- Exhibit C Boundary Description of Rainier Service District
- Exhibit D Distribution Substations to be Exchanged
- Exhibit E Transmission Facilities to be Exchanged
- Exhibit F Transmission System Interconnections
- Exhibit G Real Property Conveyed to Portland General
- Exhibit H Real Property Conveyed to Pacific

List of Exhibits

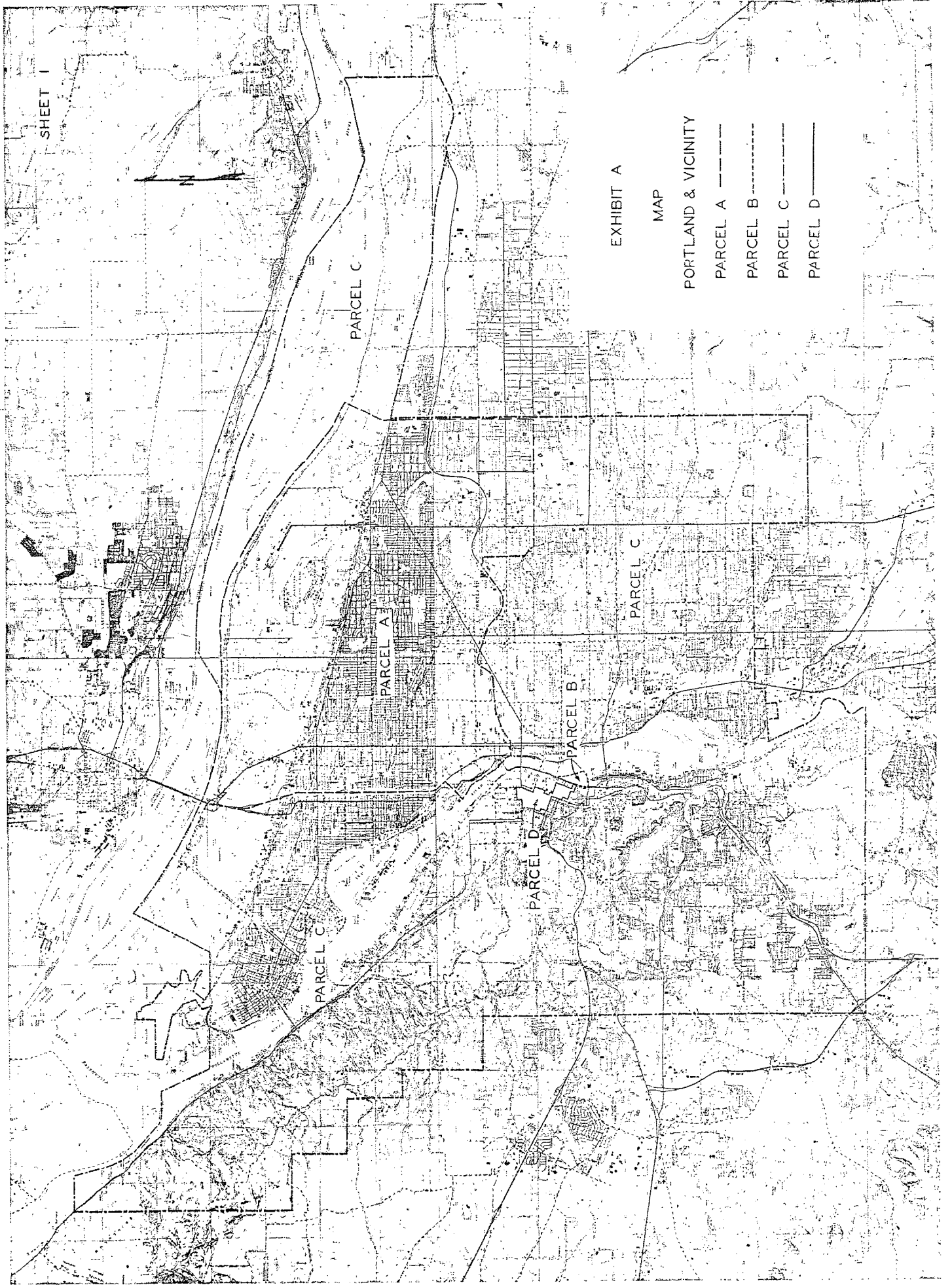


EXHIBIT A

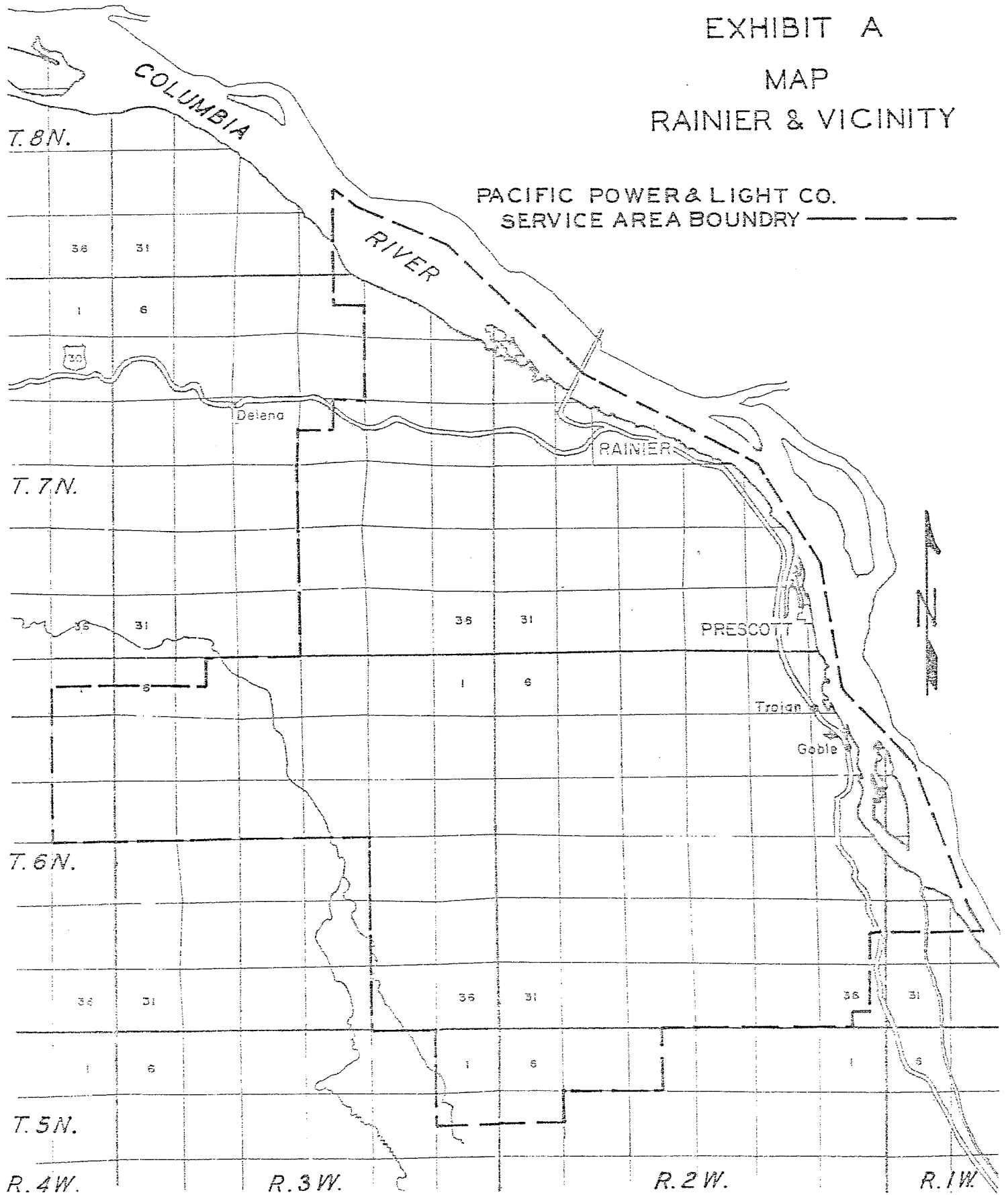
MAP

PORTLAND & VICINITY

- PARCEL A - - - - -
- PARCEL B - - - - -
- PARCEL C - - - - -
- PARCEL D - - - - -



EXHIBIT A  
MAP  
RAINIER & VICINITY



Service Areas  
of  
PORTLAND GENERAL ELECTRIC COMPANY  
and  
PACIFIC POWER & LIGHT COMPANY  
Portland, Oregon

PARCEL A:

Beginning at the point of intersection of the South line of the North Portland Harbor with the centerline of the Pacific Highway No. 1 (Minnesota Freeway); running thence Southerly, along the centerline of said Highway No. 1, to the centerline of the Stadium Freeway Highway No. 61; thence Southwesterly, along the centerline of said Highway No. 61 to the Easterly Harbor line of the Willamette River; thence Southeasterly, along said Harbor line, to the extended centerline of N. E. Flanders; thence East, along the centerline of N. E. Flanders, to the centerline of Columbia River Highway No. 2 (Banfield Freeway); thence Easterly, along the centerline of said Highway No. 2, to the centerline of the off-ramp to N. E. 68th Avenue; thence Southeasterly along the centerline of the off-ramp and N. E. 68th Avenue to the centerline of N. E. Clackamas, thence Easterly along the north line of N. E. Clackamas to the intersection of a line extending Northerly from the Northwest corner of Lot 1, Block 5, Jonesmore Addition, thence Southerly along the backlot line of lots located along the West line of N. E. 71st Avenue between N. E. Clackamas and the intersection of S. E. Thorburn Street, thence Southeasterly along the centerline of S. E. Thorburn to the centerline of S. E. Stark Street; thence East, along centerline of S. E. Stark Street, to the centerline of S. E. 122nd Avenue; thence North along the centerline of S. E. 122nd Avenue - N. E. 122nd Avenue - and centerline extended, to a point 400 feet Northeast of the South shoreline of the Columbia River; thence Northwesterly, parallel to the shoreline, to the point of intersection of the centerline of Pacific Highway No. 1; thence to the point of beginning.

PARCEL B:

Beginning at the point of intersection of the extended centerline of S. W. Jefferson Street with the centerline of Pacific Highway No. 1 W. (S. W. Harbor Drive); running thence Southerly, along centerline of said Highway No. 1 W, to the intersection of the centerline of Stadium Freeway Highway No. 61 with the Pacific Highway No. 1, North Bound; thence Northeasterly, along the centerline of said Stadium Freeway to the Westerly Harbor line of the Willamette River; thence Northerly, along said Harbor line, to the extended centerline of S. W. Jefferson Street; thence Westerly, along said extended centerline, to the point of beginning.

PARCEL C:

Beginning at a point on the Oregon-Washington State line and an extension of the east side of Sundial Ranch Road, said point being in Section 14, T. 1N., R. 3E., W.M.; thence south to the south line of Banfield Expressway; thence west along the south side of said Banfield Expressway and following the westbound exit in Section 28, T. 1N., R. 3E., W.M. to the south line of N.E. Sandy Boulevard; thence northwesterly along the south side of N.E. Sandy Boulevard to the east line of N.E. 122 Avenue; thence south to the south line of N.E. Halsey Street; thence east along the south line of N. E. Halsey Street to the west line of N.E. 124 Avenue; thence south along said west line of 124 Avenue to the north line of N.E. Wasco Street; thence west to the east line of N.E. 122 Avenue; thence south on said east line of 122 Avenue to the south line of N.E. Glisan Street; thence east along said south line of N.E. Glisan Street to the N.E. corner of that tract of land conveyed to Multnomah County as recorded in Deed Record Book 1707, Page 366, Multnomah County Deed Record; thence south on the east line of said tract to the S.E. corner; thence west on the south line of said tract to the east line of N.E. 122 Avenue; thence south on the east line of said N.E. 122 Avenue and S.E. 122 Avenue to the north line of that tract of land conveyed to Everett H. and Helen M. Carver by Deed Book 883, Page 362, as recorded in Multnomah County Deed Record on November 10, 1944; thence east on the north line of said tract 85 feet more or less to the N.E. corner; thence south to the north line of S.E. Stark Street, thence west on the north line of said Stark Street to the east line of S.E. 122 Avenue; thence south along the east side of S.E. 122 Avenue to S.E. Harold Street; thence continuing on the north-south section line between Sections 14 and 15, 22 and 23, 26 and 27, T. 1S., R. 2E., W.M., to the southeast corner of said Section 27; thence west to the southeast corner of Section 29, T. 1S., R. 2E.; thence north to a point on the Multnomah-Clackamas County line at the northeast corner of said Section 29; thence west along the Multnomah-Clackamas County line to its intersection with the boundary line of the City of Portland as of June 28, 1962; thence following said City of Portland boundary line in a general westerly direction to the point where it separates from the Multnomah-Clackamas County line in the Willamette River in the northwest quarter of Section 26, T. 1S., R. 1E.; thence following the Multnomah-Clackamas County line upstream in a southerly direction to the point of intersection with the south line of Section 35, T. 1S., R. 1E.; thence west along the south line of Sections 35, 34, 33, 32 and 31, T. 1S., R. 1E. and Section 36, T. 1S., R. 1W. to the southwest corner of said Section 36; thence north along the west line of Sections 36, 25, 24, 13, 12 and 1, T. 1S., R. 1W., and Section 36, T. 1N., R. 1W., to the southeast corner of Section 26, T. 1N., R. 1W.; thence west to the southwest corner of said Section 26; thence north to the quarter corner on the east line of Section 22, T. 1N., R. 1W.; thence west to the southwest corner of the N.E. 1/4 of said Section 22; thence north to the southwest corner of the N.E. 1/4 of Section 15, T. 1N., R. 1W.; thence west to the southwest corner of the N.E. 1/4 of Section 16, T. 1N., R. 1W.;

PARCEL C -- (continued):

thence north to the southwest corner of the N.E. 1/4 of Section 9, T. 1N., R. 1W.; thence west to the southwest corner of the N.E. 1/4 of Section 8, T. 1N., R. 1W.; thence north to the southwest corner of the N.E. 1/4 of Section 20, T. 2N., R. 1W.; thence east to the center of Multnomah Channel; thence upstream following the center line of Multnomah Channel to the point of intersection with the boundary of the City of Portland as of June 28, 1962; thence in a general easterly direction along the boundary line of the City of Portland to the point of intersection with a PP&L Co. transmission line right of way on the south line of Section 31, T. 2N., R. 1E., W.M.; thence northeasterly along the west side of said right of way to the center line of North Portland Harbor south of Hayden Island; thence in an easterly direction along the center line of this body of water, passing south of Tomahawk Island and thence with an angle of 45 degrees continuing to the Oregon-Washington State line; thence in an easterly direction along the Oregon-Washington State line to the point of beginning; excluding therefrom, however, Parcels A, B and D shown on Exhibit A and described in this Exhibit.

PARCEL D:

Beginning at a point on the center line of S.W. Market Street at its intersection with the center line of S.W. First Avenue; thence north along S.W. First Avenue to its intersection with the center line of S.W. Jefferson Street; thence west along the center line of S.W. Jefferson Street to its intersection with the center line of S.W. Fifth Avenue; thence north along the center line of S.W. Fifth Avenue to its intersection with the center line of S.W. Madison Street; thence west along the center line of S.W. Madison Street to its intersection with the center line of S.W. Sixth Avenue; thence north along the center line of S.W. Sixth Avenue to its intersection with the center line of S.W. Salmon Street; thence east along the center line of S.W. Salmon Street to its intersection with the center line of S.W. Fifth Avenue; thence north along the center line of S.W. Fifth Avenue to its intersection with the center line of S.W. Alder Street; thence west along the center line of S.W. Alder Street to its intersection with the center line of S.W. Broadway Avenue; thence north along the center line of S.W. Broadway Avenue to its intersection with the center line of N.W. Davis Street; thence west along the center line of N.W. Davis Street to its intersection with the center line of N.W. 11th Avenue; thence south along the center line of N.W. 11th Avenue to its intersection with the center line of W. Burnside Street; thence west along the center line of W. Burnside Street to its intersection with the east line of the Oregon State Highway Commission right of way designated for the Stadium Freeway; thence south along the east line of said Stadium Freeway right of way to its intersection with the center line of S.W. Main Street; thence east along the center line of S.W. Main Street to its intersection with the center line of

PARCEL D -- (continued):

S.W. 12th Avenue; thence south along the center line of S.W. 12th Avenue to its intersection with the center line of S.W. Jefferson Street; thence east along the center line of S.W. Jefferson Street to its intersection with the center line of S.W. Sixth Avenue; thence south along the center line of S.W. Sixth Avenue to its intersection with the center line of S.W. Mill Street; thence east along the center line of S.W. Mill Street to its intersection with the center line of S.W. Fifth Avenue; thence south along the center line of S.W. Fifth Avenue to its intersection with the center line of S.W. Harrison Street; thence east along the center line of S.W. Harrison Street to its intersection with an extension of the center line of S.W. Second Avenue southerly from the intersection of S.W. Second Avenue and S.W. Market Street; thence south along said center line extension of S.W. Second Avenue to its intersection with an extension of the center line of S.W. Hall Street easterly from the intersection of S.W. Hall Street and S.W. Fourth Avenue; thence east along said center line extension of S.W. Hall Street to its intersection with the center line of S.W. Harbor Drive; thence north along the center line of S.W. Harbor Drive to its intersection with the center line of S.W. Harrison Street; thence west along the center line of S.W. Harrison Street to its intersection with the center line of S.W. First Avenue; thence north along the center line of S.W. First Avenue to its intersection with the center line of S.W. Market Street, the point of Beginning.

Service Area  
of  
PACIFIC POWER & LIGHT COMPANY  
Rainier, Oregon

Beginning at a point which is the intersection of the northerly extension of the centerline of Sec. 34, T. 8 N., R. 3 W., Willamette Meridian, and the Oregon-Washington state boundary line in the Columbia River; thence following upstream on the Oregon-Washington boundary line in a southeasterly direction to a point of intersection with the east and west centerline of Sec. 29, T. 6 N., R. 1 W.; thence west along said centerline of Sec. 29 and Sec. 30 to the northeast corner of the N. W. 1/4 of the S. E. 1/4 of Sec. 25, T. 6 N., R. 2 W.; thence south to the northwest corner of the S. E. 1/4 of the S. E. 1/4 of Sec. 36, T. 6 N., R. 2 W.; thence west to the northwest corner of the S. W. 1/4 of the S. E. 1/4 of said Sec. 36; thence south on the centerline of said Sec. 36 to the south quarter corner thereof; thence west on the south line of Sec. 36, 35, 34 and 33 all in T. 6 N., R. 2 W., to the north quarter corner of Sec. 4, T. 5 N., R. 2 W.; thence south on the centerline of said Sec. 4 to the south quarter corner of said Sec. 4; thence west on the south line of Sec. 4 and 5, T. 5 N., R. 2 W., to the northeast corner of Sec. 7, T. 5 N., R. 2 W.; thence south to the east quarter corner of said Sec. 7; thence west on the centerline of said Sec. 7 and extensions thereof, to the west quarter corner of Sec. 12, T. 5 N., R. 3 W.; thence north to the northeast corner of Sec. 2, T. 5 N., R. 3 W.; thence west on the north line of said Sec. 2 to the southwest corner of Sec. 35, T. 6 N., R. 3 W.; thence north on the west line of said Sec. 35 and extensions thereof, to the southwest corner of Sec. 14, T. 6 N., R. 3 W.; thence west on the south line of Sec. 15, 16, 17 and 18 all in T. 6 N., R. 3 W., and Sec. 13, T. 6 N., R. 4 W., to the southwest corner of said Sec. 13; thence north along the west line of said Sec. 13 and extensions thereof, to the west quarter corner of Sec. 1, T. 6 N., R. 4 W.; thence east on the centerline of said Sec. 1 and extensions thereof, to the center of Sec. 5, T. 6 N., R. 3 W.; thence north to the north quarter corner of said Sec. 5; thence east to the southwest corner of Sec. 34, T. 7 N., R. 3 W.; thence north on the west line of said Sec. 34 and extensions thereof, to the west quarter corner of Sec. 15, T. 7 N., R. 3 W.; thence east on the centerline of said Sec. 15 to the center of Sec. 15; thence north on the centerline of Sec. 15 to the north quarter corner of Sec. 15; thence east on the north line of Sec. 15 to the northeast corner of Sec. 15; thence north on the east line of Sec. 10 and 3 to the east quarter corner of Sec. 3, T. 7 N., R. 3 W.; thence west to the center of said Sec. 3; thence north on the centerline of said Sec. 3 and on the centerline of Sec. 34, T. 8 N., R. 3 W., W. M., and extensions thereof, to an intersection with the Oregon-Washington boundary in the Columbia River, the point of beginning of Area II.

DISTRIBUTION SUBSTATIONS<sup>1/</sup> TO BE EXCHANGEDPP&L Distribution Substations to be Acquired by PGE<sup>2/</sup>

<u>Substation Name</u>	<u>Substation Location</u>
Rainier	Rainier, Oregon
Willbridge (Distribution Portion)	NW 63rd Ave. & St. Helens Rd.
Penn Salt (Distribution Portion)	6400 NW Front Ave.
Portsmouth	N Portsmouth Ave. & Columbia Blvd.
Delaware	NE Delaware Ave. & Lombard St.
Woodstock	SE 41st Ave. & Harold St.
Holgate	SE 80th Ave. & Holgate Blvd.
Harrison (Distribution Portion)	SE 7th Ave. & Harrison St.
Stark	SE 8th Ave. & Stark St.
Glencoe	SE 49th Ave. & Stark St.
Division	SE 45th Ave. & Division St.
Powell	SE 52nd Ave. & Powell Blvd.
Montavilla	SE 96th Ave. & Stark St.
Madison	SW 17th Ave. & Madison St.
Glisan	NW 23rd Ave. & Glisan St.
Overton	NW 17th Ave. & Overton St.
Hawthorne	SE 30th Ave. & Hawthorne St.
Yamhill	SE 32nd Ave. & Belmont St.

2. PGE Distribution Substations to be Acquired by PP&L<sup>2/</sup>

<u>Substation Name</u>	<u>Substation Location</u>
Russellville	SE corner of E. Burnside & SE 100th Ave.
Knott (Distribution Portion)	44 NE Knott St. between Rodney & Williams
Columbia (Distribution Portion)	7802 N. Vancouver Avenue
Blandena	N. Blandena St. & Haight Avenue
Vernon	4341 NE 19th between Prescott & Skidmore
Kennedy	4135 NE Emerson St. (Corner of 42nd Ave.)
Halsey	6034 NE Halsey St. (Corner of 61st Ave.)
Villa	8245 NE Multnomah St. near 82nd Avenue
Gregory Heights	3313 NE 82nd Ave. (Corner of Klickitat St.)
Parkrose	4744 NE 102nd Ave.
Ainsworth	1335 NE Killingsworth Street
Fremont	4747 NE Fremont Street
Prescott	4506 NE 33rd Avenue, Portland
Rose City	3147 NE 68th Ave. (just south of Sandy Blvd.)
Wasco	2851 NE Clackamas St. (Corner of 29th Ave.)

<sup>1/</sup>"Substation" includes all facilities in the substation and hardware used to dead-end lines coming into the substation.

<sup>2/</sup>Some of the substations listed have both distribution and transmission facilities. They are listed both here and in Exhibit E to indicate that both kinds of facilities are to be exchanged. All substations listed, and all but one listed in Exhibit E, are to be exchanged in entirety.

TRANSMISSION FACILITIES TO BE EXCHANGED

1. PP&L Transmission Facilities to be Acquired by PGE

a. 115 Kv Lines<sup>1/</sup>

BPA Keeler Substation - Willbridge Substation  
Willbridge Substation - Penn Salt Substation  
Penn Salt Substation - Willbridge Switching Station  
Willbridge Switching Station - PGE Tie Switching Station  
Albina Substation - Delaware Substation  
Delaware Substation - Portsmouth Substation  
Portsmouth Substation - St. Johns Switching Station

b. 69 Kv Lines<sup>1/</sup>

Harrison Substation - Stark Substation  
Stark Substation - Centerline of Banfield Freeway  
Harrison Substation - Glencoe Tap  
Glencoe Tap - Division Substation  
Glencoe Tap - Glencoe Substation  
Glencoe Substation - Centerline of Banfield Freeway  
Harrison Substation - Division Tap  
Division Tap - Division Substation  
Division Tap - Powell Substation  
Powell Substation - Montavilla Substation  
Montavilla Substation - Rocky Butte Line Tap  
Harrison Substation - Station L Tap  
Station L Tap - Station L  
Station L Tap - East End of PP&L River Crossing

c. Other Transmission Facilities

Willbridge Substation (Transmission Portion)  
Penn Salt Substation (Transmission Portion)  
Willbridge Switching Station  
PGE Tie Switching Station  
Harrison 69 Kv Substation (Transmission Portion)<sup>2/</sup>

<sup>1/</sup> "Transmission lines" includes all transmission plant between the indicated terminals or points. The terminal in a substation or at a tap is the line dead-end. The owner of the structure at such a dead-end shall own the dead-ending hardware. Where a geographical point is used in place of a line terminal, the change in line ownership shall be at that point.

<sup>2/</sup> That portion of PP&L Harrison Substation occupying Block 85, Stephens Addition. Pacific will retain the Harrison 115 kv Substation located at Block 96 Stephens Addition, including the 115-69 kv transformer installed therein, and such facilities as meter and relay panels and supervisory control equipment associated with operation of the 115 kv Substation but located in a control house within the 69 kv Substation, together with the right to so occupy said control house and to have ingress thereto and egress therefrom.



2. PGE Transmission Facilities to be Acquired by PP&L

a. 115 Kv Lines<sup>1/</sup>

Tabor Substation to Knott Substation  
Knott Substation to Willamette Meridian (just north of St. Johns Sw. Sta.)

b. 57 Kv Lines<sup>1/</sup>

Columbia Substation - Kennedy Tap  
Kennedy Tap - Kennedy Substation  
Kennedy Substation - Vernon Substation  
Kennedy Tap - Gregory Heights Tap  
Gregory Heights Tap - Gregory Heights Substation  
Gregory Heights Substation - Villa Substation  
Gregory Heights Tap - Parkrose Tap  
Parkrose Tap - Parkrose Substation  
Parkrose Tap - Owens Illinois Tap  
Owens Illinois Tap - 121st & Prescott  
Owens Illinois Tap - Owens Illinois Substation  
Parkrose Substation - Owens Illinois Substation  
Parkrose Substation - Villa Tap  
Villa Tap - Villa Substation  
Villa Tap - 122nd & Burnside  
Columbia Substation - Peninsula Park Tap  
Peninsula Park Tap - Centerline of Minnesota Freeway  
Peninsula Park Tap - Blandena Tap  
Blandena Tap - Blandena Substation  
Blandena Tap - Vernon Tap  
Vernon Tap - Vernon Substation  
Vernon Tap - Knott Substation  
Knott Substation - Laurelhurst Substation  
Laurelhurst Substation - Halsey Tap  
Halsey Tap - Tabor Substation  
Halsey Tap - Halsey Substation  
Halsey Substation - Villa Substation  
Villa Substation - 82nd & Stark

c. Other Transmission Facilities

Knott Substation (Transmission Portion)  
Columbia Substation (Transmission Portion)  
PGE-Owned Facilities at Owens Illinois Substation

<sup>1/</sup> "Transmission lines" includes all transmission plant between the indicated terminals or points. The terminal in a substation or at a tap is the line dead-end. The owner of the structure at such a dead-end shall own the dead-ending hardware. Where a geographical point is used in place of a line terminal, the change in line ownership shall be at that point.

TRANSMISSION SYSTEM INTERCONNECTIONS

1. Normally-Closed, Metered Interconnections

115 Kv Interconnections

- a. Line construction and reconnection will be done to establish the 115 kv system configuration shown on Sheet 3 of this exhibit. Construction in the vicinity of St. Johns Switching Station and Knott Substation will be shared in such a way that the cost of that construction will be borne equally by PP&L and PGE. An interconnection will then exist at the dead-end in Albina Substation of the 115 kv line to Delaware, Portsmouth, and Rivergate Substations, to be metered at Albina Substation.
- b. After the construction and reconnection described above, an interconnection will exist at the dead-end in Tabor Substation of the 115 kv line to Albina Substation, to be metered at Tabor Substation.

69 Kv Interconnections

- a. At a point on the 69 kv Stark-Holladay line above the centerline of the Banfield Freeway, to be metered at Holladay Substation.
- b. At the dead-end in Harrison 69 kv Substation of the 69 kv tie to Harrison 115 kv Substation, to be metered at Harrison 69 kv Substation.

57 Kv Interconnections

- a. At the dead-end in Columbia Substation of the 57 kv line to BPA St. Johns Substation, to be metered at Columbia Substation.
- b. At the dead-end in Knott Substation of the 57 kv line to BPA St. Johns Substation, to be metered at Knott Substation.
- c. At the dead-end in Knott Substation of the 57 kv line to Station L, to be metered at Knott Substation.
- d. At the dead-end in Tabor Substation of the 57 kv line to Knott Substation, to be metered at Tabor Substation.

Interconnections to be Metered at Secondary Voltage

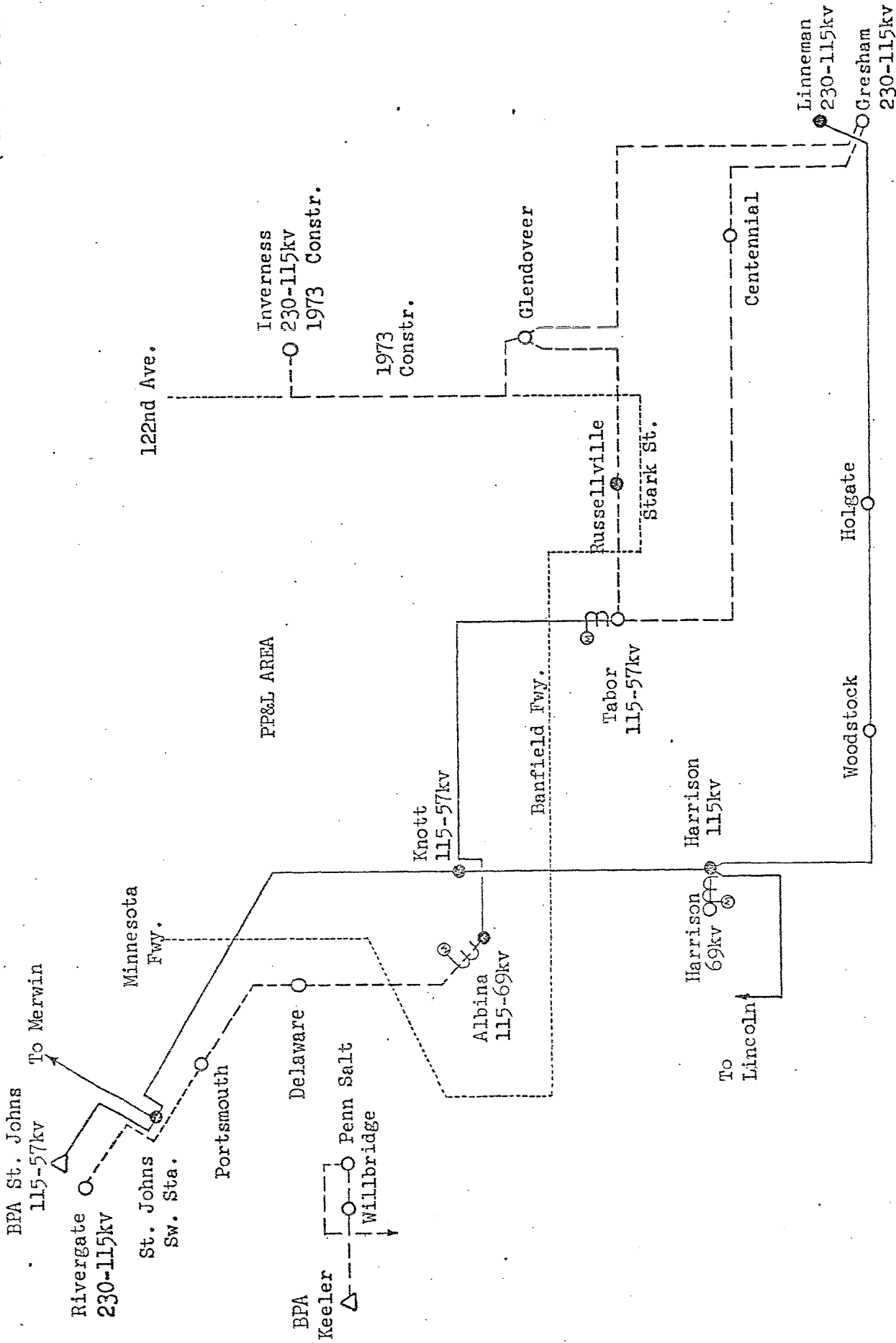
- a. Russellville Substation -- 115 kv to 12.5 kv.
- b. Woodstock Substation --- 115 kv to 4 kv.
- c. Holgate Substation -- 115 kv to 12.5 kv.
- d. Laurelhurst Substation -- 57 kv to 4 kv.

2. Temporary Interconnections - Normally-Closed, Metered

- a. A temporary 57 kv interconnection will exist at 121st & Prescott on the line to BPA Troutdale Substation. Metering at BPA Troutdale and Rockwood Substations will be used to determine energy flow at this interconnection. This interconnection will no longer exist after PGE's conversion of the line south and east of 121st & Prescott to 115 kv in 1973.
- b. A temporary 69 kv interconnection will exist at the east end of the river crossing of the 69 kv line between Harrison Substation and Lincoln Plant Substation. Temporary kwh metering and kw telemetering will be provided. This interconnection will cease to exist when the PP&L portion of this line, on the west side, is converted to 115 kv in the third quarter of 1972.

3. Normally-Open, Unmetered Interconnections

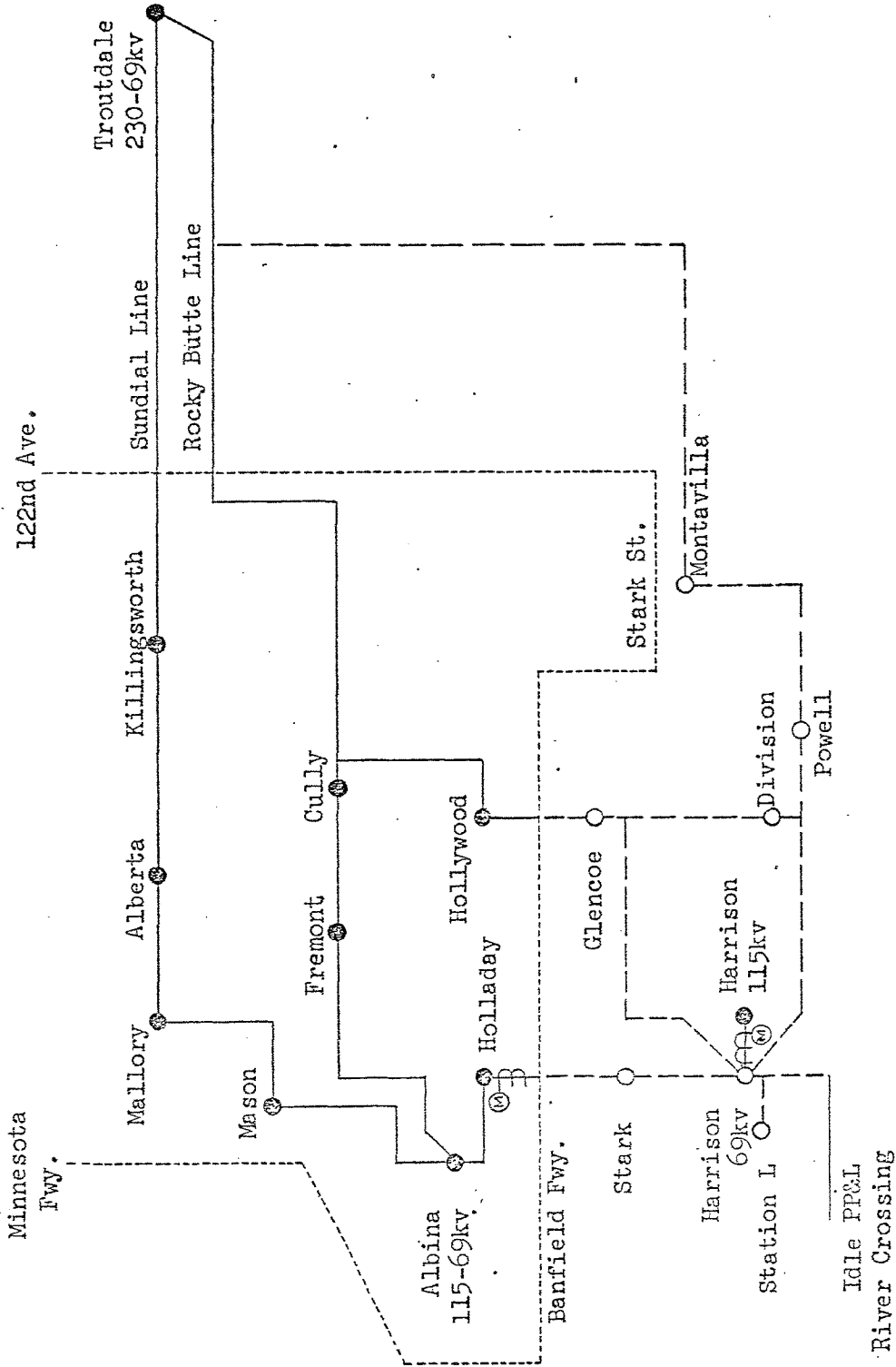
- a. At a point above the centerline of the Banfield Freeway on the 69 kv line between Glencoe Substation and Hollywood Substation. This line will be opened at a switch in the line north of Glencoe Substation. The possibility of interconnection will cease to exist when PP&L converts that portion of this line between Halsey Street and Hollywood Substation to 57 kv in the fourth quarter of 1972.
- b. At the point where the 69 kv line to Montavilla Substation taps the PP&L Rocky Butte Line. The 69 kv circuit breaker at Montavilla Substation will be normally-open.
- c. At a point above the centerline of the Minnesota Freeway on the tie to Peninsula Park Substation. The tie will be opened at the switch where the tie taps the Columbia-Knott 57 kv line.
- d. At the tie to Blandena Substation which taps the Knott-BPA St. Johns 57 kv line.
- e. At the tie between the Knott-Tabor 57 kv line and the Knott-Station L 57 kv line.
- f. At S.E. 82nd and Stark where the tie to Villa taps the Tabor-Lents 57 kv line.
- g. At E. 122nd and Burnside near where the tie to Parkrose taps the Ruby-Lents 57 kv line.



- PP&L 115kv line
- PP&L Substation
- PGE 115kv line
- PCE Substation
- Interconnection Metering

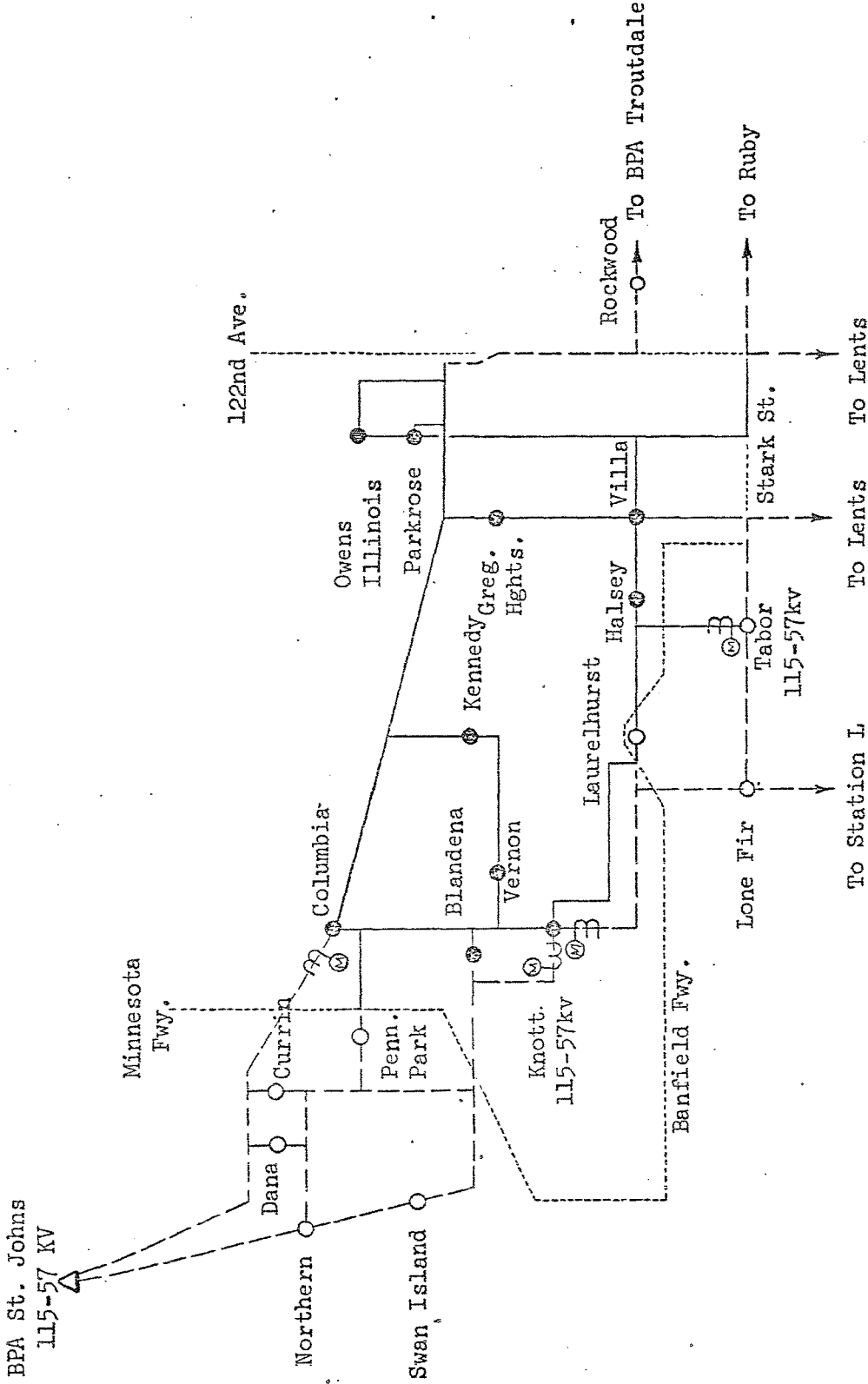
PORTLAND AREA 115KV FACILITIES

SHOWING OWNERSHIP AFTER EXCHANGE



- PP&L 69kv line
- PP&L Substation
- PGE 69kv line
- PGE Substation
- Interconnection Metering

PORTLAND AREA 69KV FACILITIES  
 SHOWING OWNERSHIP AFTER EXCHANGE  
 (Not to scale)



- PP&L 57kv line
- PP&L Substation
- PGE 57kv Line.
- PGE Substation
- Interconnection Metering

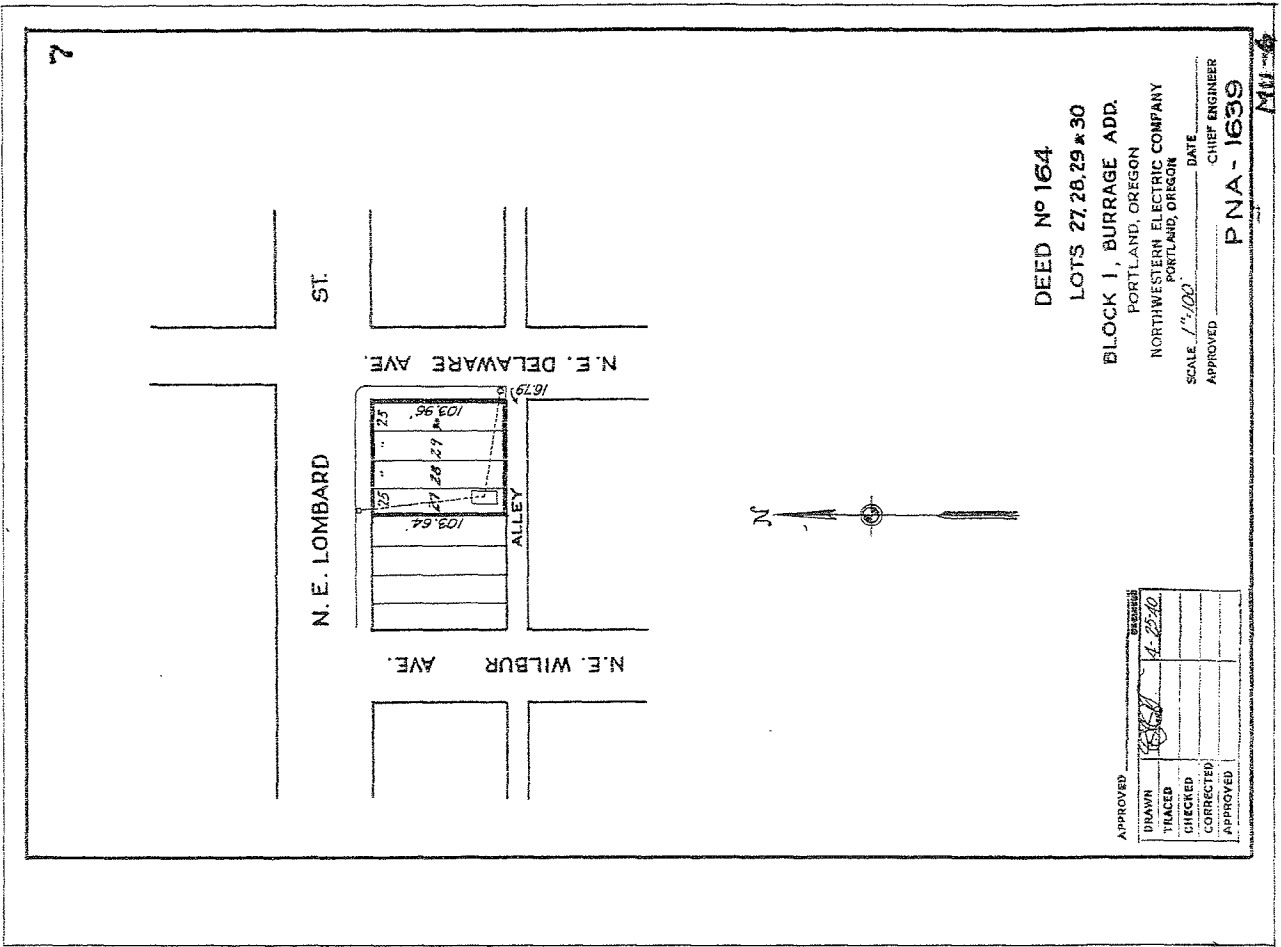
NORTHEAST PORTLAND 57KV FACILITIES  
 SHOWING OWNERSHIP AFTER EXCHANGE  
 (Not to scale)

REAL PROPERTY CONVEYED TO PORTLAND GENERAL

PROPERTY DESCRIPTION

Multnomah County  
 City of Portland  
 Operating Lands  
 Deed Number 164.

All of Lots Twenty-seven (27) Twenty-eight (28) Twenty-nine (29) and  
 Thirty (30), Block One (1) of "Burrage Tract."

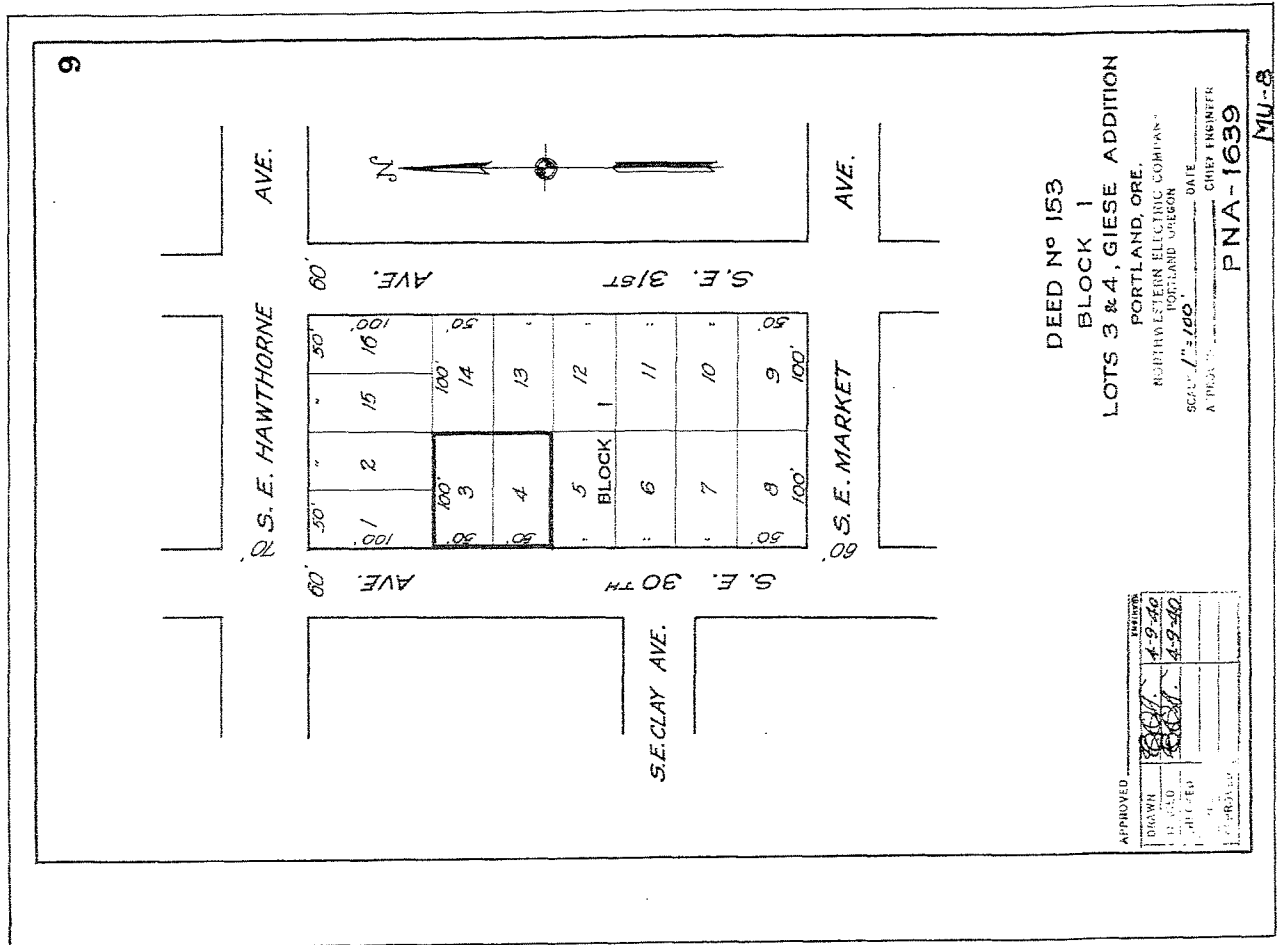


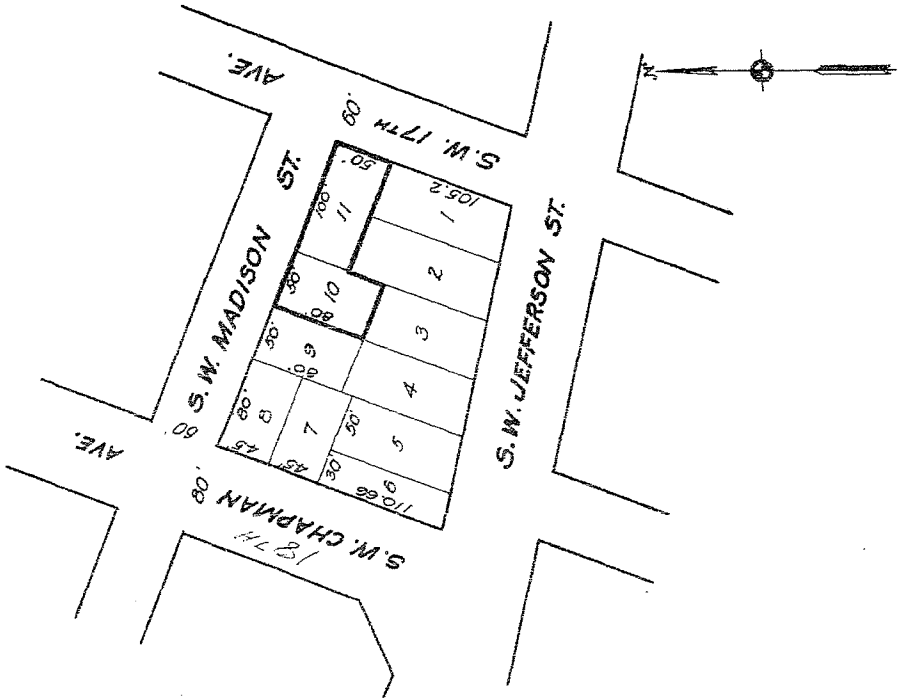


PROPERTY DESCRIPTION

Multnomah County  
 City of Portland  
 Operating Lands  
 Deed Number 153

Lots numbered three (3) and four (4), in Block numbered one (1), in GIESE'S ADDITION, according to the official maps and plats thereof.





DEED No 152  
 LOTS 10 & 11, BLOCK 2  
 DAVENPORT TRACT  
 IN  
 PORTLAND, ORE.

NORTHWESTERN ELECTRIC COMPANY,  
 PORTLAND, OREGON

SCALE 1" = 100' DATE \_\_\_\_\_  
 APPROVED \_\_\_\_\_ CHIEF ENGINEER

PNA-1639

MU-9

APPROVED	DATE
DRAWN	DATE
CHECKED	DATE
CORRECTED	DATE
APPROVED	DATE

PROPERTY DESCRIPTION

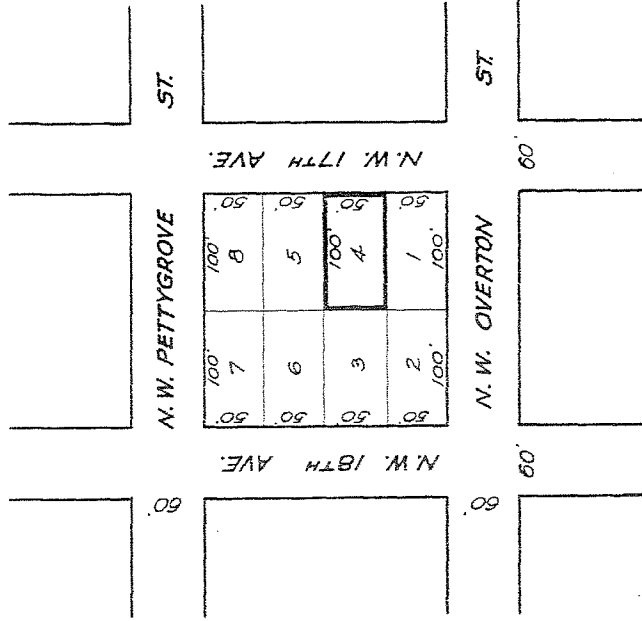
Multnomah County  
 City of Portland  
 Operating Lands  
 Deed Number 152

All of Lots numbered ten (10) and eleven (11) in Block numbered two (2), in DAVENPORT TRACT, according to the official maps and plats thereof.

PROPERTY DESCRIPTION

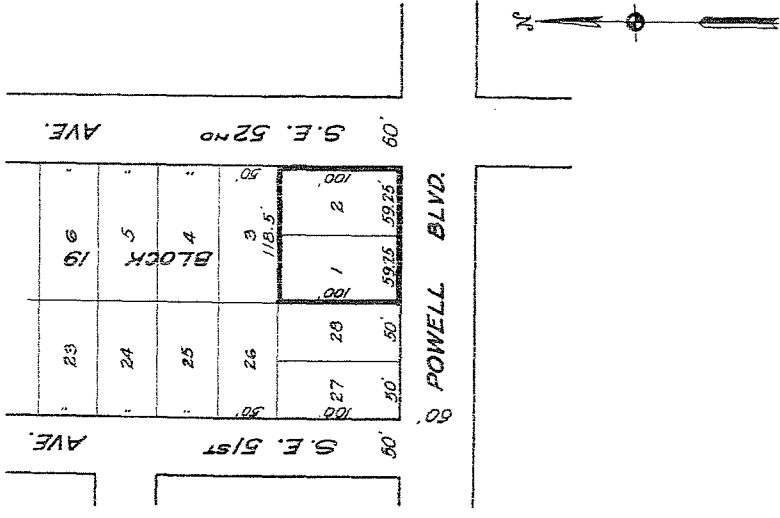
Multnomah County  
 City of Portland  
 Operating Lands  
 Deed Number 151

Lot numbered four (4), in Block numbered two hundred thirty-two (232), in  
 COUCH'S ADDITION, according to the official maps and plats thereof.



DEED No 151  
 IN  
 LOT 4, BLOCK 232  
 IN  
**COUCH'S ADD.**  
 IN PORTLAND, OREGON  
 NORTHWESTERN ELECTRIC COMPANY  
 PORTLAND, OREGON  
 SCALE 1" = 100'  
 DATE \_\_\_\_\_ CHIEF ENGINEER  
**PNA-1639**

APPROVED	DATE
DRAWN	4-4-40
TRACED	4-4-40
CHECKED	4-4-40
COMPUTED	
APPROVED	



DEED No 162  
 LOTS 1 & 2, BLOCK 19  
 EAST CRESTON ADD.  
 PORTLAND, ORE.  
 NORTHWESTERN ELECTRIC COMPANY  
 PORTLAND, OREGON

SCALE 1/2" = 100' DATE \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ CHIEF ENGINEER  
 PNA-1639

APPROVED	DATE
DRAWN	1-26-40
TRACED	
CHECKED	
CONTRACTED	
APPROVED	

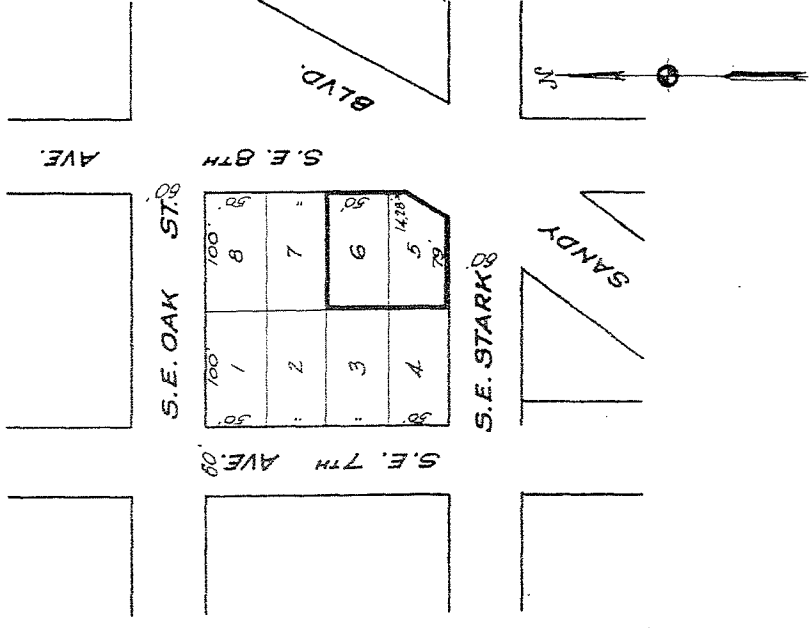
PROPERTY DESCRIPTION  
 Multnomah County  
 City of Portland  
 Operating Lands  
 Deed Number 162

Lots One (1) and Two (2), in Block Nineteen (19), EAST CRESTON.

PROPERTY DESCRIPTION

Multnomah County  
 City of Portland  
 Operating Lands  
 Deed Number 150

Lots five (5) and six (6) in Block one hundred and sixty one (161)  
 East Portland.



DEED No 150  
 LOTS 5 & 6, BLOCK 161  
 IN EAST PORTLAND

NORTHWESTERN ELECTRIC COMPANY  
 PORTLAND, OREGON

SCALE 1/2" = 10' DATE \_\_\_\_\_  
 APPROVED \_\_\_\_\_ CHIEF ENGINEER

PNA-1639

APPROVED	DATE
DRAWN	4-2-40
TRACED	4-2-40
CHECKED	4-2-40
CORRECTED	
APPROVED	

PROPERTY DESCRIPTION

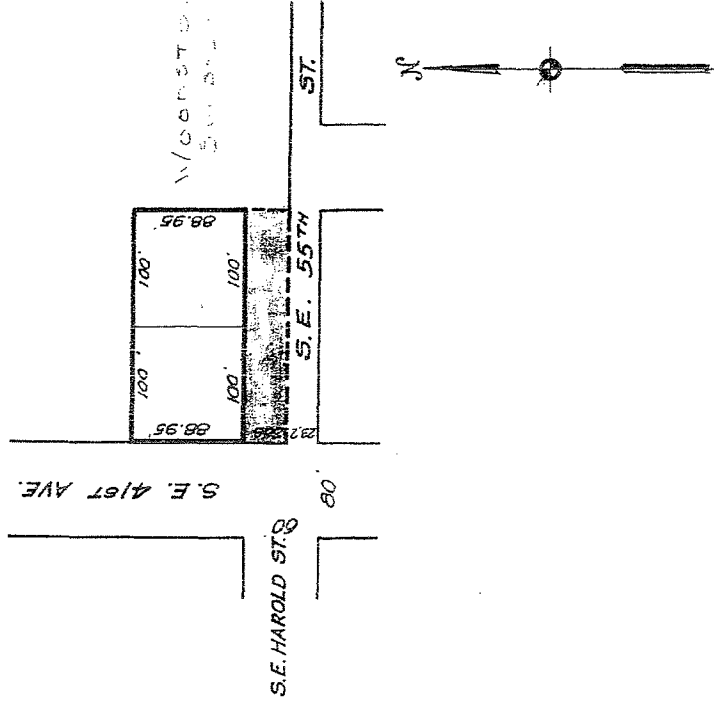
Multnomah County  
City of Portland  
Operating Lands  
Deed Number 159

That certain tract of land bounded and described as: beginning at the northeast corner of the intersection of S.E. Harold Street and S.E. 41st Avenue, as shown by the official plats of the City of Portland on August 3, 1929; thence north along the east line of said 41st Avenue 125.75 feet; thence east parallel with and 125.75 feet north of the north line of said Harold Street 200 feet; thence south parallel with the east line of said 41st Avenue 125.75 feet to a point in the north line of said Harold Street; thence west along said north line of said Harold Street to the point of beginning.

Remarks:

Shaded area on drawing indicates that portion of Real Property Sold to the City of Portland -- December 5, 1958

119



DEED No 159

PL 122028

REGISTER	
DRAWN	4-9-50
TRACED	4-9-50
CHECKED	4-9-50
APPROVED	

NORTHWESTERN ELECTRIC COMPANY  
PORTLAND, OREGON  
SCALE \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED \_\_\_\_\_ CHIEF ENGINEER

REV. 12-5-28, M.S.

P NA-1639

M-17

25-A

CITY BOUNDARY

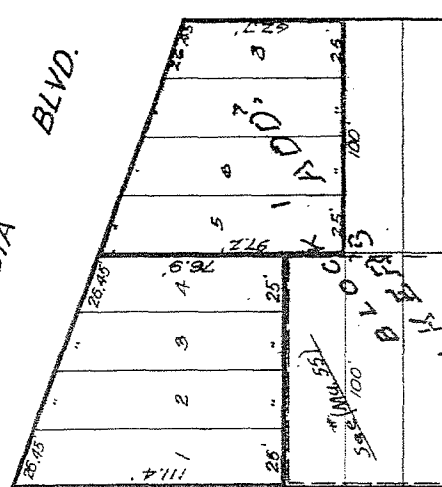
R.R. R/W

O.W. R.R. & N. R.R.

N. COLUMBIA BLVD.

N. PORTSMOUTH AVE. 80'

N. HODGE AVE. 80'



DEED No 290  
 PORTSMOUTH SUB-STATION  
 NORTHWESTERN ELECTRIC COMPANY  
 PORTLAND, OREGON

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
 CHIEF ENGINEER

SCALE 1" = 50'

PNA - 1639

APR 1910  
 DRAWN BY B. H. [Signature]  
 CHECKED BY [Signature]  
 COURTESY OF [Signature]  
 APPROVED BY [Signature]

PROPERTY DESCRIPTION

Multnomah County  
City of Portland  
Operating Lands  
Deed Number 290

Lots 1, 2, 3 and 4, Block 1, Walker's Addition to the City of Portland.

5, 6, 7 and 8

File No. N-0/691  
Deed No. 50B22

Location:  
Portland, Oregon

Used For:  
Substation (Portsmouth)

Record:

Warranty deed executed by Herman Egger & Norman Egger, husband & wife, in favor of Pacific Power & Light Company, November 28, 1956.

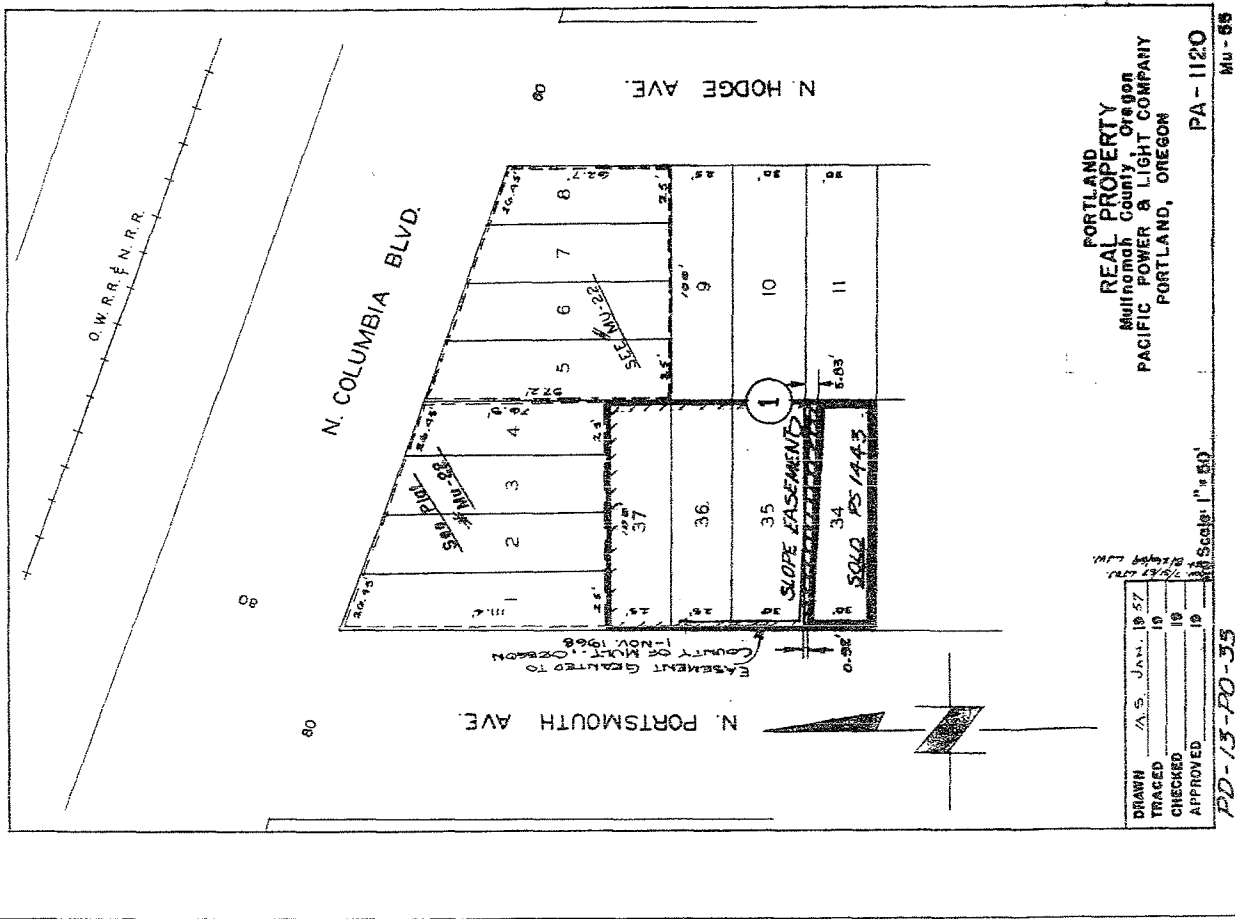
Description:

Block 1, Walker's Addition to Portland, Oregon.  
Lots 34, 35, 36 & 37.

Remarks:

Portion of Lot 34, Block 1, sold to Multnomah County, and remaining portion has slope easement, as described below, granted to Multnomah County: Beginning at the Northwest corner of Lot 34, Block 1 of said "Walker's Addition", thence S. 0° 30' 50" W. along the west line of said Lot 34, 0.92 ft. to a point. Thence S. 86° 42' 10" E. along the north line of the above described parcel of land 100.14 ft. to a point in the east line of said Lot 34. Thence N. 0° 30' 50" E. along said east line 5.83 ft. to the northeast corner of said Lot 34, thence N. 89° 30' 22" W. along the north line of said Lot 34 100.00 feet to the point of beginning of this description. Easement granted to County of Multnomah, Oregon dated November 1, 1968. Described as follows:

Beginning at the intersection point of the east line of the above said Lot 34 with the North right of way line of North Columbia Boulevard, County Road No. 3831; thence North 86° 42' 10" West along said north right of way 100.10 feet to a point in the east right of way line of North Portsmouth Avenue; thence North 0° 30' 50" East along said east right of way line 50.00 feet to a point; thence South 89° 29' 10" West 4.00 feet to a point; thence South 80° 58' 30" West 46.39 feet to a point; thence South 86° 42' 10" West 55.10 feet to a point in the east line of the above said Lot 34; thence South 0° 30' 50" West 4.00 feet to the point of beginning.





*Abstract No. Title Insurance*

*Deed No.*

*Location:*

*Lots 3 and 4, Block 1, McMahoans Addition,  
Portland, Multnomah County, Oregon.*

*Used for:*

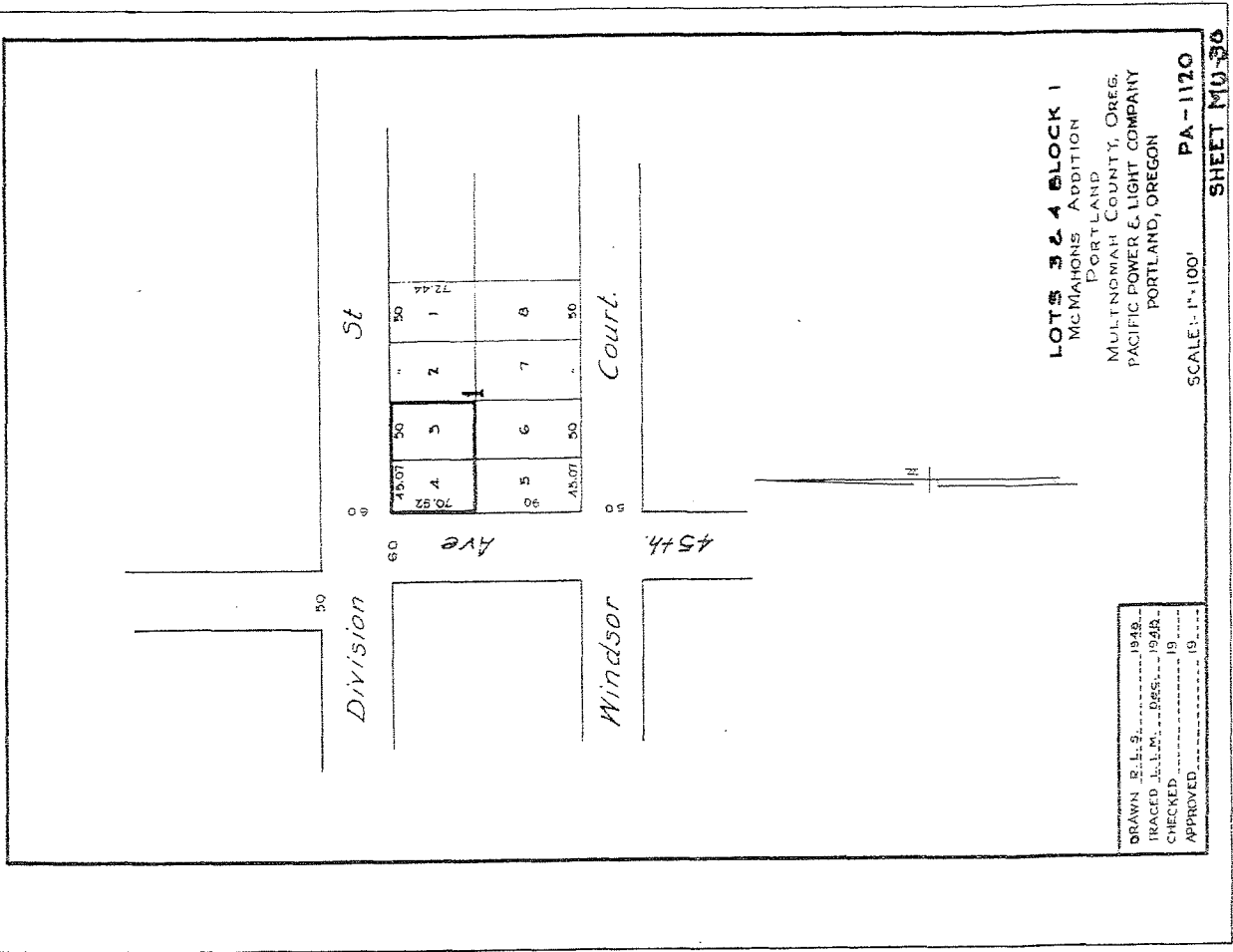
*Division Substation*

*Record:*

*Warranty Deed John A. Clark et ux and Kathleen  
Farrell, unmarried, in favor of R.P. & L. Co.  
June 16, 48, Rec. July 2, 48, Bk. 1275, Pg. 95.*

*Description:*

*Lots 3 and 4, Block 1, McMahoans Addition in  
Portland.*



Abstract No. Title Insurance

Deed No.

Location

Used for  
Glencoe Substation

Record

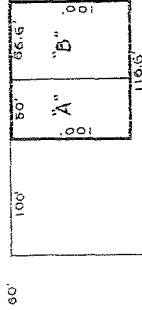
Tract "A" warranty deed, Roy W. Shipley et ux in favor of Pacific Power and Light Company June 24 '48, Rec July 1 '48 Bk 1274 Pg 366. Tract "B" warranty deed, Ogden Marshall et ux to Pacific Power & Light Company June 28 '48, Rec July 1 '48 Bk 1274 Pg 368.

Description

1. Tract "A" Beginning at a point on the south line of East Stark St. 100ft. east of the east line of 49th St.; thence east along the south of said Stark St. 50 feet; thence south parallel to the east line of East 49th St. 100 feet; thence west and parallel to the south line of East Stark St. 50 feet; thence north and parallel to east line of East 49th St. 100 feet to point of beginning.

2. Tract "B" Beginning at a point on the south line of East Stark St. and 150 feet east of the east line of East 49th St.; thence east along the south line of said Stark St. 66.6 feet; thence south and parallel to the east line of East 49th St. 100 feet; thence west and parallel to the south line of said Stark St. 66.6 feet; thence north and parallel to the east line of East 49th St. 100 ft. to point of beginning.

Stark St.



SE 49 Ave

TRACT OF LAND  
NEAR SE 49 AVE. & STARK ST.  
PORTLAND  
MULTNOMAH COUNTY, OREG.  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON

PA-1120  
SHEET MU-31

DRAWN R.L.S. 1948  
TRACED J.H.M. Dec. 1948  
CHECKED 19  
APPROVED 19

SCALE: 1"=100'

Abstract No. Title Insurance

Deed No.

Location:

Block 8, Willbridge in Portland,  
Multnomah County, Oregon

Used for:

Willbridge Substation

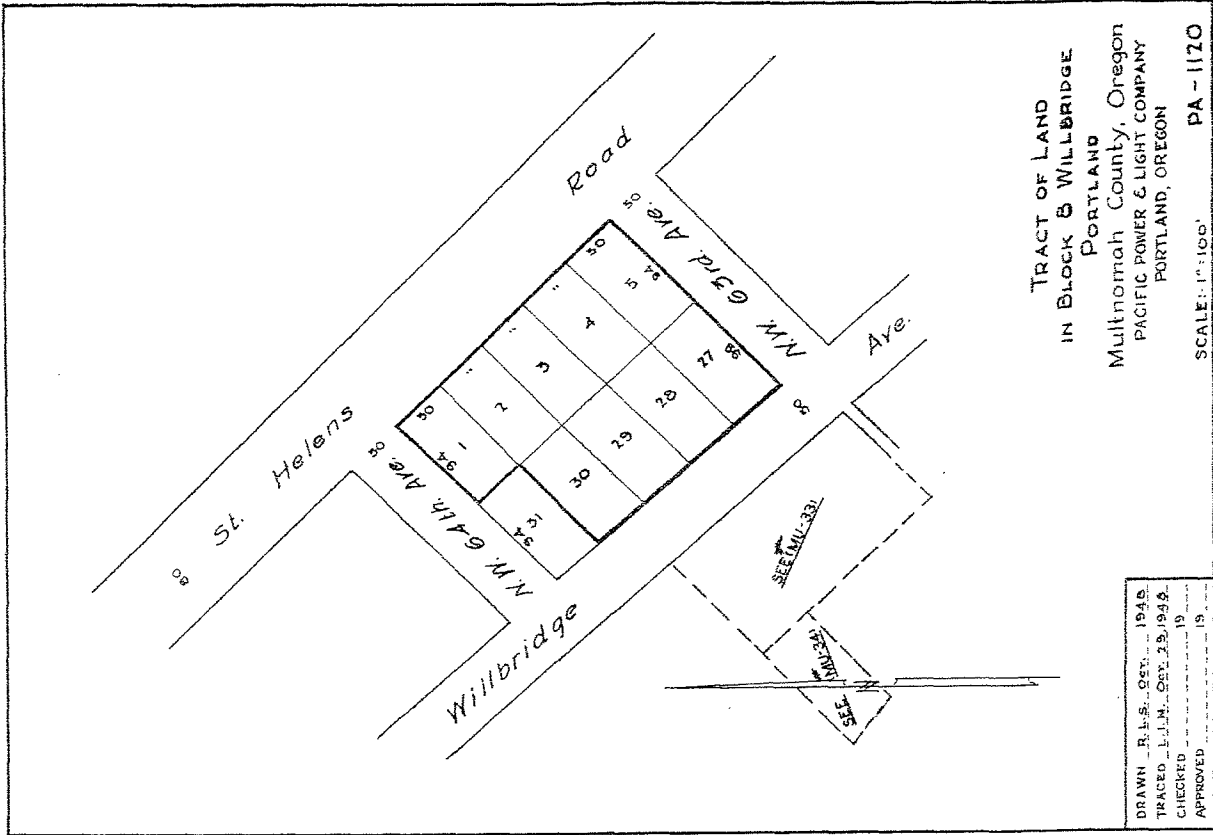
Record:

Lots 1, 2, 3, 4 & 5, warranty deed Julius C. Kaye et ux  
in favor of P.P. & L. Co. Aug. 19, '48, Rec. Aug. 25, '48,  
Bk. 1287, Pg. 71 - Lots 27, 28, 29 & 30, warranty deed  
Gilbert Nord single to P.P. & L. Co. Sept. 10, '48, Rec.  
Sept. 17, '48, Bk. 1292, Pg. 319.

Description:

Lots 1, 2, 3, 4, 5, 27, 28, 29 and 30, Block 8, Willbridge  
in City of Portland.

Remarks:



DRAWN	R.L.S., ORE.	1948
TRACED	L.L.M., ORE.	1949
CHECKED	L.L.M., ORE.	1949
APPROVED	L.L.M., ORE.	1949

TRACT OF LAND  
IN BLOCK 8, WILLBRIDGE  
PORTLAND  
Multnomah County, Oregon  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON  
SCALE: 1" = 100'  
PA - 1170  
SHEET NO. 32

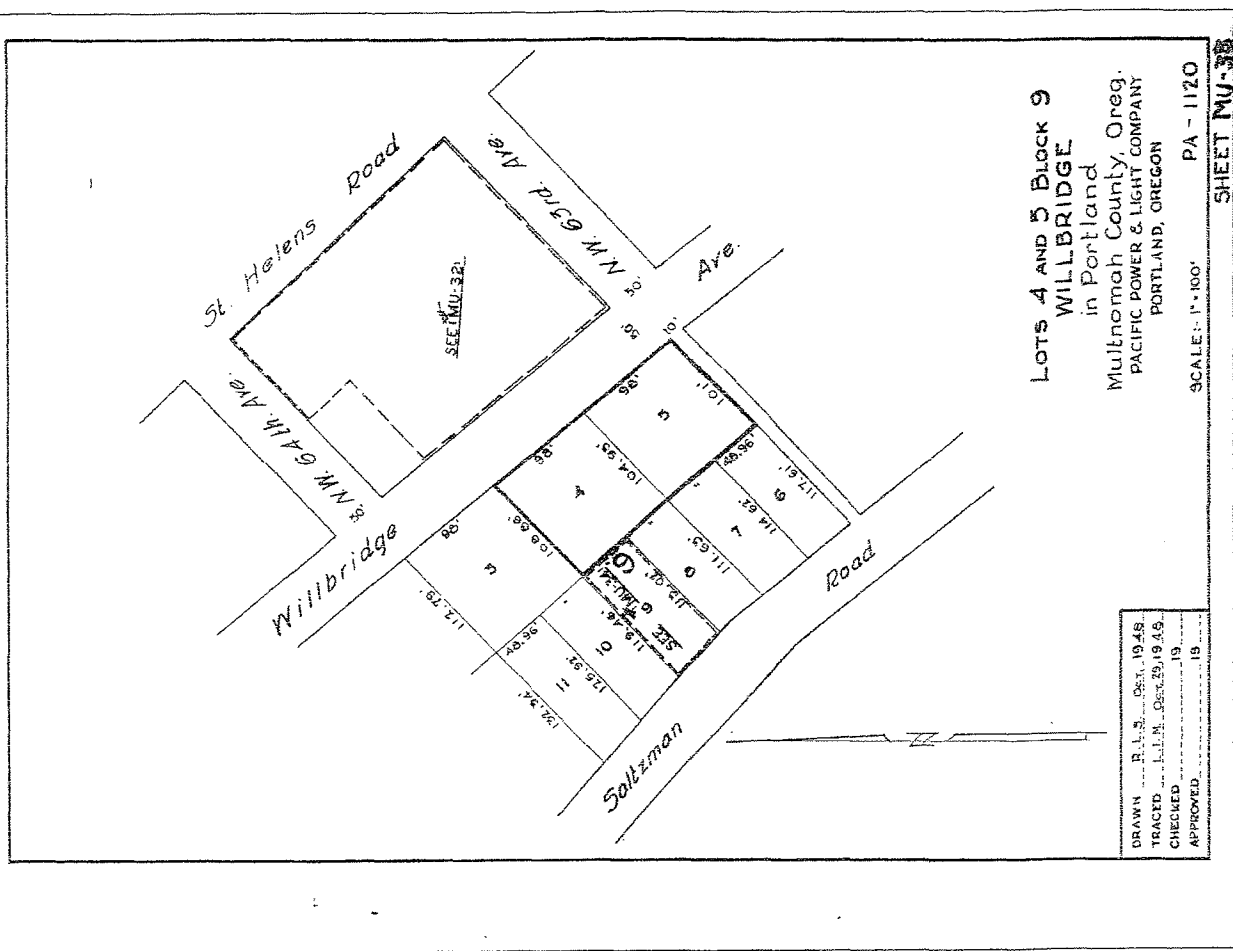
Abstract No. Title Insurance  
Deed No.

Location  
Block 9, Willbridge, Portland, Multnomah County,  
Oregon.

Used for

Record  
Gorgain and Sale Deed, Multnomah County, in favor  
of Pacific Power & Light Company, Oct. 14 '48. Rec.  
Nov. 15 '48, Bk. 1304 Pg. 157.

Description  
Lots 4 and 5, Block 9 Willbridge, within the  
corporate limits of the city of Portland.



LOTS 4 AND 5 BLOCK 9  
WILLBRIDGE  
in Portland  
Multnomah County, Oreg.  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON

DRAWN ... R. J. ... Dec. 19 48  
TRACED ... L. M. ... Oct. 29 48 A.S.  
CHECKED ... L. M. ... Oct. 29 48  
APPROVED ... L. M. ... Oct. 29 48

SCALE: 1" = 100'  
PA - 1120  
SHEET MU-32

Abstract No. Title Insurance

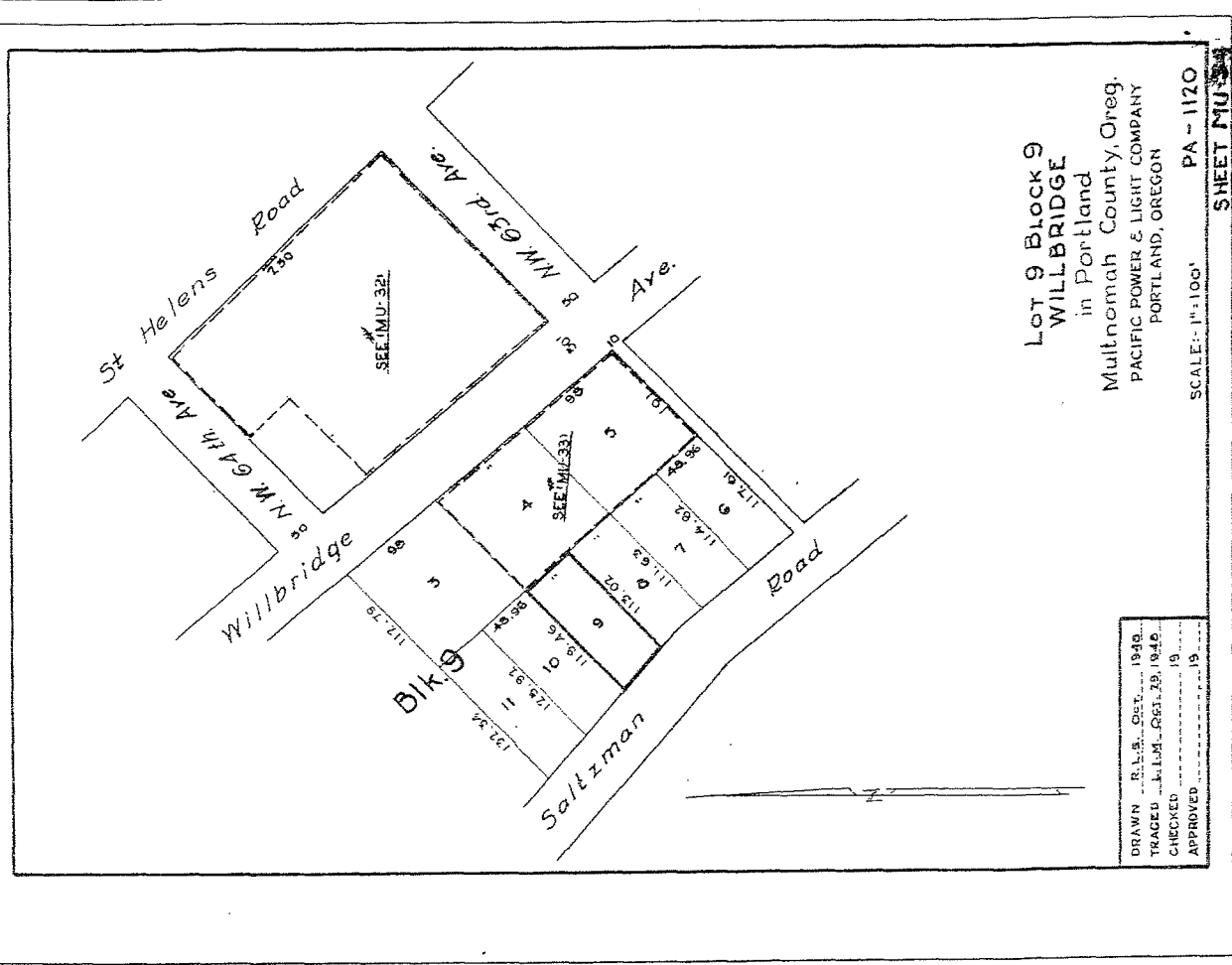
Deed No.

Location  
Block 9 Willbridge, an addition in the City of Portland,  
Multnomah Co., Oregon.

Used for  
Transmission line right of way

Record  
Warranty deed executed by Florence A. Clement, unmarried,  
in favor of Pacific Power & Light Company, Oct. 25, 1948;  
Rec. Oct. 28, '48, Bk. 1301 Pg. 128. - Quitclaim deed from  
Byron C. Clement, unmarried, in favor of P. P. & L. Co., Oct.  
25, '48, Rec. Oct. 28, '48 Bk. 1301 Pg. 129.

Description  
Lot 9 Block 9, Willbridge, according to the duly recorded  
plat thereof.



Lot 9 Block 9  
WILLBRIDGE  
in Portland  
Multnomah County, Oreg.  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON

SCALE: 1"=100'  
PA - 1120  
SHEET MU 34

DRAWN	E. L. S.	OCT. 1948
TRACED	M. L. M.	OCT. 25, 1948
CHECKED		19
APPROVED		19

Abstract No. Title Insurance

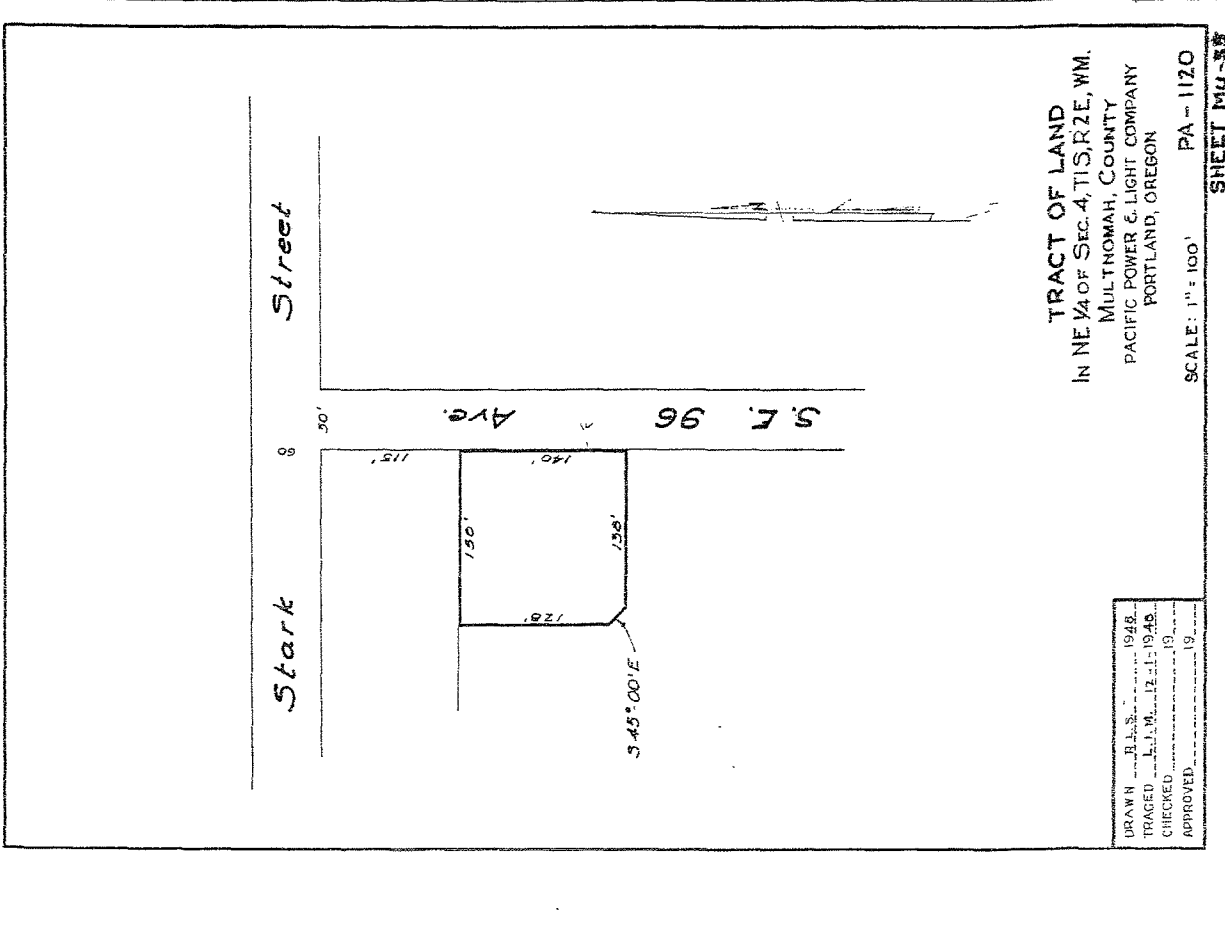
Deed No. \_\_\_\_\_

Location  
NE 1/4 of section 4, T1S, R2E, W1M, Multnomah  
County, Oregon.

Used for  
Montavilla substation

Record  
Warranty deed executed by James S. Walters et ux  
and Verle E. Walters et ux, in favor of Pacific Power  
& Light Company Oct. 1 '48, Rec. Oct. 7, '48, Bk 1296  
Pg 552

Description  
Beginning at the intersection of the south line of SE  
Stark St. with the west line of SE 96th Ave; thence south  
along the west line of SE 96th Ave 115 ft to an iron pipe  
which is the point of beginning of the tract to be  
described herein; thence west 150 ft to an iron pipe; thence  
south 120 ft; thence S45°00'E 16.97 ft to a point; thence  
east 150 ft to the west line of SE 96th Ave; thence north  
140 ft to point of beginning.



Abstract No. Title Insurance

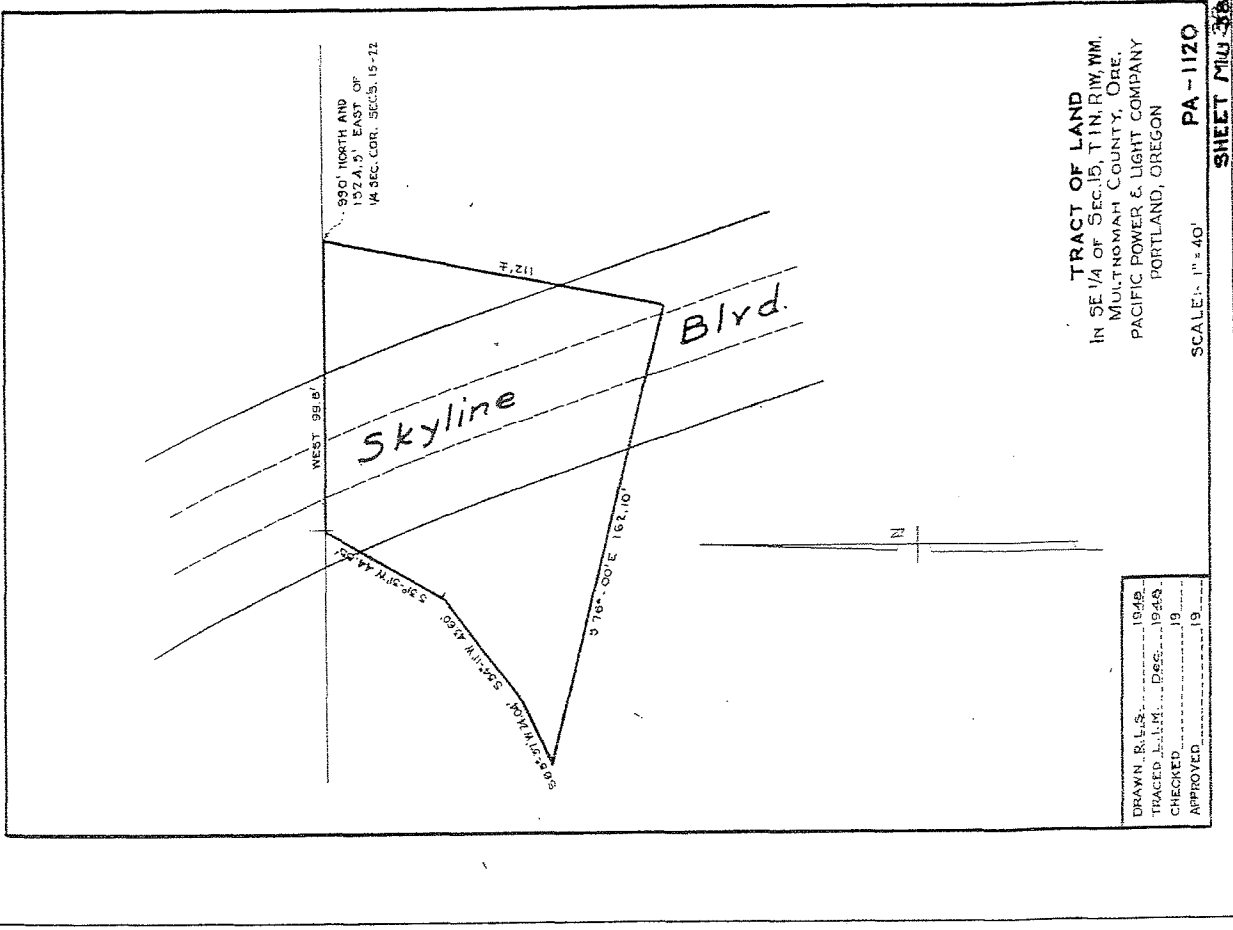
Deed No. \_\_\_\_\_

Location  
SE 1/4 of section 15, T1N, R1W, WM, Multnomah County,  
Oregon.

Used for  
Transmission line right of way

Record  
Bargain and Sale deed executed by Multnomah County  
in favor of Pacific Power & Light Company, Oct 21, 1948;  
Rec. Nov 8 '48 Bk 1303 Pg 102.

Description  
Beginning in the west line of County road No 716 1/2, 990 feet  
north and 1524.5 ft east of the 14 section corner on the south  
line of Sec. 15, T1N, R1W, WM; thence west 99.8 ft parallel  
to the south line of said section 15; thence S31°-31'W  
44.85 ft; thence S54°-11'W 43.60 ft; thence S65°-57'W 24.04 ft;  
thence S76°-00'E 162.10 ft to the west line of said county  
road No 716 1/2; thence north 112 ft along said west line  
to place of beginning; excepting that portion thereof  
taken for the relocation of Skyline Road No 1295



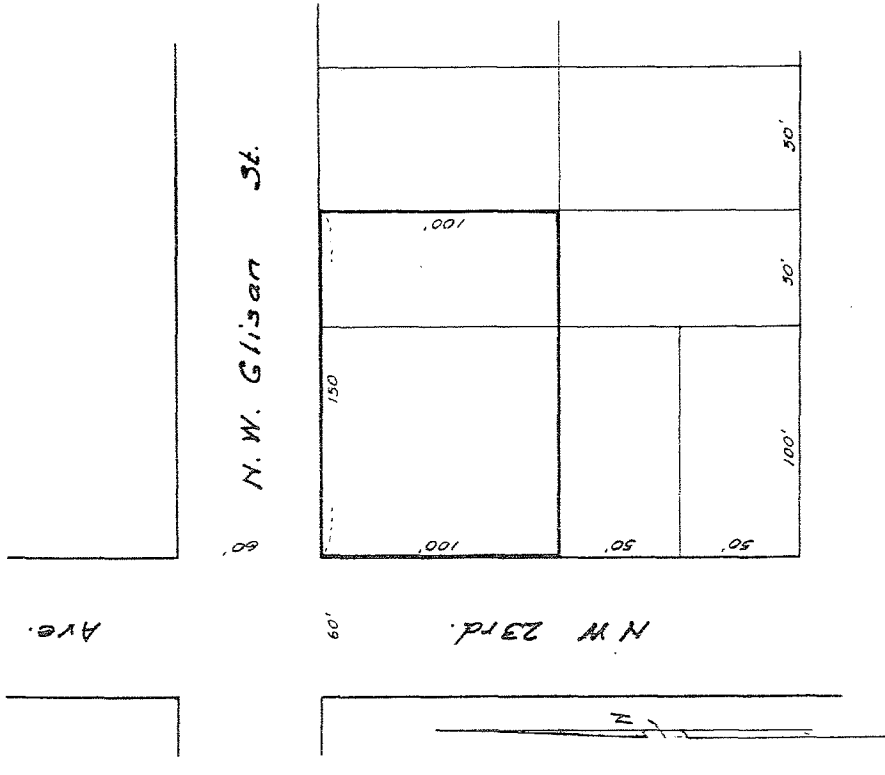
Abstract No. \_\_\_\_\_  
Deed No. \_\_\_\_\_

Location  
In Block 22 King's 2ed Add. and Block 2 Meads  
Add. to Portland, Multnomah Co., Oregon.

Used for  
Glisan Substation

Record  
Warrenby deed, Julius C. Friendly, an unmarried  
man to Pacific Power & Light Company, March  
20, 1950, Rec. March 20, 1950, Bk 1392 Pg. 1

Description  
Beginning at the intersection of the south line of  
NW Glisan St with the east line of NW 23rd Ave;  
thence east along the south line of NW Glisan St  
150 ft. to the northwest corner of that certain tract  
of land conveyed to Alfred C.F. Burkhardt by deed  
recorded Nov. 22, 1906 in Bk 375 Pg 335; thence  
south along the west line of the Alfred C.F.  
Burkhardt tract, 100 ft to the south line of that  
certain tract of land conveyed to Gustav  
Burkhardt and Alfred C. Burkhardt by deed  
recorded June 5, 1897 in Bk 242, Pg 130; thence  
west along the south line of the Gustav  
Burkhardt and Alfred C. Burkhardt tract 150  
feet to the east line of NW 23rd Ave; thence  
north along the east line of NW 23rd Ave,  
100 ft to point of beginning.



**TRACT OF LAND**  
Blk 22 King's 2ed Add. and  
Blk 2 Meads Addition to  
Portland  
Multnomah, County, Oregon  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON

DRAWN R.L.S. OCT. 19 50  
TRACED L.I.M. NOV. 19 50  
CHECKED \_\_\_\_\_ 19  
APPROVED \_\_\_\_\_ 19

SCALE: 1" = 90'  
PA - 1120  
SHEET - MU 39



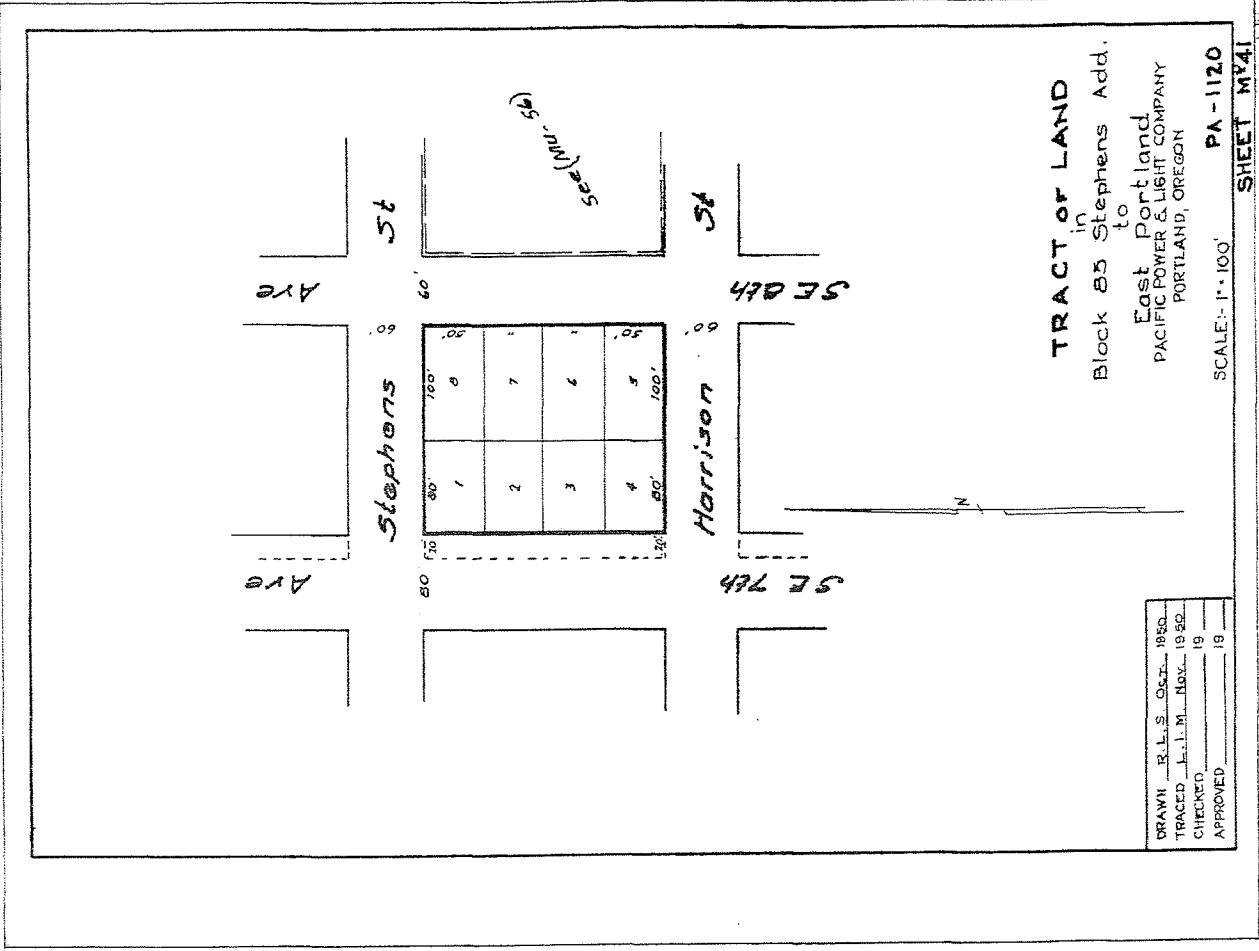
Abstract No. \_\_\_\_\_  
 Deed No. \_\_\_\_\_

Location  
 Block 85 Stephens Addition to East Portland,  
 Multnomah County, Oregon.

Used for

Record  
 Warranty deed, Standard Supply Company to  
 Pacific Power & Light Company, Aug. 18 '50  
 Rec. Aug. 21, '50 Bk. 1487, Pg. 37.

Description  
 All of Block 85 Stephens Addition to East  
 Portland, except the westerly 20ft taken for  
 the widening of SE 7th. Ave



DRAWN R.L.S. OCT., 1950  
 TRACED L.L.M. Nov., 1950  
 CHECKED \_\_\_\_\_ 19\_\_\_\_  
 APPROVED \_\_\_\_\_ 19\_\_\_\_

SCALE: 1" = 100'  
 PA-1120  
 SHEET M41

FILE # NO/  
 DEED # 2024-501

**LOCATION:**

Sec. 8 T. 1 S. R. 2 E. W.M.

**PURPOSE:**

Helgate Substation Site.

**RECORD:**

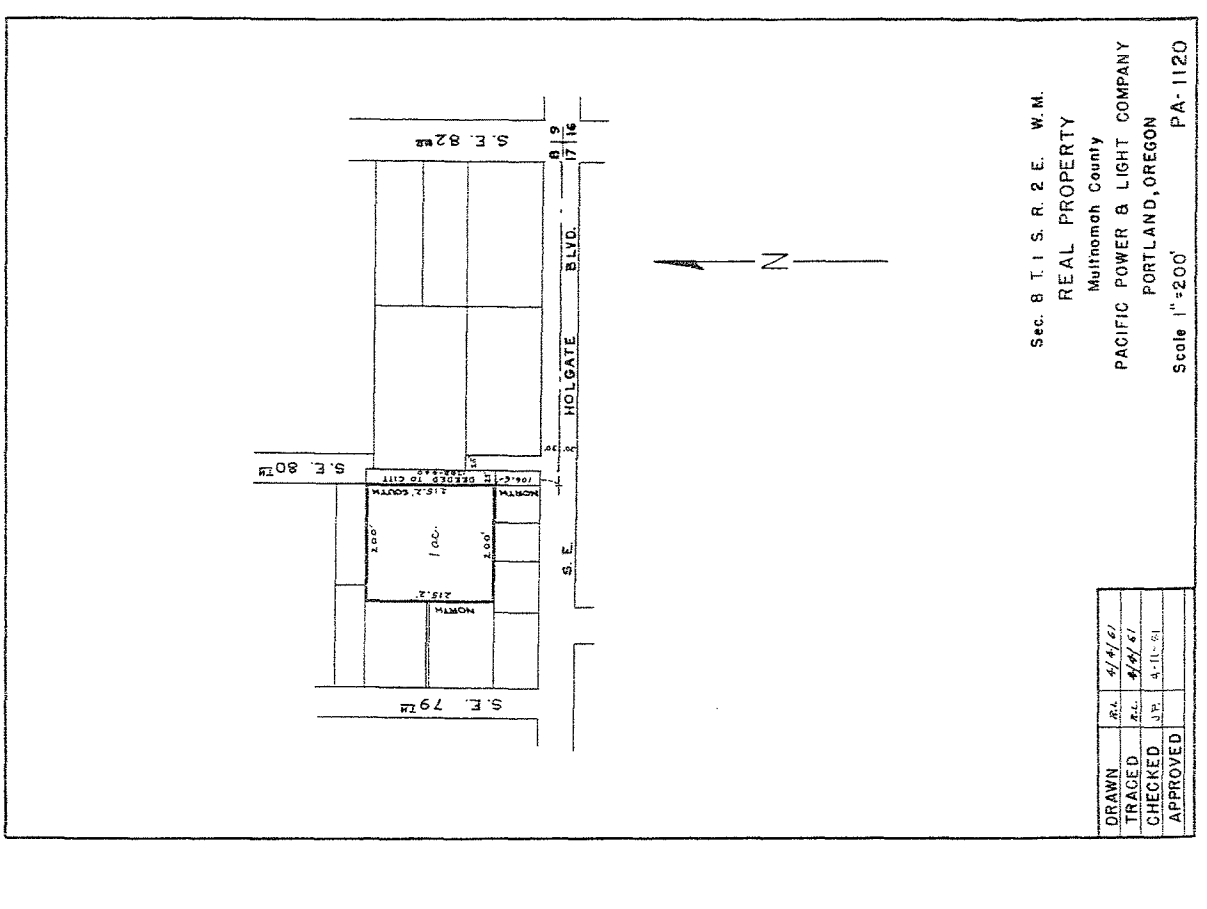
Warranty deed executed by Morris Wilmarth & Elsie L. Wilmarth, husband and wife, in favor of Pacific Power and Light Co., August 22, 1960 and recorded in book 2024 Page 581 August 23, 1960.

**DESCRIPTION:**

A tract of land in Section 8, Township 1 South, Range 2 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the west line of the tract of land conveyed to the City of Portland for street purposes by deed recorded March 1, 1955, in Book 1708 Page 460, Deed Records, which is 106.6 feet North of the South line of said Section 8; thence West parallel with the south section line 200 feet; thence north parallel with the east section line 215.2 feet to the south line of the tract of land conveyed to William Foss by deed recorded December 19, 1909 in Book 477 Page 256, Deed Records; thence east along the south line of said Foss tract 200 feet to the West line of the above described street tract; thence south along said west street tract line 215.2 feet to the place of beginning.

**REMARKS:**



Sec. 8 T. 1 S. R. 2 E. W.M.  
 REAL PROPERTY  
 Multnomah County  
 PACIFIC POWER & LIGHT COMPANY  
 PORTLAND, OREGON  
 Scale 1"=200'  
 PA-1120

DRAWN	R.L.	4/14/61
TRACED	R.L.	4/14/61
CHECKED	J.P.	4-11-61
APPROVED		

FILE # NO/  
DEED # 2031-336

LOCATION:

Section 13 T. 1 N. R. 1 W. W.M.

PURPOSE:

Transmission R/W F.G.E. - Veunsait Line.

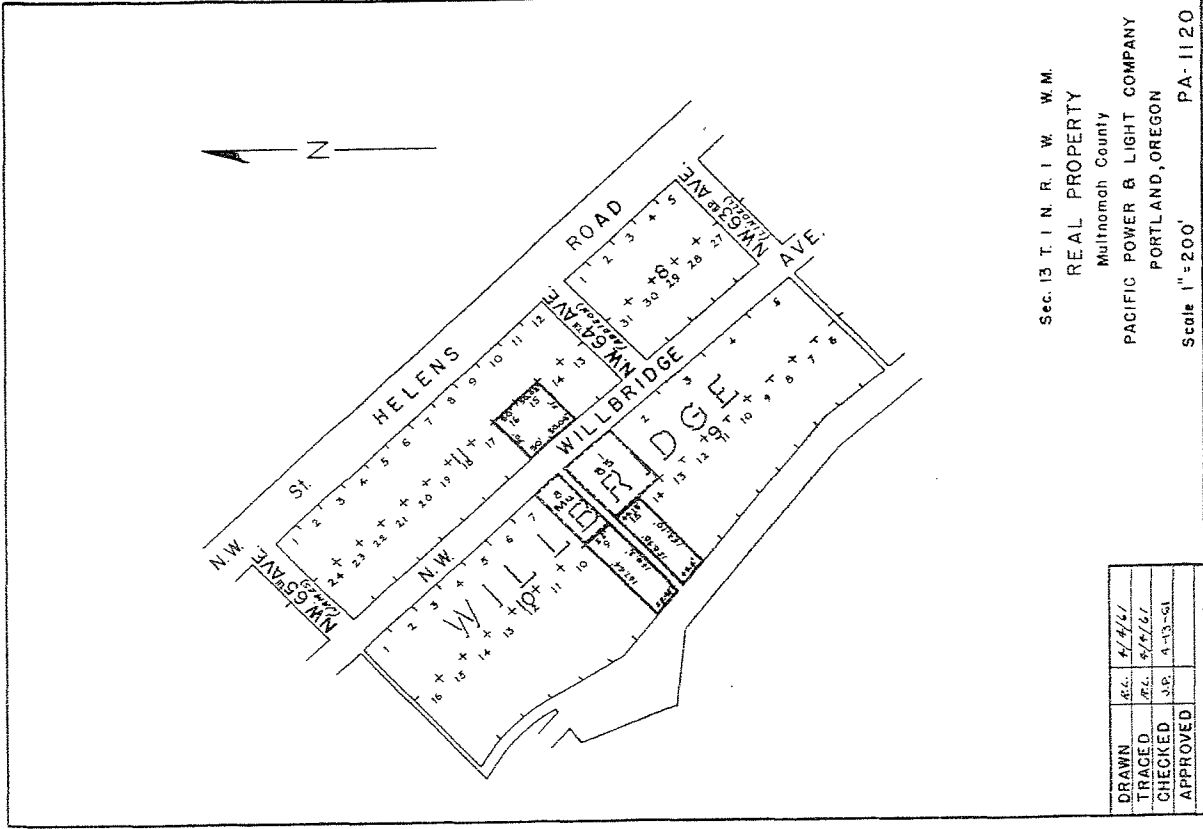
RECORD:

Bargain & Sale deed executed by Multnomah County in favor of Pacific Power & Light Co. September 7, 1960 and Recorded in Book 2031 Page 336 October 5, 1960.

DESCRIPTION:

Lot 15, Block 9, Lot 9, Block 10, Lots 15 and 16, Block 11, Hillbridge, in the City of Portland, County of Multnomah and State of Oregon.

REMARKS:



FILE # NO/  
 DEED # 2027-46

**LOCATION:**

Sec. 13 T. 1N. R. 1 W. W.M.

**PURPOSE:**

Transmission Line R/W P.G.E. Pensalt Line.

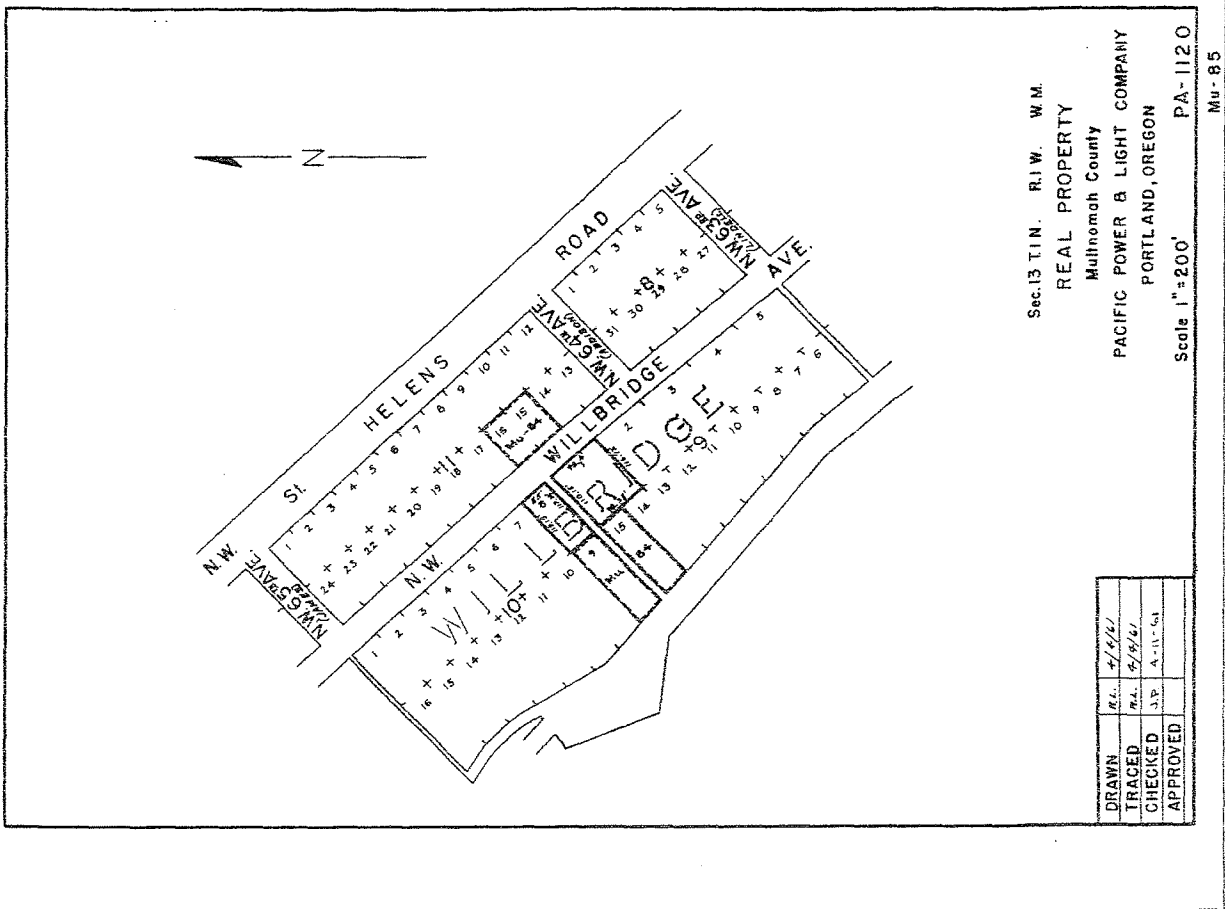
**RECORD:**

Warranty deed executed by Mabel E. Shuck, a single person, in favor of Pacific Power & Light Co. September 1, 1960 and recorded in Book 2027 Page 46 September 7, 1960.

**DESCRIPTION:**

Lot one (1) in Block nine (9) and Lot eight (8) in Block ten (10), WILLBRIDGE, in the City of Portland, County of Multnomah and State of Oregon.

**REMARKS:**



Sec. 13 T. 1N. R. 1 W. W.M.  
 REAL PROPERTY  
 Multnomah County  
 PACIFIC POWER & LIGHT COMPANY  
 PORTLAND, OREGON  
 Scale 1" = 200'  
 PA-1120  
 MU-85

DRAWN	R.L.	7/14/61
TRACED	M.L.	5/14/61
CHECKED	J.P.	4-11-61
APPROVED		

FILE # 31  
 DEED # 1996-562

**LOCATION:**

Sec. 1 T. 1S. R. 1E. ...

**PURPOSE:**

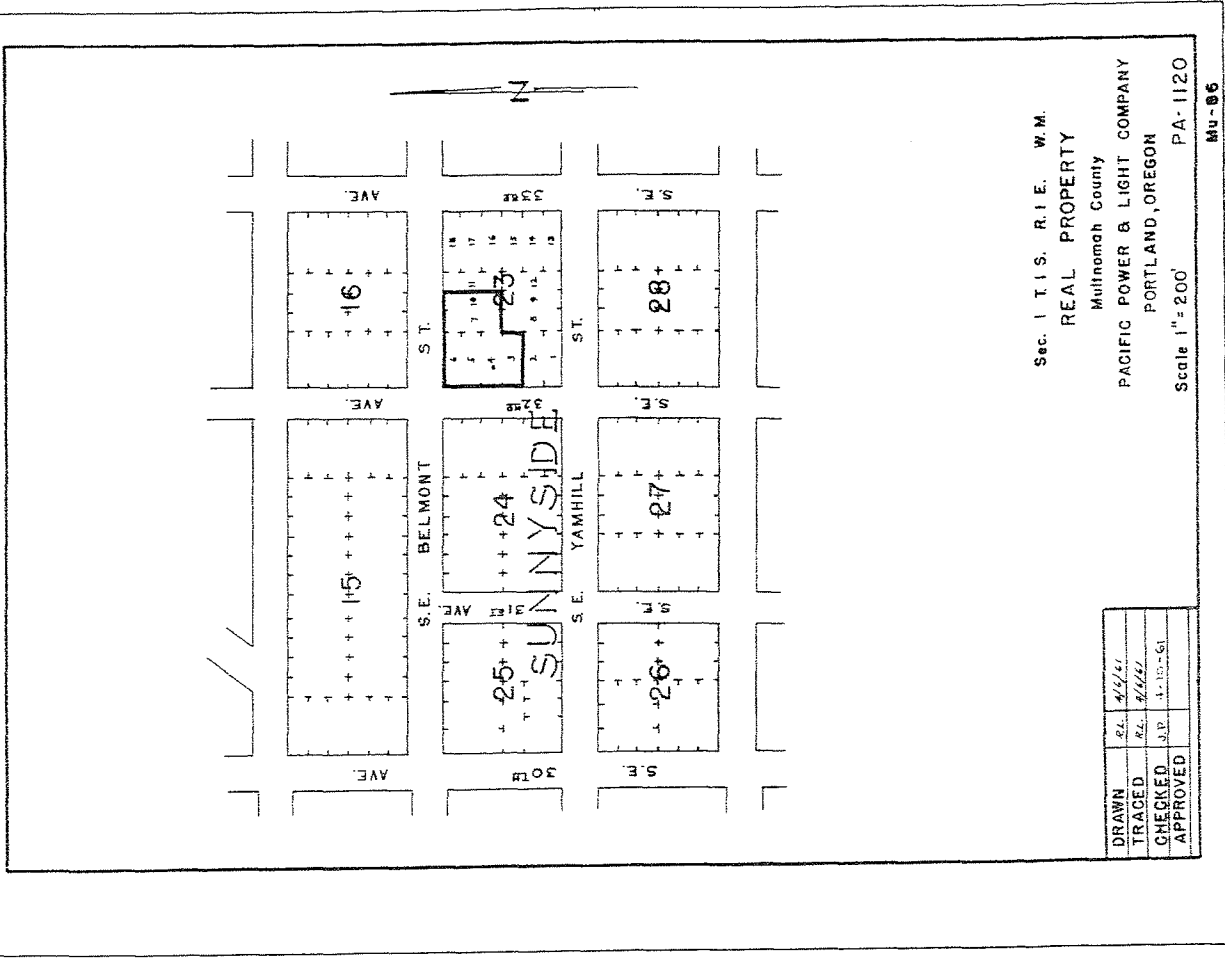
Yamhill Substation

**RECORD:**

Warranty deed executed by United Metal Trades Association in favor of Pacific Power & Light Co., February 16, 1960 and recorded in Book 1996 Page 562, February 23, 1960.

**DESCRIPTION:**

Lots Three (3), four (4), five (5), six (6) seven (7) and ten (10), in Block twenty-three (23), SUNNYSIDE, in the City of Portland, county and state aforesaid.



DRAWN	REL.	4/1/61
TRACED	REL.	3/1/61
CHECKED	J.P.	4-15-61
APPROVED		

Sec. 1 T. 1S. R. 1E. W.M.  
**REAL PROPERTY**  
 Multnomah County  
**PACIFIC POWER & LIGHT COMPANY**  
 PORTLAND, OREGON  
 Scale 1" = 200'  
 PA-1120  
 Mu-86

FILE NO. NO/925 (Ref. NO/906)

DEED NO. 2043-93

LOCATION:

Sec. 8 T 1 S R 2 E W.M.

PURPOSE:

Holgate Substation.

RECORD:

Warranty deed executed by Morris Wilmarth and Elsie L. Wilmarth, husband and wife, in favor of Pacific Power & Light Company, January 3, 1961 and recorded January 4, 1961 in book 2043, page 93.

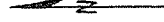
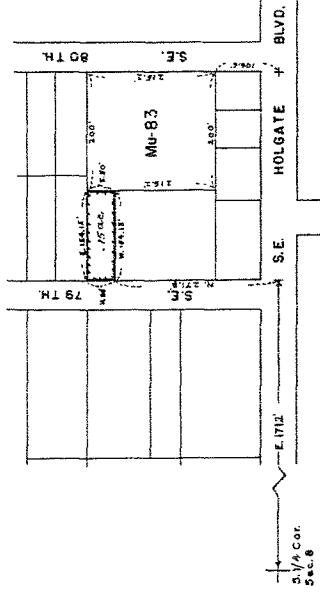
DESCRIPTION:

The following described property in the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point that is 1712 feet East and 871.8 feet North of the South quarter corner of Section 8, Township 1 South, Range 2 East of the Willamette Meridian; thence North 99 feet; thence East 154.15 feet, more or less, to the Northwest corner of a tract of land conveyed to Pacific Power & Light Company, by deed recorded August 23, 1960 in Book 2024 page 561, Deed Records; thence South 50 feet; thence West 154.15 feet, more or less, to the point of beginning.

REMARKS:

This property is contiguous to property purchased 22 August 60 from the same grantor - (60-18). File NO/906, Plat MU-83.



Sec. 8 T 1 S. R. 2 E. W. M.  
REAL PROPERTY  
Multnomah County, Ore.  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON

Scale 1"=200'

Mu-87

DRAWN	R.L.	9/29/61
TRACED	R.L.	9/29/61
CHECKED	Ch.	10-13-61
APPROVED	W.M.	11-12-61

**Abstract No. Z10**

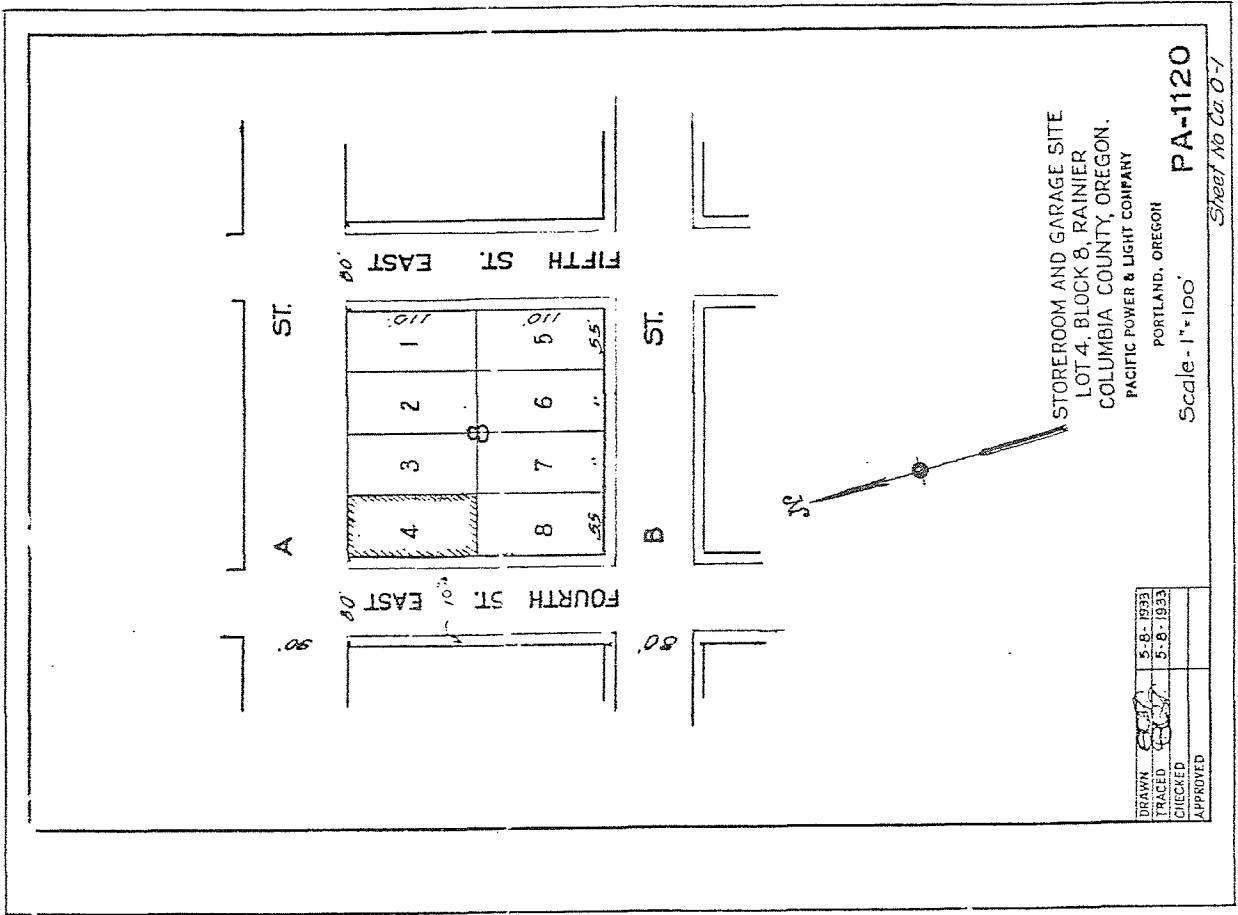
**Location :-**  
 Lot 4, Block 8, Town of Rainier, Cloumbia County, Oregon.

**Used for :-**  
 Storeroom and Garage.

**Record :-**  
 Warranty deed executed by State Bank of Rainier in favor of Rainier Electric Company, Nov. 26, 1907, Recorded Dec. 10, 1907 in Book 10, Page 200, Conveying south 45 ft. of said Lot 4. Quit claim deed executed by Alexander Sweek in favor of Rainier Electric Company, Nov. 5, 1909, Recorded Jan. 20, 1911 in Book 15, Page 160, Conveying north 65 ft. of said Lot 4 ; - Rainier Electric Company to Washington-Oregon Corporation. April 1, 1911, Recorded May 4, 1911 in Book 15, Page 377 :- Charles O. Bates and Elmer M. Haydin, receivers, to North Coast Power Company, Nov. 10, 1915, Recorded Nov. 27, 1915 in Book 22, Page 441, North Coast Power Company to Puget Sound Power & Light Company, May 29, 1924, Recorded June 11, 1924 in Book 37 Page 179, Puget Sound Power & Light Company to Inland Power & Light Company, Apr. 7, 1926, Recorded July 3, 1926 in Book 41, Page 549, Inland Power & Light Company to Pacific Power & Light Company, July 18, 1930, Recorded July 23, 1930 in Book 51, Page 175.

**Description :-**  
 Lot 4, Block 8, Town of Rainier, Oregon according to the recorded plat thereof on file and of record in the office of the Clerk of Columbia County.

**Remarks :-**



DRAWN	5-8-1933
TRACED	5-8-1933
CHECKED	
APPROVED	

Sheet No. C-10-7

FILE # NO/1051

DEED # 151/229

**LOCATION:**

Sec. 16, T. 7 N., R. 2 W., W.M., Rainier, Columbia County, Oregon

**USED FOR:**

**RECORD:**

Bargain and Sale Deed executed by Frank D. Hartwick and Earma R. Hartwick, husband and wife, in favor of Pacific Power & Light Company, a Maine corporation. Deed dated January 25, 1963, recorded March 6, 1963. Book 151, Page 229.

**DESCRIPTION:**

The North 100 feet of even width of Lot 3, Block 8, City of Rainier.

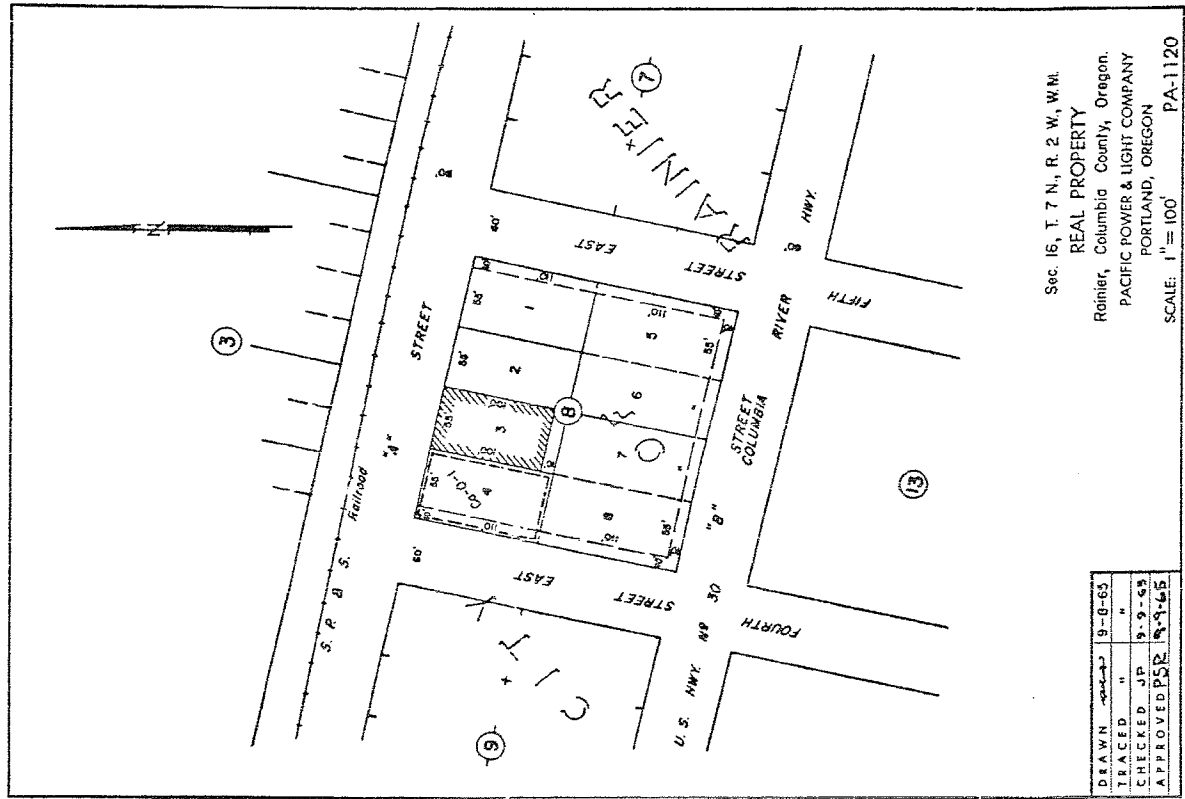
**REMARKS:**

Indenture made this 20th day of February A.D., 1963 by and between the County of Columbia, State of Oregon, a political subdivision of the State of Oregon by and through its County Court consisting of Jean W. Whipple, Louis J. Wesser and O.D. Clark its County Judge and County Commissioners, as party of the first part and Pacific Power & Light Company, a Maine Corporation, party of the second part, Witnesseth: whereas, the County Court of the State of Oregon for Columbia County, in pursuance of the powers vested in it by virtue of O.R.S. 275.090 has this day duly made an order authorizing and directing said Columbia County, Oregon, to sell the real property herein above described to said Pacific Power & Light Company.

The said County Court pursuant to said order and for and in consideration of the premises set forth therein, has remised, quitclaimed, and released, and by their presents does remise, release and forever quitclaim unto said Pacific Power & Light Company, and to their heirs and assigns all its right, title and interest in and to the above described property.

This Deed is given for the sole purpose of removing any cloud on the title to the above described property that may be in existence due to any purported title claimed by Columbia County.

Attested to by Hon. A. Nelson, County Clerk, February 26, 1963, recorded March 6, 1963. Book 151, Page 230.



Sec. 16, T. 7 N., R. 2 W., W.M.  
REAL PROPERTY  
Rainier, Columbia County, Oregon.  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON  
SCALE: 1" = 100' PA-1120  
Co-0-7

DRAWN	9-8-65
TRACED	"
CHECKED	JP 9-9-65
APPROVED	PSR 9-9-65



Abstract No. Title Insurance

Location :-

Sec. 23, T.7 N. R.2 W. W.M. Columbia County, Oregon.

Used for :-

Substation

Record :-

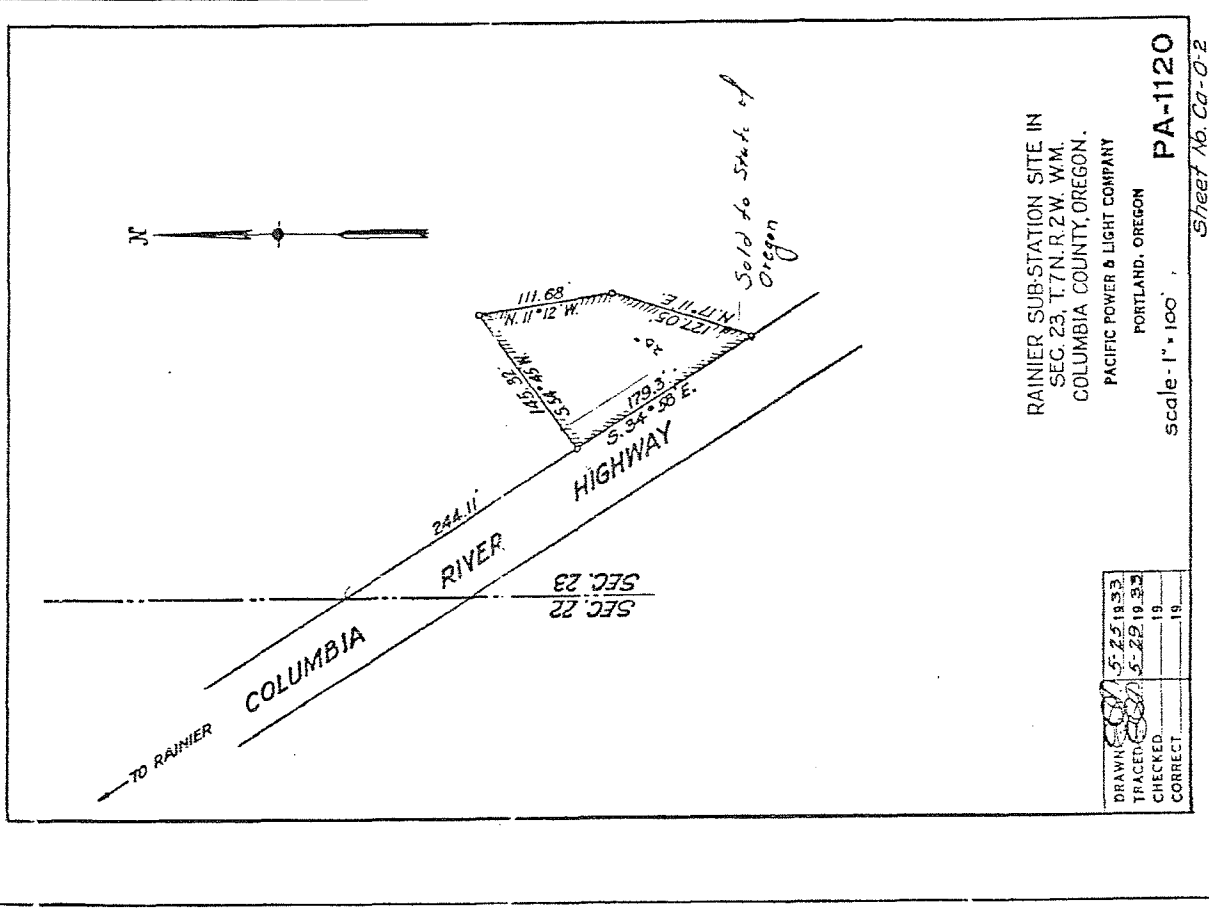
Warranty deed executed by J.B.E. Bourne, Single, in favor of Northwestern Electric Company, Sept. 18, 1929. Recorded Sept. 20, 1929, in Book 49, Page 21. - Northwestern Electric Company to Inland Power & Light Company. June 16, 1930. - Recorded June 26, 1930 in Book 76, Page 51. - Inland Power & Light Company to Pacific Power & Light Company, July 18, 1930. - Recorded July 29, 1930 in Book 51, Page 175.

Description :-

Beginning at a point on the northeasterly edge of the Columbia River Highway which is S. 34° 58' E. 244.11 Ft from the intersection of the northeasterly line of the right of way of said highway with the west line of Sec. 23, T.7 N. R.2 W. W.M.; thence S. 34° 58' E. along said northeasterly line of said highway 179.9 Ft.; thence N. 17° 11' E. 127.05 Ft.; thence N. 11° 12' W. 111.68 Ft.; thence S. 54° 45' W. 145.32 Ft. to point of beginning.

Remarks :-

was correct strip  
Sold to State of Oregon for project  
sold file No 283



Abstract No. Title Insurance

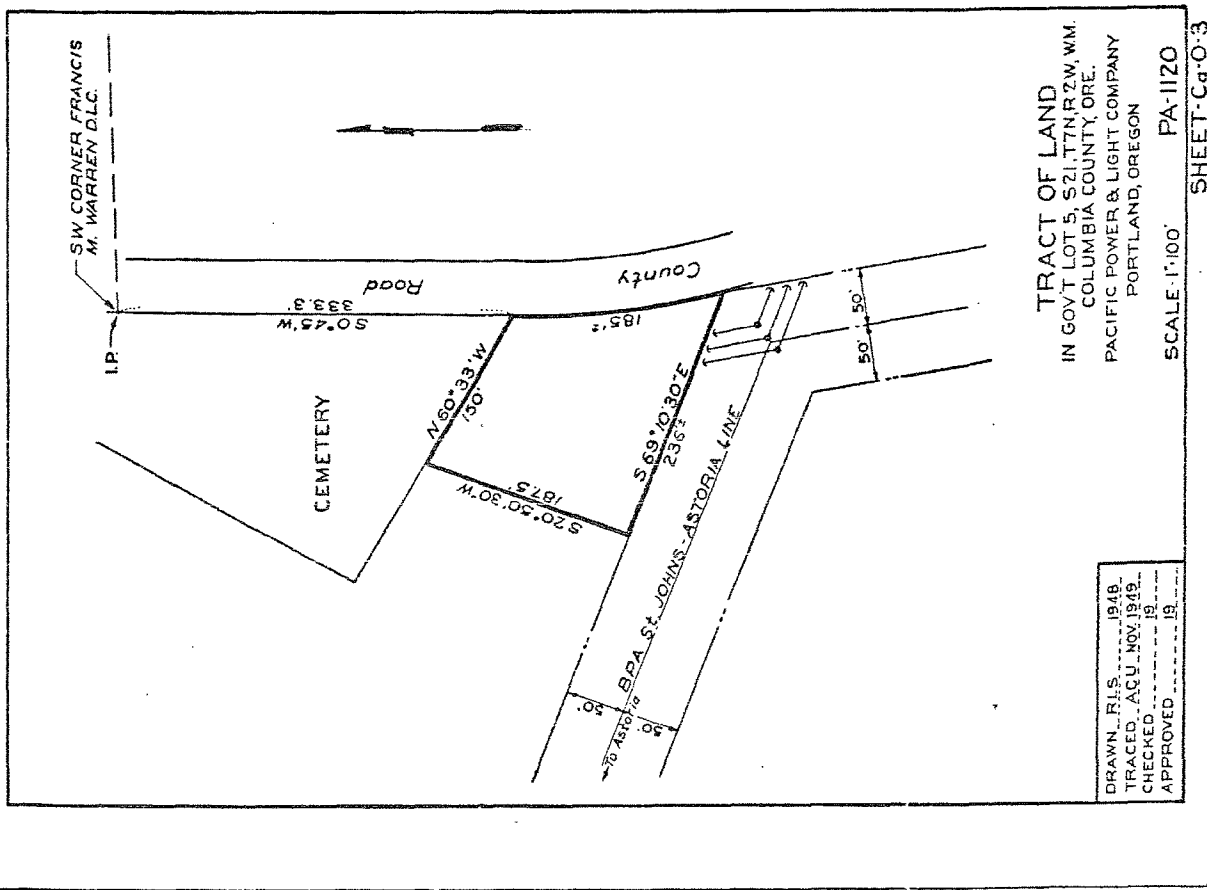
Deed No. V-0/23

Location:  
Lot 5, Section 21, T7N, R2W, W.M., Columbia  
County, Oregon.

Used for:  
Rainier Substation

Record:  
Warranty Deed executed by Arthur C. Edmison  
et ux in favor of Pacific Power & Light Co.,  
June 23, 1948, Rec. July 13, 1948, Bk. 100,  
Pg. 348.

Description:  
Beginning at the southwest corner of the Francis M.  
Warren, DLC; thence  $50^{\circ}45'W$  33.33 ft. to an iron  
pipe in the westerly line of County Road, the true point  
of beginning of the land to be conveyed herein; thence  
 $N.60^{\circ}33'W$  150 ft., thence  $S.20^{\circ}50'30''W$  at right angles  
to the Bonneville Power Administration Right of Way  
187.5 ft. more or less, to the northerly boundary of  
Bonneville Power Administration's 100 ft. right of way;  
thence  $S.69^{\circ}09'30''E$  along said right of way and an  
extension thereof to the westerly line of County Road;  
thence northerly following the westerly line of said  
County Road to the true point of beginning.



DRAWN...R.I.S. ....1948.  
TRACED...ACU...NOV. 1949.  
CHECKED... ..19 ..  
APPROVED... ..19 ..

TRACT OF LAND  
IN GOVT LOT 5, S21, T7NR2W, WM.  
COLUMBIA COUNTY, ORE.  
PACIFIC POWER & LIGHT COMPANY  
PORTLAND, OREGON  
SCALE: 1"=100' PA-1120  
SHEET-Cg-O-3

FILE # V2F/482  
DEED # 112-692

LOCATION:

NE 1/4 Sec. 21 T. 7 N. R. 2 W. W. M.

USED FOR:

Rainier, Oregon Substation

RECORD:

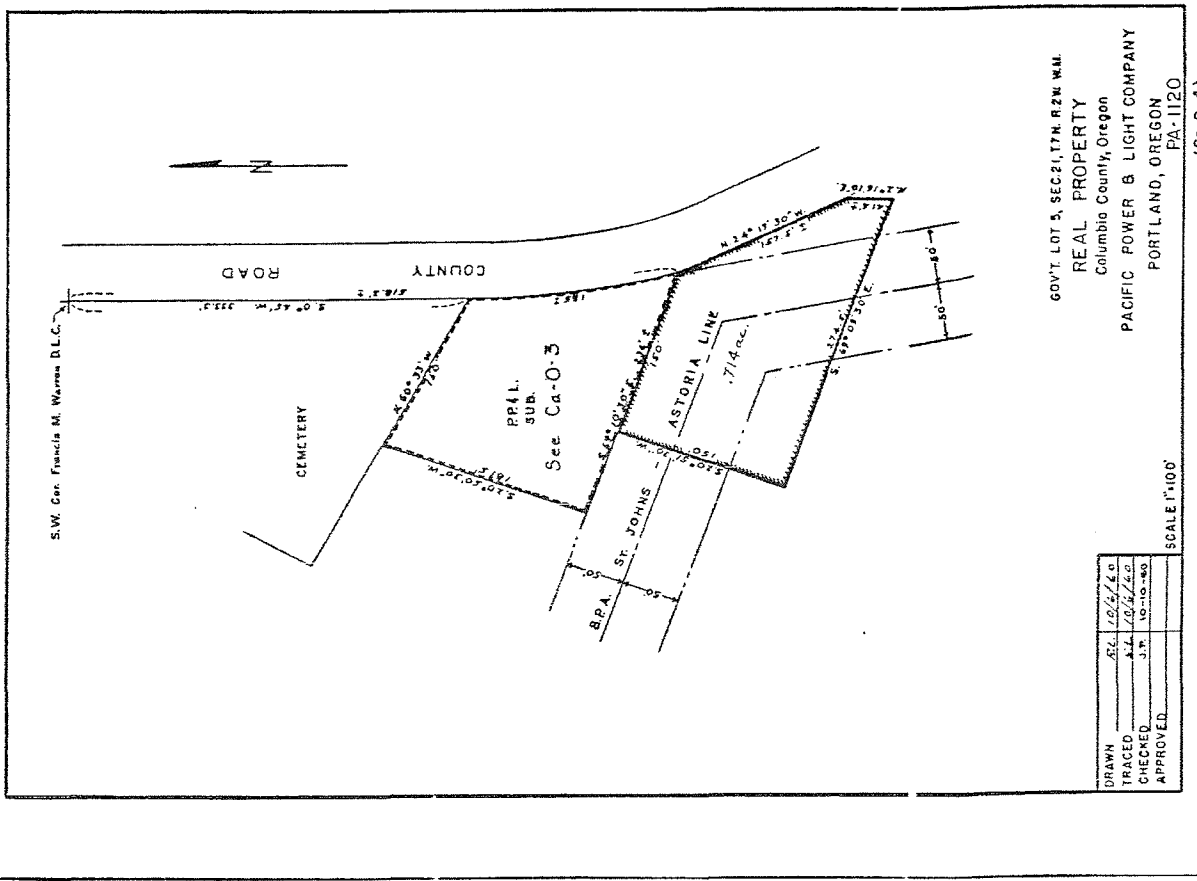
Warranty deed executed by Jay C. Potter and Alice M. Potter, husband and wife, in favor of Pacific Power & Light Company, June 29, 1960. Recorded July 1, 1960, in Book 142, Page 692.

DESCRIPTION:

Beginning at the southwest corner of the Francis M. Warren D.I.C.; thence southerly 518.3 feet, more or less, along the westerly line of County Road to the southeasterly corner of a tract of land conveyed by Arthur C. Edmison et ux to Pacific Power & Light Company by deed recorded July 13, 1948, in Book 100, page 349, Deed Records of Columbia County, Oregon, said southeasterly corner being the true point of beginning; thence northwesterly 150 feet along the southerly boundary of said tract; thence South 20° 51' 30" West 150 feet; thence South 69° 09' 30" East 274.5 feet; thence North 20° 16' 10" East 11.4 feet, more or less, to the westerly line of said County Road; thence North 21° 30' West 157.5 feet, more or less, along said westerly line to said true point of beginning, containing approximately .714 acres.

REMARKS:

Subject to all easements of record.



REAL PROPERTY CONVEYED TO PACIFIC

PROPERTY PLAT

STATE OF OREGON COUNTY OF Multnomah

SECTION 33

TOWNSHIP 1 N.

RANGE 2 E. W.M.

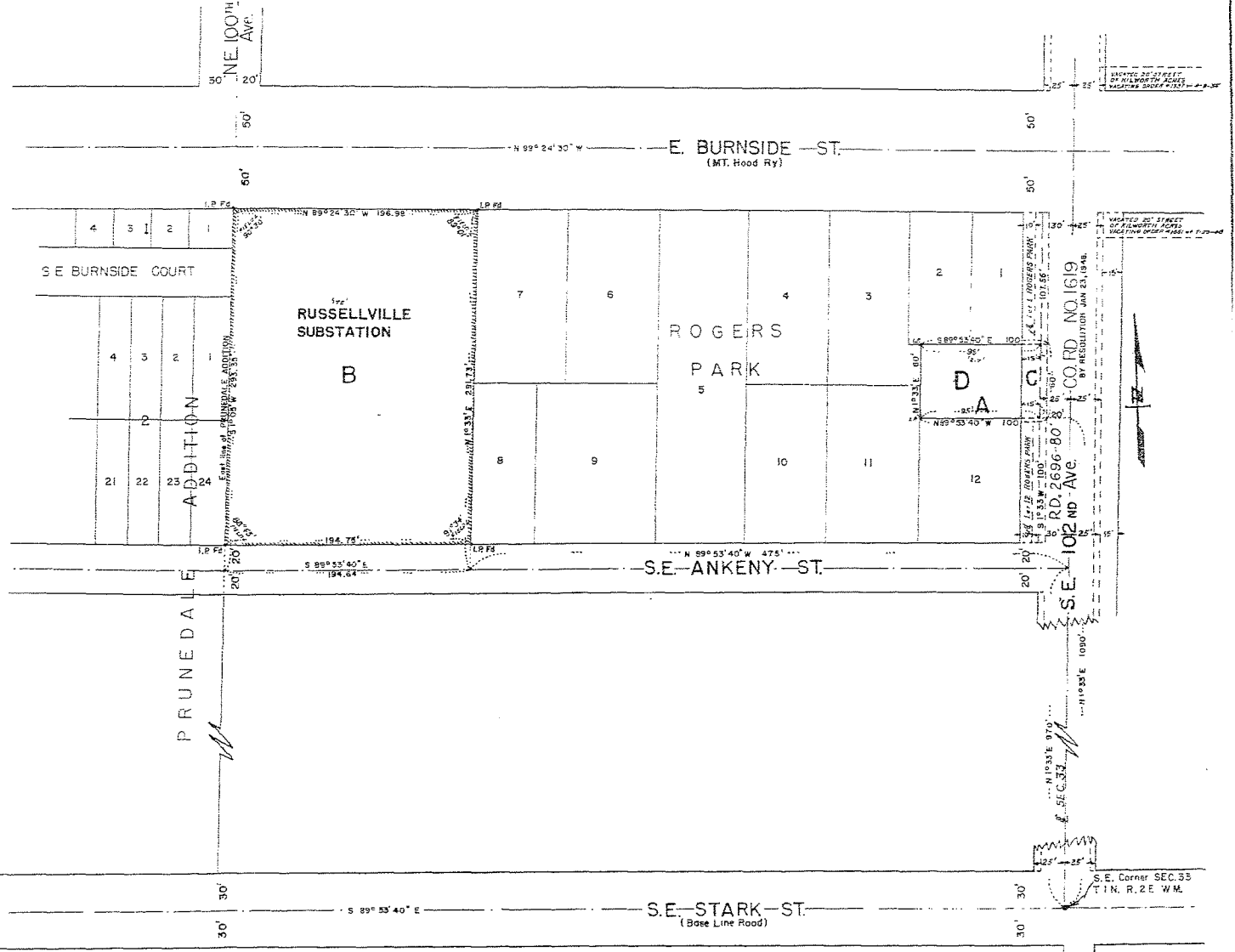
OF WILLAMETTE MERIDIAN

SCALE 60 FT. = 1 INCH

BLOCK

ADDITION

NOTE: BOUNDARY OF PROPERTY DENIED THUS



CHECKED PLATS *Thompson & Perry* DATE 7-6-51

CHECKED (initials) DATE

PLAT	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	REMARKS	CONDITIONS	REMARKS
A	7845	CICELY M. & LAWRENCE F. LEWIS L.W. & BONNIE ROGERS	PORTLAND GENERAL ELECTRIC CO. W. DEED	8-8-40	8-15-40 Br. 502 - Pg. 560 MULTNOMAH COUNTY	NONE	RUSSELLVILLE SUBSTATION - 25x100' x 250'	0.138 AC BY DEED 0.131 AC REMAINING
B	10355	R. A. & ALMA E. HOFFMAN H/W	PORTLAND GENERAL ELECTRIC CO. W. DEED	1-2-51	1-3-51 Bk 1452 - Pg. 149 MULTNOMAH COUNTY		RUSSELLVILLE SUBSTATION	1.225 AC ±
C	12655	Portland General Electric Co.	Multnomah County Resolution	5-12-58	Resolution # 2696		East 15' strip acquired for widening of S.E. 102 <sup>nd</sup> Ave. CONVEYS: 60x80' Parcel	
D	22/23 5053	Delmar C. Easley et ux	Resolution	3-28-66				

REVISED 5-2-66  
A. H. BERRY 7-1-51

# PORTLAND GENERAL ELECTRIC COMPANY

A 11-27

## PROPERTY PLAT

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION 27 TOWNSHIP 1 NORTH RANGE 1 EAST OF WILLAMETTE MERIDIAN

SCALE 60 FT. 4.1 INCH

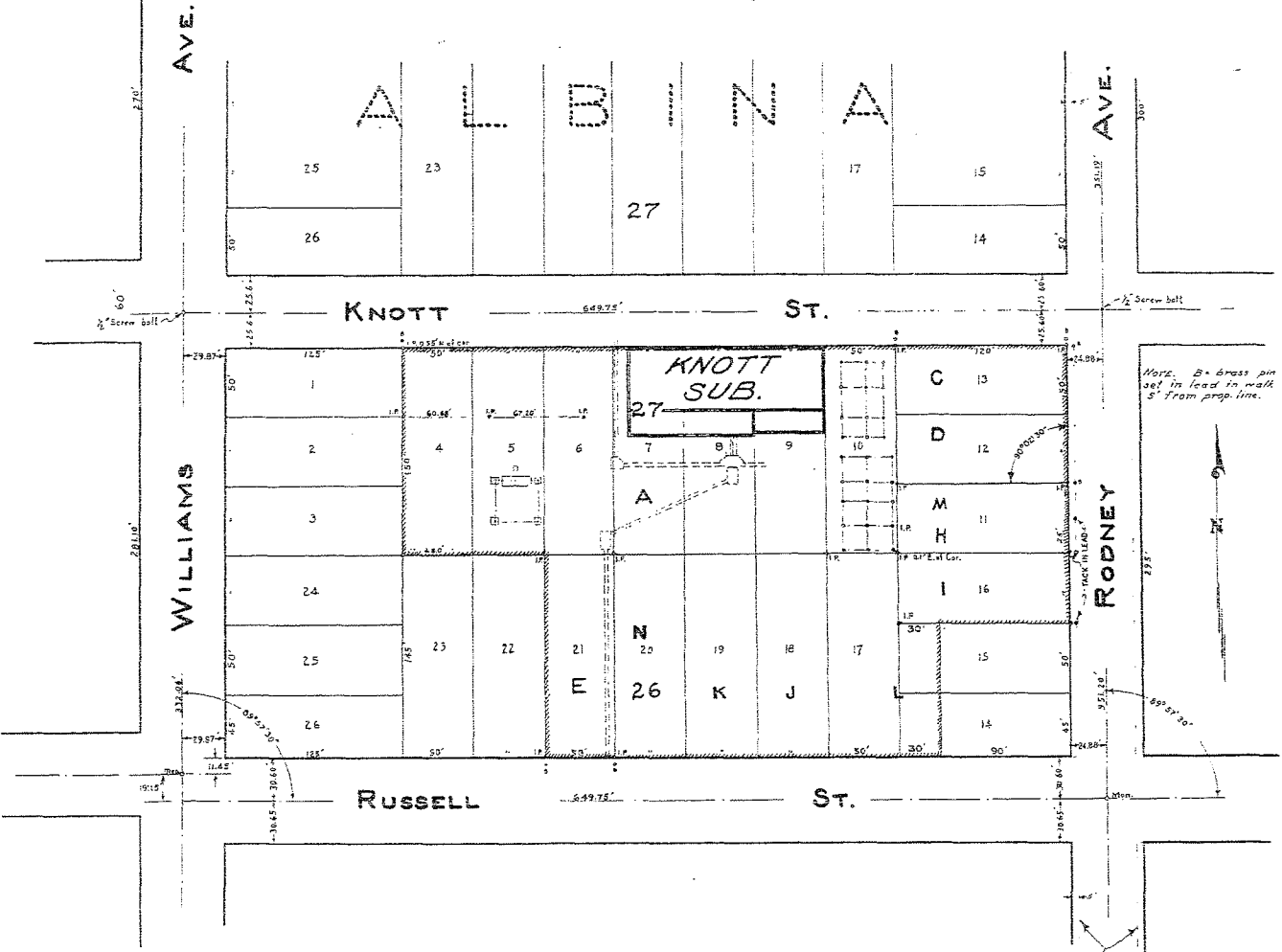
LOTS 4 to 13  
LOTS 16 to 21  
West 30' of 14 & 15

BLOCK 27  
BLOCK 26

ADDITION

ALBINA

NOTE: BOUNDARY OF PROPERTY DENOTED THUS



NOTE:  
RODNEY AVE. WIDENED 5' EITHER SIDE FROM MORRIS TO HANCOCK, ALBINA ORD. 20 - YEAR 1891

REVISED 12-2-57 A.W.S.  
REVISOR: J.T.W.  
C.E. BARNES, SURV. CAL.

DOCUMENT NO.	LAND GRANT	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATIONS	CONDITIONS, REMARKS ETC.
A	182	MARY PHELPS MONTGOMERY	PORTLAND GENERAL ELECTRIC CO.	W. Deed	2-3-06	Bk. 353, Pg. 200 Mult. Co.		Conveys lots 4 to 10, block 27.
C	1538	HENRY W. FRIES ET UX.	PORT. RAILWAY LIGHT & POWER Co.	W. Deed	7-31-25	Bk. 1021, Pg. 83 Multnomah Co.		Name changes only.
D	1638	NORTHWESTERN ELECTRIC CO.	" " "	S.W. Deed	2-17-26	" " " "		Conveys lot 13, block 27.
E	9284	CAZADERO REAL ESTATE COMPANY	PORTLAND GENERAL ELECTRIC CO.	Q.C. Deed	6-7-45	Bk. 941, Pg. 380, Multnomah Co.		Conveys lot 12, " "
F	4724	PAC. N.W. PUBLIC SERVICE CO.	PORTLAND GENERAL ELECTRIC CO.	S.W. Deed	9-1-30	Bk. 96, Pg. 1, Multnomah Co.		Conveys lot 21, block 26
H	15938	ARTHUR L. & CHRISTINE H. REMINGER	PORTLAND GENERAL ELECTRIC CO.	W. Deed	8-11-56	BK 1800 - PG. 283 MULTNOMAH CO. DEED RECORDS	NONE	Conveys south 1/2 of lot 11 block 27 ALBINA EXCEPT EAST 5 FEET FOR ROAD WIDENING PURPOSES - SEE NOTE ABOVE
I	16264	HARVEY LARSON, Administrator	" " "	Eqs. Deed	11-27-56	BK. 1821 - Pg. 296 MULTNOMAH CO. DEEDS	NONE	CONVEYS: Lot 18, Block 26, ALBINA
J	16299	WILLIAM & FRANCES LEVETON NW	" " "	W. Deed	2-21-57	BK. 1830 - Pg. 588 MULTNOMAH CO. DEEDS	NONE	CONVEYS: Lot 18, Block 26, ALBINA
K	16309	EARL SPINNEY, UNMARRIED	" " "	W. Deed	3-7-57	BK. 1832 - Pg. 320 MULTNOMAH CO. DEEDS	NONE	CONVEYS: Lot 19, Block 26, ALBINA
L	16458	FRIENDSHIP BAPTIST CHURCH	" " "	W. Deed	4-11-57	BK. 1838 - Pg. 405 MULTNOMAH CO. DEEDS	NONE	CONVEYS: West 30ft. of Lots 14 & 15, and all Lot 17, All in Block 26, ALBINA
M	16625	THOS. C. & NEITA T. LUKE NW	" " "	W. Deed	7-24-57	BK. 1854 - Pg. 124 MULTNOMAH CO. DEEDS	NONE	CONVEYS: NORTH 1/2 of LOT 11 BLOCK 27 ALBINA EXCEPT EAST 5' - SEE NOTE ABOVE
N	16788	CITY OF PORTLAND	" " "	W. Deed	11-29-57	BK. 1874 - Pg. 65 MULTNOMAH CO. DEEDS	NONE	CONVEYS: Lot 20, Block 26, ALBINA

CHECKED PLATS: J. P. Robinson DATE 8-4-48

CHECKED DEEDS: DATE 8-4-48

# PORTLAND GENERAL ELECTRIC COMPANY

A 11-10

## PROPERTY PLAT

PORTLAND, STATE OF OREGON, COUNTY OF MULTNOMAH

TOWNSHIP 1 NORTH RANGE 1 EAST

OF WILLAMETTE MERIDIAN

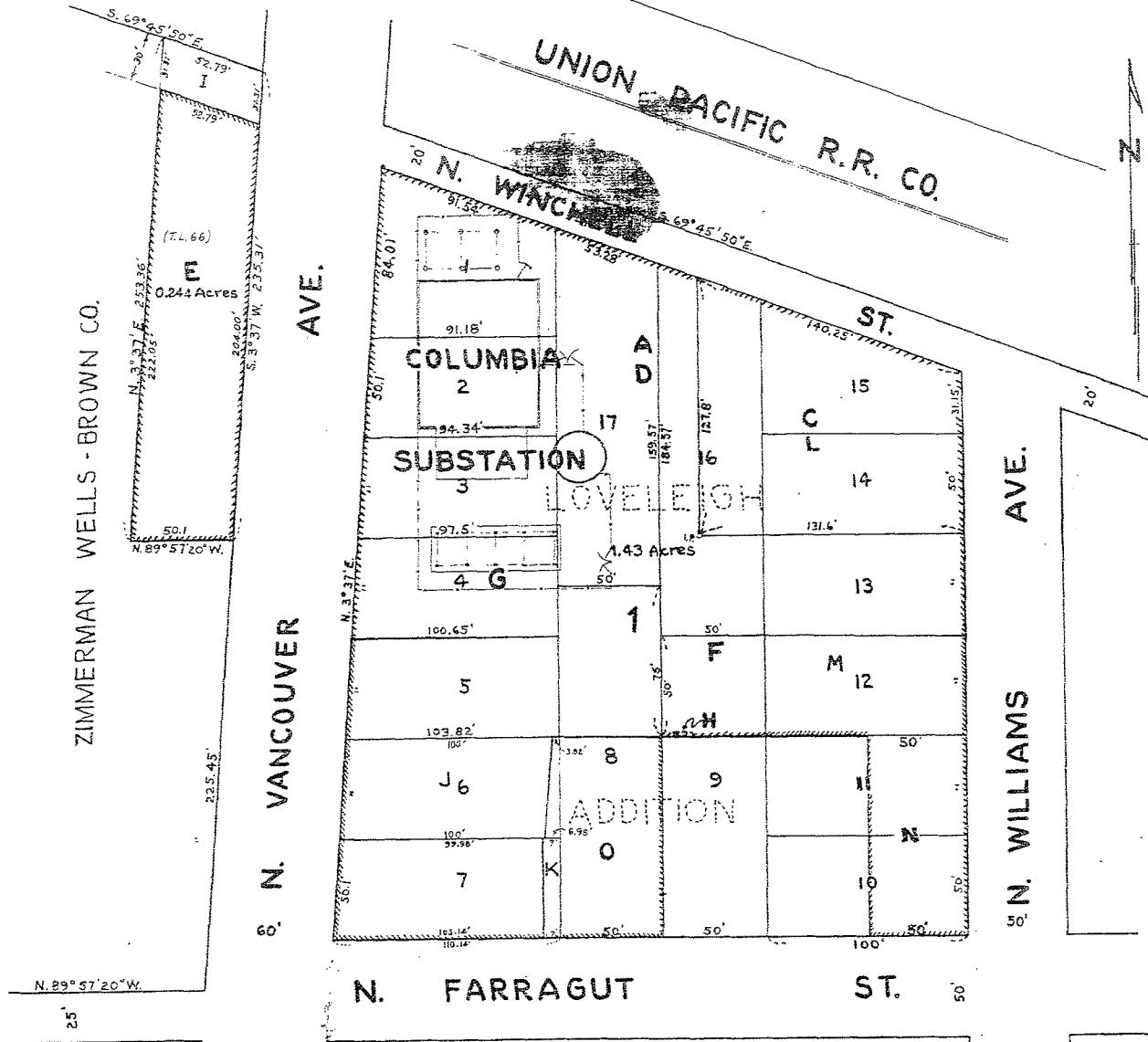
ADDITION LOVELEIGH

NOTE: BOUNDARY OF PROPERTY DENOTED THUS

SCALE 40 FT 1 INCH LOT

BLOCK

ADDITION



Revised 4-24-67

CHECKED PLATS... DATE 3-3-72  
 CHANGED (DATE) ... DATE 3-3-72

DOCUMENT NO. OR DATE	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATION	CONDITIONS REMARKS ETC.
234	Brong - Steele Co.	Mt. Hood Co.	W.D.	5/15/11	7/5/11 BK 650 Pg. 115	None	Lots 1, 2, 3, 14, 15, Part 16 and 17, BK. 1
650	Mt. Hood Co.	Port. Ry. Light + Power Co.	B.S.D.	3/11/14	3/19/14 BK 650 Pg. 204	Yes	Agreements
1939	Port. Ry. Light + Power Co.	Cascade China Co.	W.D.	5/25/27	5/26/27 BK 106 Pg. 84	Yes	Easements Lots 14, 15, part of 16, BK. 1
4724	P.N.R.S. Co. P 26	Port. Gen. Electric Co.	S.W.D.	9/1/30	9/23/30 BK 96 Pg. 1	Yes	Reserves R/W. (Not by Supt. of City Parks if any contemplated sale)
1655	Z. W. - B. Co.	Port. Gen. Electric Co.	W.D.	7/6/37	7/29/37 BK 409 Pg. 342	Yes	Reserves R/W. (Not by Supt. of City Parks if any contemplated sale)
8183	E.C. Harrington	Port. Gen. Electric Co.	W.D.	8/1/41	8/13/41 BK 630 Pg. 447	None	Lot 13, S. 50 ft. Lot 16, S. 25 ft. Lot 17, N. 75 ft. Lot 8, the N. 50 ft. Lot 9, BK. 1
8184	City of Portland	Port. Gen. Electric Co.	W.D.	8/6/41	8/22/41 BK 635 Pg. 289	Yes	Slope Easement Lot 4, BK. 1
8678	R.G.E. Co.	J.J. Hicks + wife	Permit	10/3/41		Yes	Revocable upon notice - For garage use
9281	3894 City of Portland	PORTLAND GENERAL ELECTRIC CO.	W.Deed	2/1/43		Yes	Reserves rights for electrical transmission lines.
9286	3897 PORTLAND GENERAL ELECTRIC CO.	HARRY C. & ETHELL L. COOK	Q.C.Deed	6-25-49		Yes	Conveys W. 100' Lot 6, and all of Lots 5 & 7.
17695	4206 C. Victor + Vera M. Collins	Portland General Electric Co.	W.D.	11-20-59	11-21-59 BK 1738 Pg. 96	Yes	See document for easements. Conveys: Lots 14, 15, & part of 16, BK. 1
19976	4892 RANDES PHARMACY INC.		B.S.D.	6-14-62	6-20-62 BK 2131 Pg. 116	NO	Conveys Lot 12, BK. 1 - LOVELEIGH
22718	5088 Orville R. Higgins		W.D.	7-10-67	7-10-67 BK 2116 Pg. 116	NO	Conveys E. 50' of Lots 10 & 11
22748	5091 Nellie H. Higgins		W.D.	7-10-67	7-10-67 BK 2116 Pg. 116	Yes	Conveys E. 50' of Lots 10 & 11

**PORTLAND GENERAL ELECTRIC COMPANY**

A11-22

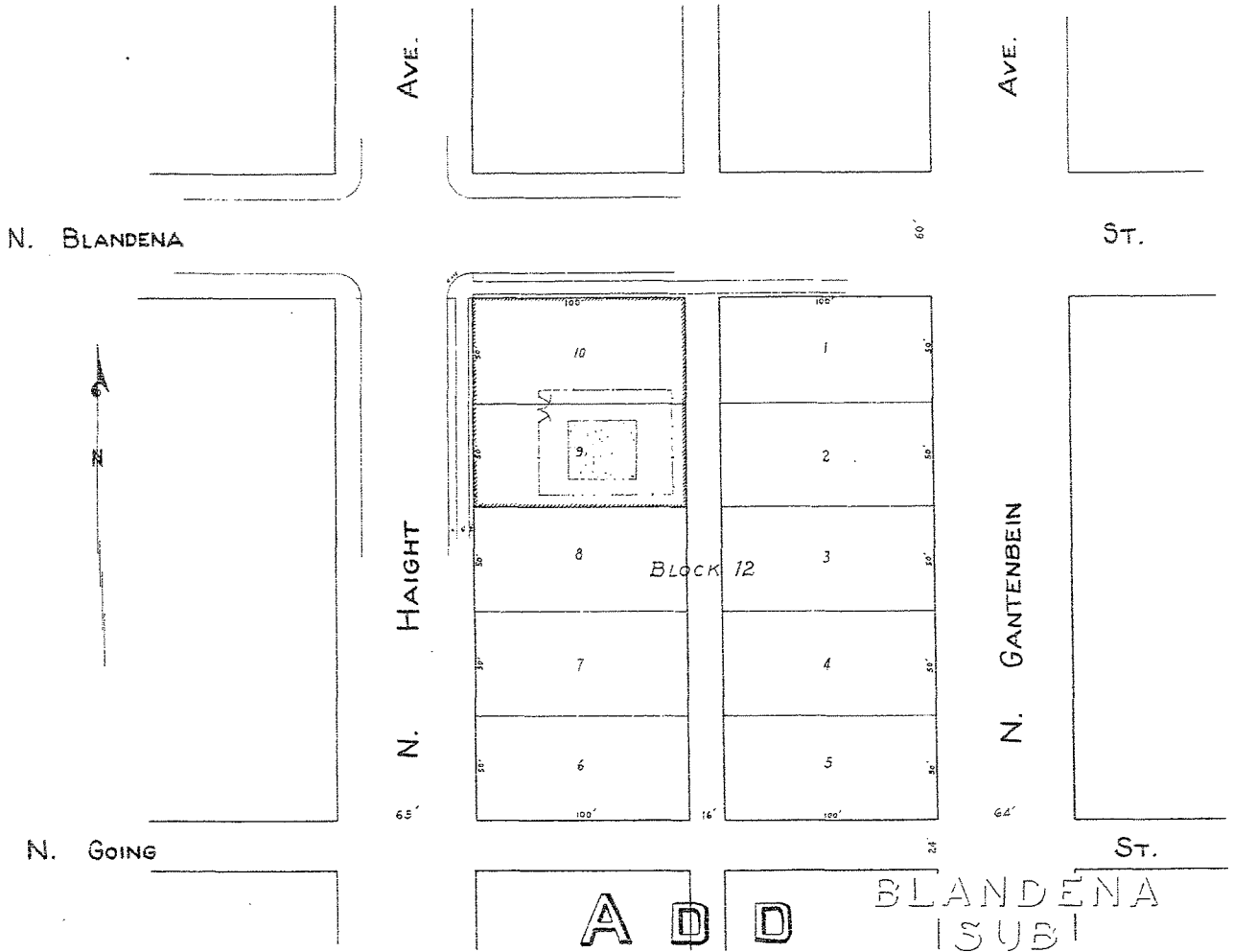
**PROPERTY PLAT**

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH  
 SECTION 22 TOWNSHIP 1 NORTH RANGE 1 EAST  
 SCALE 40 FT. PER INCH LOTS 9 & 10 BLOCK 12 ADDITION CENTRAL ALBINA

OF WILLAMETTE MERIDIAN

NOTE: BOUNDARY OF PROPERTY DENOTED THUS \_\_\_\_\_

**CENTRAL ALBINA**



**A D D**

**BLANDENA  
SUBI**

CHECKED 'PLATS' BY E. P. G. GENTON-DART

DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESER- VATIONS	CONDITIONS, REMARKS, ETC.
9441 3944	MULTNOMAH COUNTY	PORTLAND GENERAL ELECTRIC CO.		12-27-1945	Bk. 101, Pg. 579 Mult. Co.		Conveys lots 9 & 10 Block 12.
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PORTLAND GENERAL ELECTRIC COMPANY  
PROPERTY PLAT

A11-23

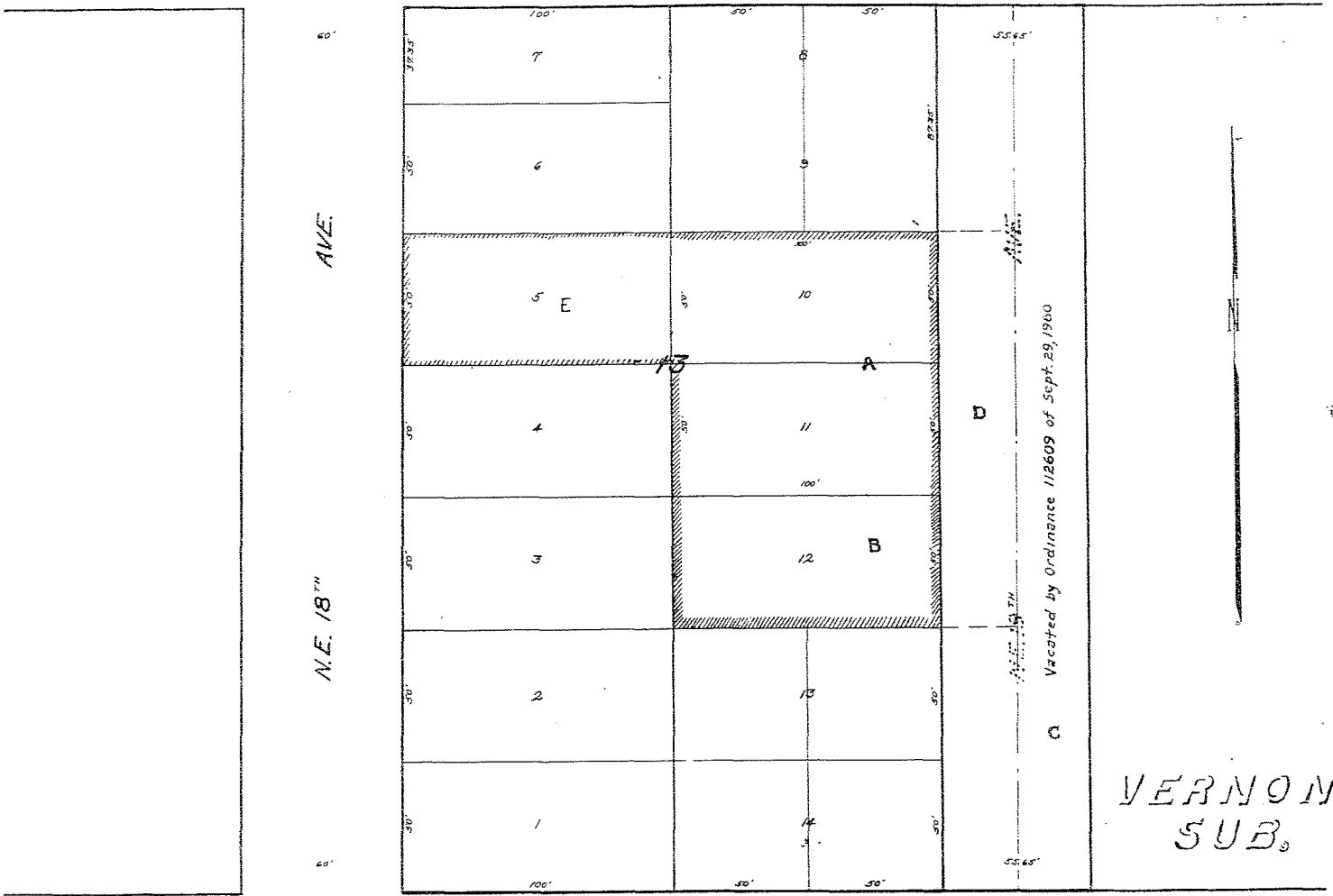
PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION 23 TOWNSHIP 1 NORTH RANGE 1 EAST OF WILLAMETTE MERIDIAN  
LOTS 5 & 10 & 11 & 12 BLOCK 13 ADDITION IRVINGTON HEIGHTS NOTE: BOUNDARY OF PROPERTY DENOTED THUS

SCALE 30 FT. = 1 INCH

N.E. PRESCOTT ST.

ST.



N.E. SKIDMORE ST.

ST.

DOCUMENT NO. AND LAND SIZE	GRANTOR	GRANTEE	DATE	REMARKS	CONDITIONS REWARD, ETC.
A 11101 4324	MULTNOMAH COUNTY	PORTLAND GENERAL ELECTRIC	DEED 5-23-50	BK 1413, PG 467, 6-24-50	NONE
B 16626 4658	LOY V. & GLADYCE L. COCHRAN	"	W. DEED 7-11-57	MULTNOMAH CO. DEEDS BK 1855 - Pg 276	NONE
C 18862 4779	Port. Gen. Elec. Co. City of Portland	"	Agreement 9-23-60	"	Various
D 18843 4780	Port. Gen. Elec. Co. City of Portland	"	Spl. W.D. 10-3-60	"	None
20133 4924	DAVID & DOROTHY G. CLARK	PORTLAND GENERAL ELECTRIC	W. DEED 4-4-63	MULTNOMAH CO. DEEDS BK 2162 - Pg 86	None
<p>CONVEYS: Lots 10 &amp; 11, Bk 13, IRVINGTON HGTS. 0.23 Ac.</p> <p>CONVEYS: LOT 12 BLOCK 13 IRVINGTON HGTS. 0.115 Ac.</p> <p>CONVEYS: Vacated portion of N.E. 18th Ave. accruing to Lots 10, 11, 12, Bk 13.</p> <p>CONVEYS: LOT 5 BLK. 13 IRVINGTON HGTS. 0.115 Ac.</p>					<p>REVISED 8-2-63 gdd</p>

CHECKED - PLATS BY [Signature] DATE 7-7-50  
 PREPARED BY [Signature] DATE 7-7-50  
 OZMFKLHIGTH

# PORTLAND GENERAL ELECTRIC COMPANY

A11-24 1/1

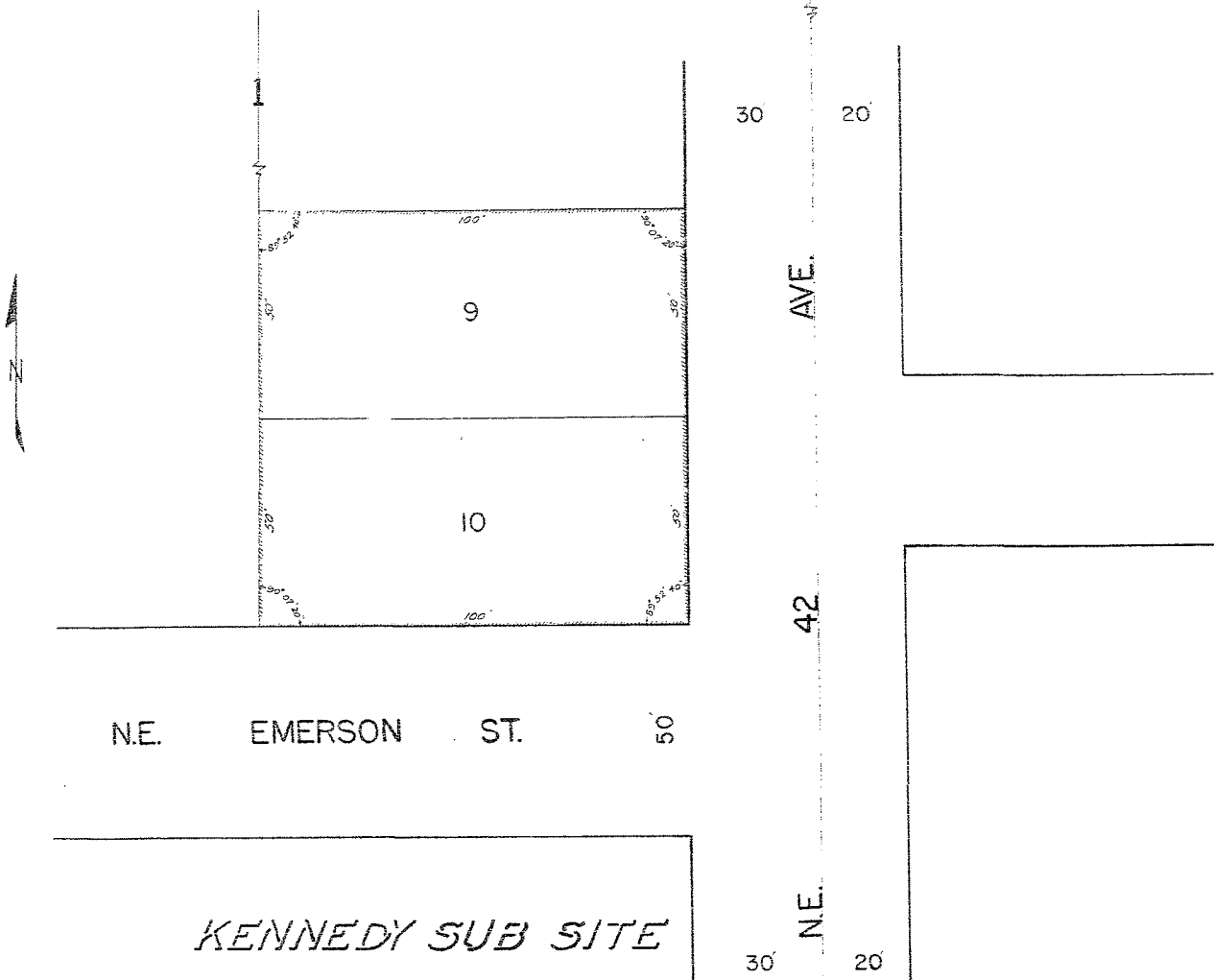
## PROPERTY PLAT

STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION 29 TOWNSHIP 1 NORTH RANGE 1 EAST OF WILLAMETTE MERIDIAN

SCALE 20 FT. = 1 INCH LOT 9 & 10 BLOCK 1 ADDITION KILLINGSWORTH AVE. ADD. NOTE: BOUNDARY OF PROPERTY DENOTED THUS

NE. KILLINGSWORTH ST. 13.18  
24.19



KENNEDY SUB SITE

Revised 12-1-69 A.W.B.  
5' 2' 66 R.D.L.

CHECKED (PLATS) DATE 12-1-69  
CHECKED (DOCS) DATE 12-1-69

DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	ASSER.	CONDITIONS, REMARKS ETC.
A 221245054	William Helzer et al	Port. Gen. Elec. Co.	W.D.	2-10-64	3-28-66 Mult Co. Bk 472 Pg 332	None	CONVEYS: Lots 9 & 10 BIK I, Killingsworth Ave. Add.
"	Dale Brethauer et al	"	"	1-28-64	3-28-66 Mult Co. Bk 430 Pg 340	"	"
"	Lillian Helzer	"	B/S Dd	3-3-66	3-28-66 Mult Co. Bk 472 Pg 341	"	" Und' Interest "
"	Harold Cook	"	O.C. Dd	3-22-66	3-28-66 Mult Co. Bk 472 Pg 342	"	Quitclaims
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# PORTLAND GENERAL ELECTRIC COMPANY

A 12-31  
1

## PROPERTY PLAT

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH  
SECTION N.E. 1/4 of 31 TOWNSHIP 1 NORTH RANGE 2 EAST

OF WILLAMETTE MERIDIAN

SCALE 20 FT 1 INCH

LOT 4 & E. 16 2/3 of Lot 3. BLOCK 1

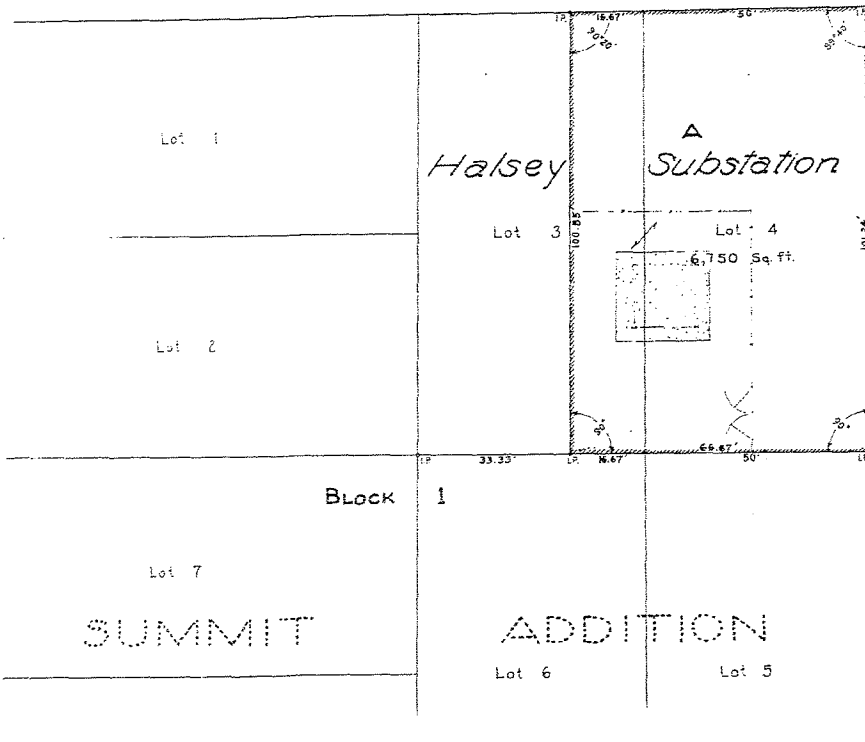
ADDITION SUMMIT

NOTE: BOUNDARY OF PROPERTY DENOTED THUS \_\_\_\_\_

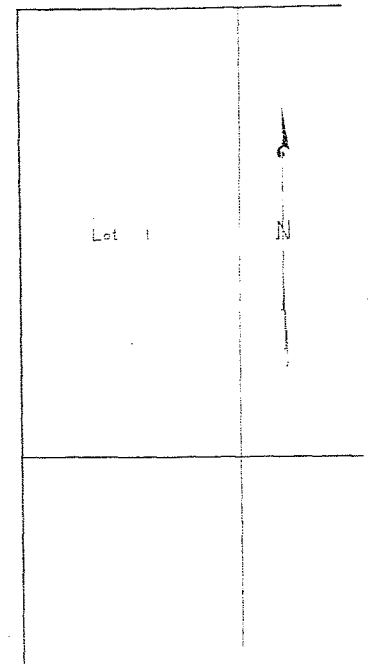
N. E.

HALSEY

ST.



N.E. 61st AVE.



CHECKED (PLATS) *R. S. Hester* DATE 2-27-42  
CHECKED (DOC'S) DATE 3-4-42

DOCUMENT NO. AND DATE	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATIONS	CONDITIONS, REMARKS ETC.
A 8423	Jack E. & Lillie Copeland	Portland General Electric Co.	W. Deed	12-26-41	Bk. 656, Pg. 155, Multnomah Co.	None	Halsey Substation Site.

# PORTLAND GENERAL ELECTRIC COMPANY

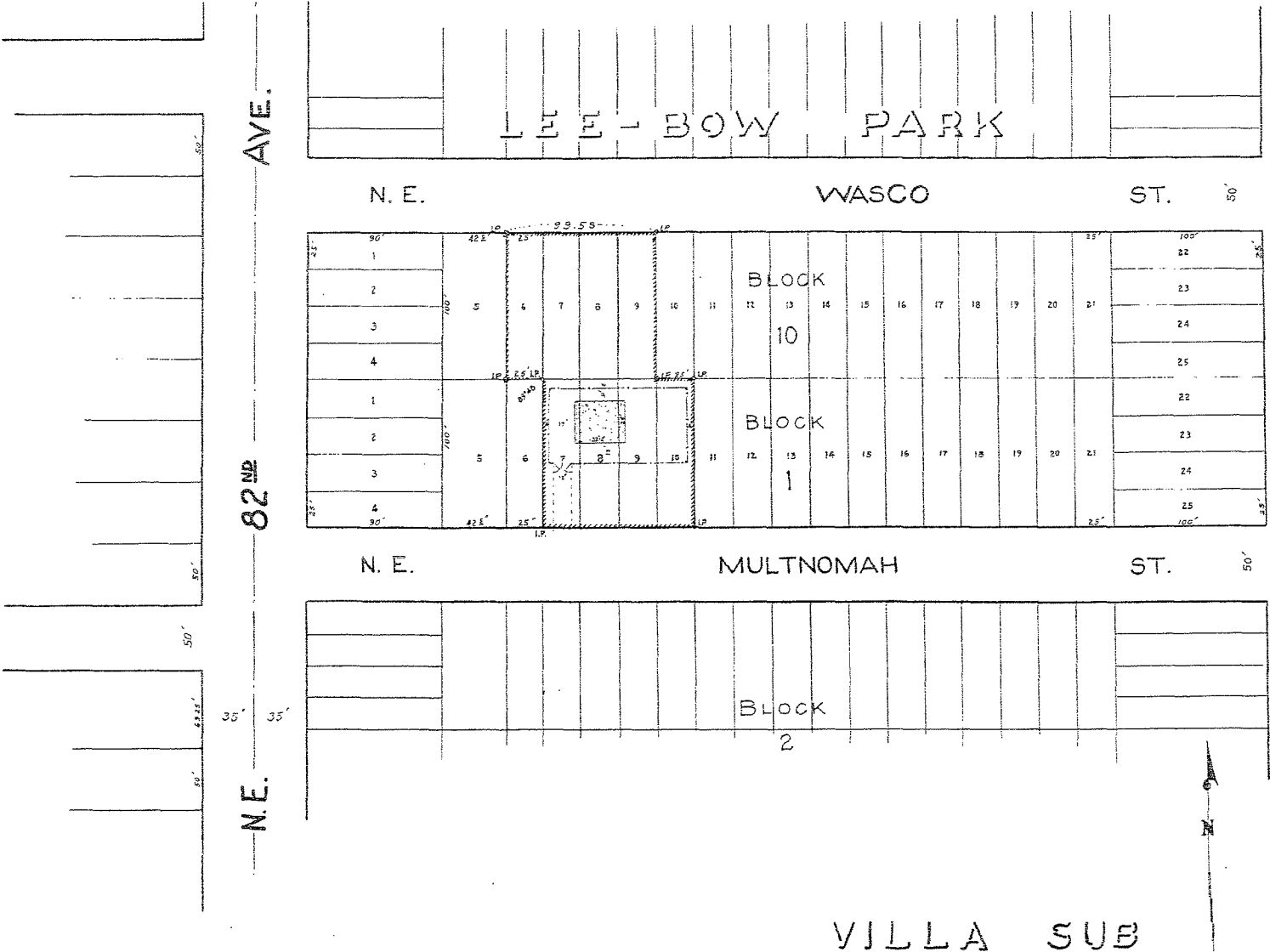
A12-33/3

## PROPERTY PLAT

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION 33 TOWNSHIP 1 NORTH RANGE 2 EAST OF WILLAMETTE MERIDIAN

SCALE 30 FT 1 INCH LOTS 7-6-9 & 10 BLOCK 1 ADDITION LEE-BOW PARK NOTE: BOUNDARY OF PROPERTY DENOTED THUS



Revised 6-24-55 A.W.Burke

CHECKED PLATS BY C.E. Robertson DATE 8-10-1946

DOCUMENT NO	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATIONS	CONDITIONS - REMARKS ETC
9659	MULTNOMAH COUNTY	PORTLAND GENERAL ELECTRIC CO	Deed	5-25-1946	Bk. 1077 Pg. 332 Mult. Co.		Conveys lots 7, 8, 9, 10, Block 1, Lee-Bow Park. Villa Substation
4480	SHERMAN HUTCHISON, single	PORTLAND GENERAL ELECTRIC Co.	Warr. Dd.	5-13-55	5-18-55 Bk. 1723 Pg. 10	None	CONVEYS: Lots 6, 7, 8, 9, Block 10, Lee-Bow Park.

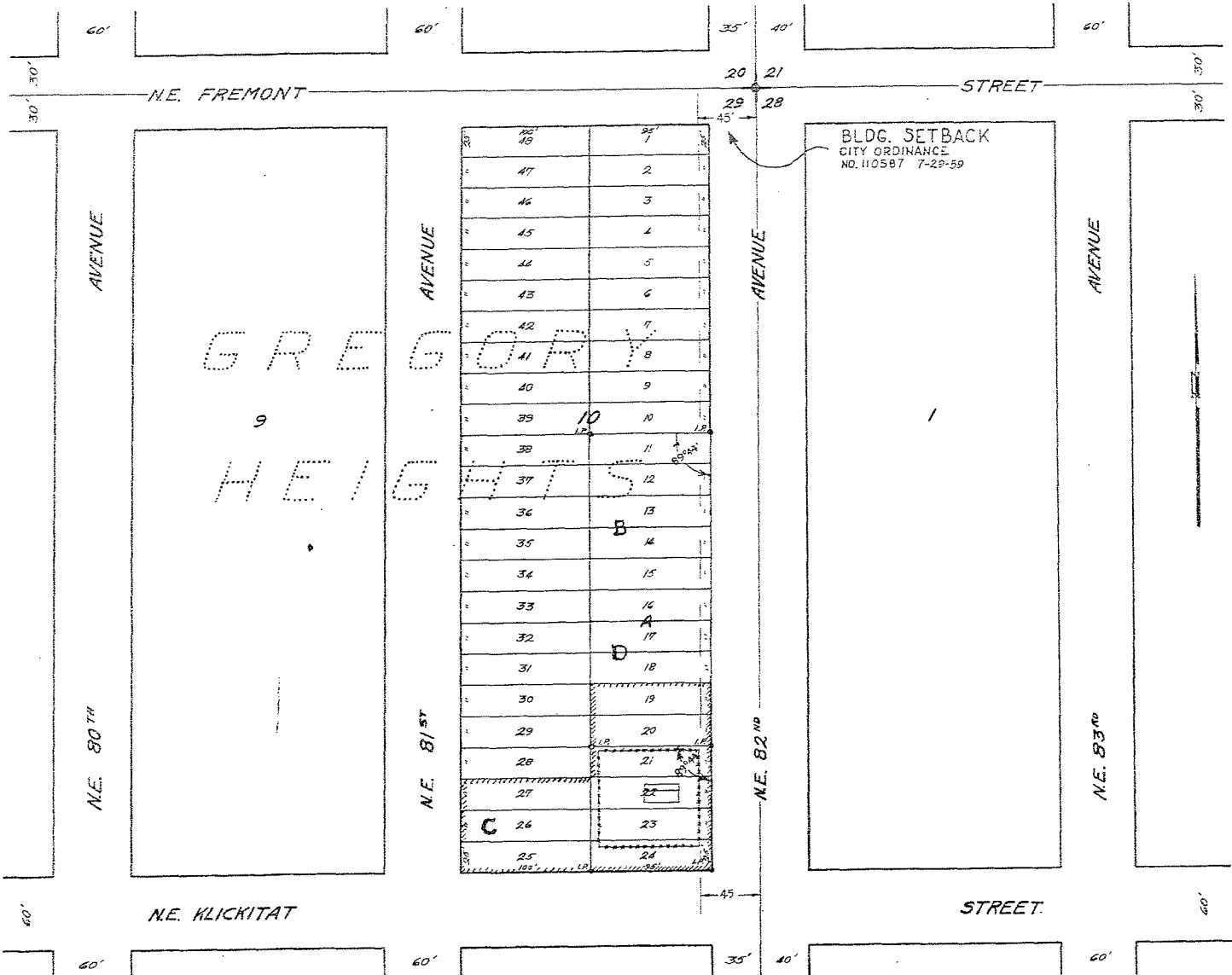
CHECKED 1 DOC 5 DATE

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# PORTLAND GENERAL ELECTRIC COMPANY PROPERTY PLAT

A12-29/1

STATE OF OREGON COUNTY OF **MULTNOMAH**  
 SECTION **29** TOWN **1 NORTH** RANGE **2 EAST** OF WILLAMETTE MERIDIAN  
 SCALE **60** FEET TO AN INCH **19-27 INC.** BLOCK **10** ADDITION **GREGORY HEIGHTS** NOTE: BOUNDARY OF PROPERTY DENOTED THUS



Revised B-18-6

DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	REMARKS	CONDITIONS REMARKS ETC.
A 1114	4228 FULLERTON CORR	P.G.E. CO.	W.D.	8-8-50	BK. 1432-PG. 221 MULTNOMAH CO.	NONE	CONVEYS 0.76 ACRES (GREGORY HEIGHTS SUB.)
B 21278	4997 Portland Gen. Elec. Co. Gulde Investment Co.	B45	W.D.	10-20-64	Bk. 460 Pg. 634 Multnomah Co.	None	CONVEYS: Lots 11, 12, 13, 14, 15 & 16, BLK 10, Gregory Heights.
C 21986	5046 Leo J. Galash	P.G.E. Co.	W.D.	1-25-66		None	CONVEYS: Lots 25, 26 & 27, BLK 10, Gregory Heights.
D 22224	5061 Port. Gen. Elec. Co. Gulde Investm't Co.	B45	W.D.	5-18-66		None	CONVEYS: Lots 17 & 18

CHECKED (PLATS) *Thompson G. Perry* DATE 11-3-50  
 CHECKED (DOC'S) *Thompson G. Perry* DATE 11-3-50  
 O Z M F K C U - I O T H E M

**PORT. GEN. GENERAL ELECTRIC COMPANY**

A 12-22

**PROPERTY PLAT**

STATE OF OREGON, COUNTY OF MULTNOMAH

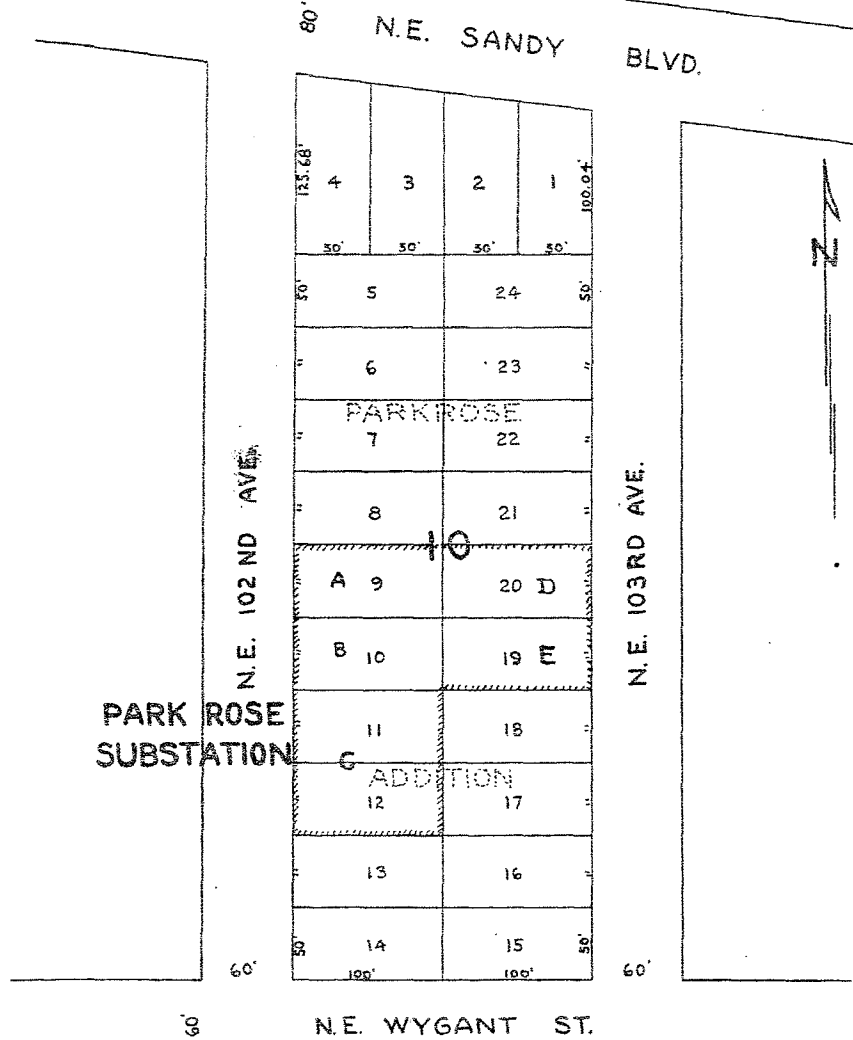
TOWNSHIP 1 NORTH RANGE 2 EAST

OF WILLAMETTE MERIDIAN

N.W. 1/4 SECTION 22  
SCALE 60 FT 1 INCH LOTS 9, 10, 11, 12, 19 & 20 BLOCK 10

ADDITION PARKROSE

NOTE: BOUNDARY OF PROPERTY DENOTED BY THIS



CHECKED (DATE) R. A. ...  
 DATE 2-26-42  
 CHECKED (DATE) ...  
 DATE 3-9-42

Revised 8-10-6

DOCUMENT NO. ADD. OR LAND DEPT.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESER- VATIONS	CONDITIONS, REMARKS ETC.
18174	George Hart	Port. General Elect. Co.	W. D.	8/1/41	Mult. Co. BK. 629 Pg. 165	None	Lot 9 - Block 10, Parkrose
18176	J. W. Van Horn	Port. General Elect. Co.	W. D.	7/31/41	Mult. Co. BK. 629 Pg. 167	None	Lot 10 - Block 10, "
10368 445	CHRISTIAN SCIENCE SOC.	PORT. GENERAL ELEC. CO.	W. D.	7/28/48			Lots 11 & 12 Block 10, "
18492 4754	Axel H. Johnson et ux	" " " "	W. D.	2-23-60	3-1-60 BK. 1997 Pg. 691	None	CONVEYS: Lot 20, BIK 10, Parkrose
2174 5036	Rodolph C. Girtman	" " " "	W. D.	8/21/68	8-31-68 Mult. Co. BK. 369 Pg. 398	None	CONVEYS: Lot 19, BIK 10, Parkrose

**PORTLAND GENERAL ELECTRIC COMPANY**

5 26 1961 **AlI-14**

**PROPERTY PLAT**

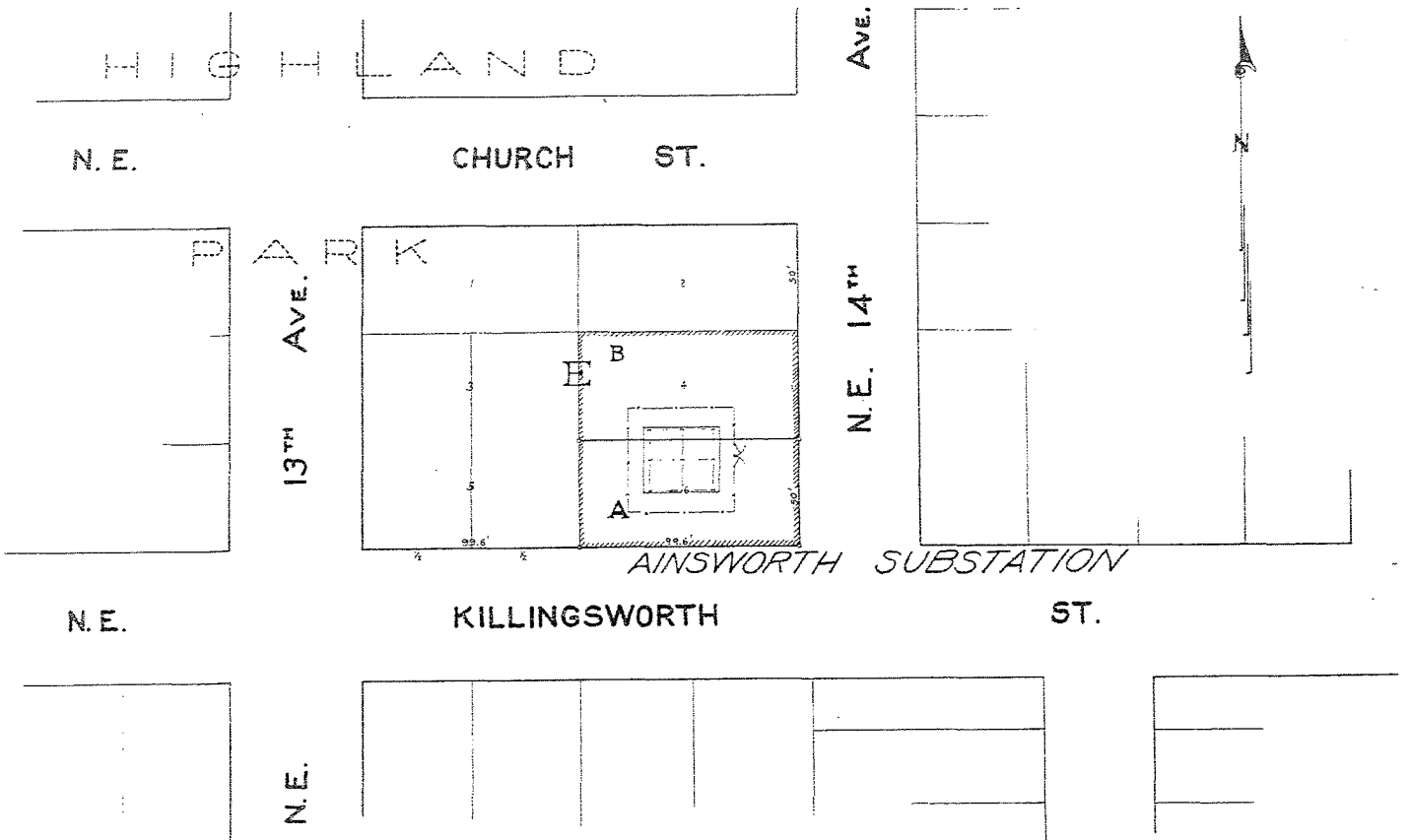
PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION 14 TOWNSHIP 1 NORTH RANGE 1 EAST

OF WILLANETTE MERIDIAN

SCALE 40 FT. 1 INCH LOTS 4 & 6 BLOCK E. ADDITION HIGHLAND PARK

NOTE: BOUNDARY OF PROPERTY DENOTED THUS -----



CHECKED PLATS 8-12-90  
 CHECKED CHIC'S 7-7-77

DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATIONS	CONDITIONS, REMARKS ETC.
7305	GENEVIEVE WARD	PORT. GEN. ELEC. CO.	WDeed	8-22-39	Bk. 510-Pg. 203 Multnomah	None	Est. 957-C-350 Lot 6 Block E.
7846	PH & ANNA A. PARROTT	PORT. GEN. ELEC. CO.	WDeed	8-14-40	Bk. 563-Pg. 60 Multnomah	"	Est. 1111-C-350 Lot 4 Block E.

# PORTLAND GENERAL ELECTRIC COMPANY

A11-24

## PROPERTY PLAT

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION S.E. ¼ SEC. 24 TOWNSHIP 1 NORTH RANGE 1 EAST

SCALE 40 FT 1 INCH

LOTS 19 & 20

BLOCK 6

ADDITION WILLAMETTE

OF WILLAMETTE MERIDIAN

NOTE: BOUNDARY OF PROPERTY DENOTED THUS

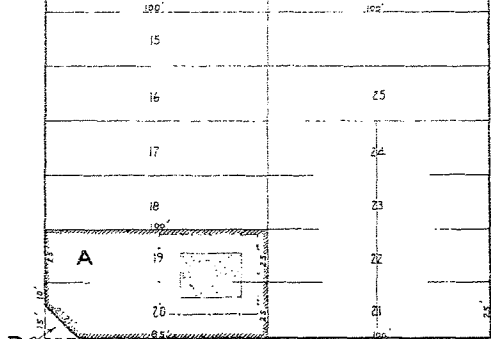
33 RD

33 RD

N. E.

WILLAMETTE

Block  
6



N. E.    P R E S C O T T    S T.

34 TH

34 TH

N. E.

CHECKED PLATS C. P. Robertson DATE 2-27-44

DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATIONS	CONDITIONS REMARKS ETC.
A 2551 1195	WILLIAM ADDISON	CAZADERO REAL ESTATE CO.	W. Deed	7-31-22	Bk 892, Pg 158 Multnomah Co.		Conveys lots 19 & 20.
2576	CAZADERO REAL ESTATE CO.	PORT RAILWAY LIGHT & POWER CO.		11-8-22	Bk 907, Pg 24 Multnomah Co.		Conveys lots 19 & 20.
	PORTLAND RAILWAY LIGHT & POWER CO.	PORTLAND ELECTRIC POWER CO.					Name change only.
D 1725	PORTLAND ELECTRIC POWER CO.	CITY OF PORTLAND	Deed	6-2-26	Bk 1050, Pg 278 Multnomah Co.		Conveys part of lot 20 for street purposes. (112.5 sq. ft.)
	PORTLAND ELECTRIC POWER CO.	PAC. N.W. PUBLIC SERVICE CO.					Name change only.
4724 2539	PACIFIC N.W. PUBLIC SERVICE CO.	PORTLAND GENERAL ELECTRIC CO.	S.W. Deed	9-1-30	Bk 96, Pg 1, Multnomah Co.		Conveys lots 19 & 20 except part conveyed to City of Portland 4,867 sq. ft.

C. E. Robertson

OZMFKLIIIG



**PORTLAND GENERAL ELECTRIC COMPANY**

A 12-19

**PROPERTY PLAT**

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION 19 TOWNSHIP 1 NORTH RANGE 2 EAST

OF WILLAMETTE MERIDIAN

SCALE 40 Ft. 1 INCH

LOT 5

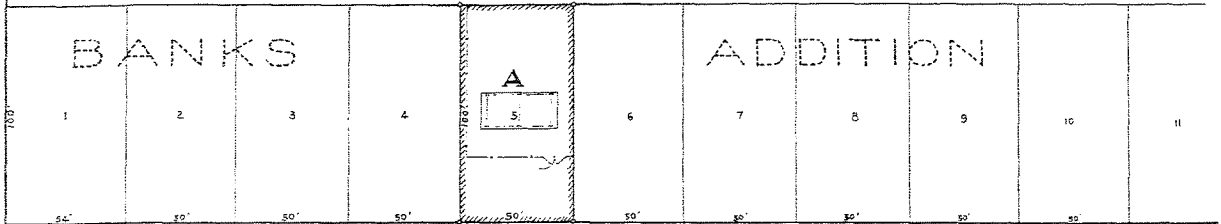
BANKS ADDITION

NOTE BOUNDARY OF PROPERTY DEVOTED THUS

N. E. 47<sup>TH</sup> AVE.

ROSE CITY CEMETERY

FREMONT SUBSTATION



N. E. FREMONT

ST.

N. E. 48<sup>TH</sup> AVE.

C. E. Robertson 2-12-40.

DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESER- VATIONS	CONDITIONS REMARKS ETC
7370	U. S. NATL. BANK	PORT. GEN. ELEC. Co.	WDeed	9-21-39	Bk. 513-Fy 475 Multnomah Co. 5-27-39	None	Est. 956-C-350

CHECKED PLATS BY [Signature] DATE 2-12-40  
 CHECKED BOOK BY [Signature] MAIL 1-1-40  
 OZZEKU-10-110000A

# PORTLAND GENERAL ELECTRIC COMPANY

A 12-29

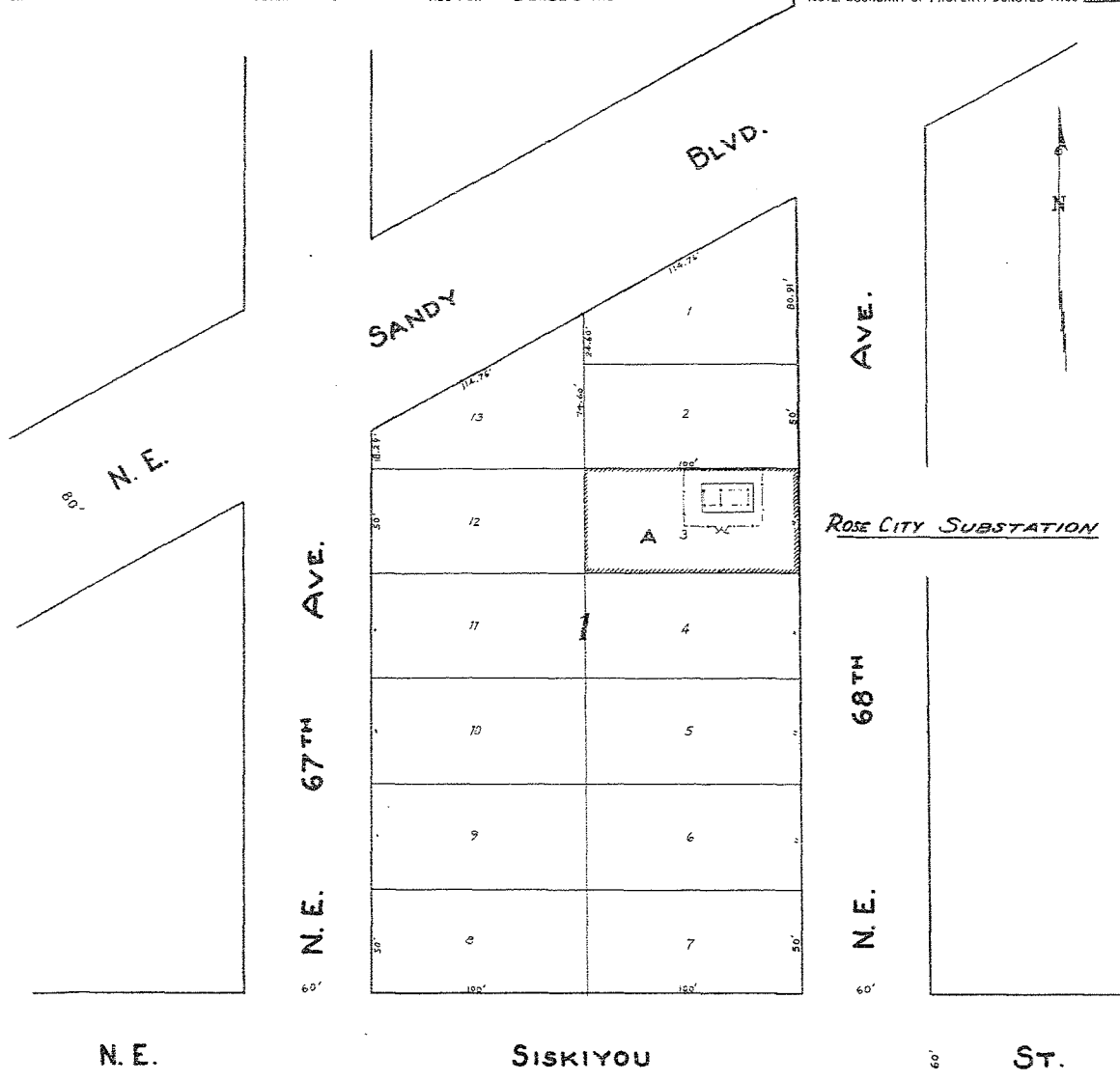
## PROPERTY PLAT

### Portland STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION N.W. 1/4 of 29 TOWNSHIP 1 NORTH RANGE 2 EAST OF WILLAMETTE MERIDIAN

SCALE 40 FT 1 INCH LOT 3 BLOCK 1 ADDITION BELLE CREST

NOTE: BOUNDARY OF PROPERTY DENOTED THUS



DOCUMENT NO.	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	REMARKS	CONDITIONS, REMARKS ETC.
2558	W B. GOODMAN & WIFE	CAZADERO REAL ESTATE Co.	W. Deed	8-3-22	Bk. 889, Pg. 224, Multnomah Co.		Conveys lot 3, block 1. Subject to certain building restrictions.
2578	CAZADERO REAL ESTATE Co.	PORT RAILWAY LIGHT & POWER Co.	W. Deed	11-8-22	Bk. 907, Pg. 24, Multnomah Co.		Name changes only.
4724	PORT. RAILWAY LIGHT & POWER Co.	PORTLAND ELECTRIC POWER Co.					
2630	PACIFIC NW. PUBLIC SERVICE Co.	PORTLAND GENERAL ELECTRIC Co.	S.W. Deed	9-1-30	Bk. 96, Pg. 1 Multnomah Co.		

CHECKED PLATS BY *E. Robertson* DATE 2-27-24  
 CHECKED BOOKS *See list* DATE 1-1-25  
**OZZELL-TOTT**

# PORTLAND GENERAL ELECTRIC COMPANY

A11-36

## PROPERTY PLAT

PORTLAND STATE OF OREGON, COUNTY OF MULTNOMAH

SECTION N.W. ¼ SEC. 36 TOWNSHIP 1 NORTH RANGE 1 EAST

OF WILLAMETTE MERIDIAN

SCALE 40 FT 1 INCH

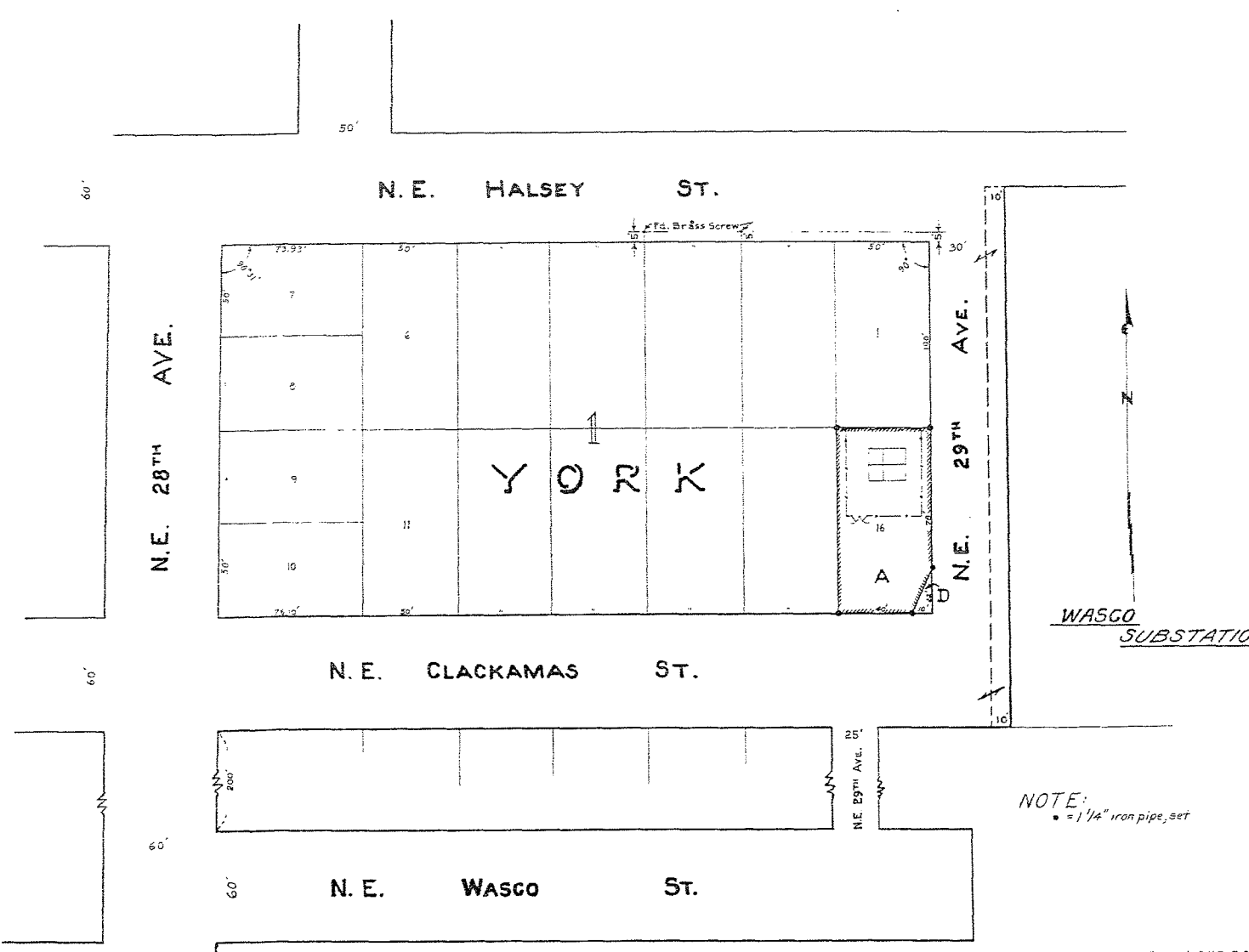
LOT 16

BLOCK 1

ADDITION

YORK

NOTE: BOUNDARY OF PROPERTY DENOTED THUS



WASCO  
SUBSTATION

NOTE:  
• = 1/4" iron pipe set

Revised A.W.B. 5-28-57  
S.E. Reberlein 11-18-42.

DOCUMENT NO	GRANTOR	GRANTEE	TITLE	DATE	RECORDED	RESERVATIONS	CONDITIONS REMARKS ETC
A 1434	ADA F MALL ET VIR.	PORTLAND ELECTRIC POWER CO.	W. Deed	5-5-24	Bk 986, Pg. 241, Multnomah Co.		Conveys lot 16 block 1.
14724	PORTLAND ELECTRIC POWER CO.	PACIFIC N.W. PUBLIC SERVICE CO.					Name change only
12630	PACIFIC N.W. PUBLIC SERVICE CO.	PORTLAND GENERAL ELECTRIC CO.	S.W. Deed	9-1-30	Bk. 96, Pg. 1, Multnomah Co.		
12066	PORTLAND GENERAL ELECTRIC CO.	CITY OF PORTLAND	Q.C.D.	9-10-51			CONVEYS the 10'x22' triangular portion in S.E. cor Lot 16 Blk 1, YORK ADD 110 SQ FT + .0025± AC

CHECKED PLAIN DATE  
 CHECKED DUES DATE  
 O Z M F K L - I G T H E D

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

**DR 49**

**Exhibit B**

Application of Pacific Power & Light and Portland General Electric Company  
For an Order Approving a Contract Allocating Utility Service Territory



BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

In the Matter of the Application )  
of PACIFIC POWER & LIGHT COMPANY ) UA 4/  
and PORTLAND GENERAL ELECTRIC )  
COMPANY for an Order approving a ) APPLICATION  
contract allocating utility )  
service territory. )

INTRODUCTION

Pacific Power & Light Company ("Pacific"), an assumed business name for PacifiCorp, an Oregon corporation, together with Portland General Electric Corporation ("PGE"), an Oregon corporation, hereby apply for an order of the Public Utility Commission of Oregon ("OPUC"), pursuant to ORS 758.420 and OAR 860-25-010, approving a contract allocating utility service territory and customers in and around the City of Portland, Oregon ("1991 Allocation Agreement").

OAR 860-25-010 REQUIREMENTS

A. OAR 860-25-010(1) & (2).

The 1991 Allocation Agreement is attached as Exhibit 1 to this Application. Exhibit A to the 1991 Allocation Agreement is a map showing territory and customers located therein to be allocated to Pacific (Parcels A, B & D) and territory and customers located therein to be allocated to PGE (Parcel C).

B. OAR 860-25-010(3).

Exhibit B to the 1991 Allocation Agreement contains a metes and bounds description of the allocated areas.

C. OAR 860-25-010(4).

No facilities will be sold, exchanged or transferred under the 1991 Allocation Agreement.

D. OAR 860-25-010(5).

Based upon the following, Pacific and PGE believe that the 1991 Allocation Agreement meets the requirements of OAR 860-25-010(5).

In July 1972, Pacific and PGE entered into an Agreement ("1972 Agreement") which was approved by the OPUC in Order No. 72-870, entered December 15, 1972. Since the 1972 Agreement and Order, Pacific has not provided service within the geographic areas in Portland where distribution facilities were conveyed to PGE and PGE has not provided service within the geographic areas in Portland where distribution facilities were conveyed to Pacific.

In the spring of 1990, Pacific filed a declaratory judgment action in United States District Court for the District of Oregon, Case No. 90-524, seeking to determine whether the OPUC created allocated service territories in the City of Portland by virtue of its approval of the 1972 Agreement. The impetus for this suit was a request for service from Columbia Steel Casting Co., Inc. ("Columbia"), an industrial customer of PGE. Shortly after Pacific filed suit, Columbia filed a separate action in United States District Court, Case No. 90-592, addressing similar issues. On July 2, 1990, PGE filed application UA 37 with the OPUC pursuant to ORS

756.450, 758.420 and 758.435, dealing with the 1972 Agreement and OPUC 72-870.

Subsequently, United States District Court Judge Helen J. Frye entered an order in Case No. 90-592 which has created uncertainty about whether the 1972 Agreement and Order created allocated service territories. To eliminate this uncertainty, and expressly without waiving the right to assert that allocated service territories were validly created in 1972, Pacific and PGE have executed the 1991 Allocation Agreement and now seek its approval.

The 1991 Allocation Agreement contractually allocates territories and customers in the City of Portland in the boundary areas set forth in the 1972 Agreement. The Applicants are currently the sole providers of adequate and reasonable service to the territories and customers affected by the 1991 Allocation Agreement. The 1991 Allocation Agreement satisfies OAR 860-25-010(5) by preserving the elimination of duplicating facilities and the efficient, safe and economical utility service brought about by the 1972 Agreement. For all of the reasons that led the OPUC to approve the 1972 Agreement in Order No. 72-870, to serve the purposes of ORS 758.405, and for the additional reason of settling the uncertainty that currently exists, the Applicants request approval of the 1991 Allocation Agreement.

COMMUNICATIONS

Communications with respect to this Application should be addressed to the following:

A. APPLICANTS

Pacific Power & Light  
c/o Katherine A. McDowell  
Stoel Rives Boley Jones & Grey  
900 SW 5th, Suite 2300  
Portland, OR 97204-1268

Portland General Electric Company  
c/o Ann Fisher  
Legal Department  
121 Salmon Street, 1WTC-13  
Portland, OR 97204

B. INTERESTED PARTIES

City of Portland  
c/o Benjamin Walters  
Deputy City Attorney of Portland  
1220 SW Fifth Avenue, Room 315  
Portland, OR 97204

CONCLUSION

Based upon all of the foregoing, the Applicants request that the OPUC enter an order under ORS 758.420 and OAR 860-25-010 approving the 1991 Allocation Agreement.

Dated this 30th day of ~~August~~ <sup>September</sup> 1991.

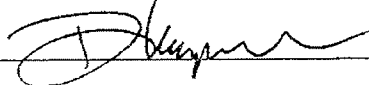
PACIFICORP dba PACIFIC POWER &  
LIGHT COMPANY

By *Ralph W. ...*  
Name \_\_\_\_\_  
Its \_\_\_\_\_



Dated this 30th day of ~~August~~ <sup>September</sup> 1991.

PORTLAND GENERAL ELECTRIC COMPANY

By   
Name \_\_\_\_\_  
Its \_\_\_\_\_

AGREEMENT FOR ALLOCATION OF TERRITORY AND CUSTOMERS  
CITY OF PORTLAND

This is an Agreement for Allocation of Territory and Customers located therein in the City of Portland between Pacific Power & Light Company, an assumed business name for PacifiCorp, an Oregon corporation ("Pacific"), and Portland General Electric Company, an Oregon corporation ("PGE").

RECITALS

1. Pacific and PGE each own facilities and provide electrical utility service within and around the City of Portland, Oregon.

2. In July 1972, Pacific and PGE entered into an Agreement ("1972 Agreement") which was consented to by the City of Portland in Ordinance No. 134416, passed April 26, 1972 and effective May 26, 1972, and was approved by the Public Utility Commission of Oregon ("OPUC") in Order No. 72-870, entered December 15, 1972.

3. In the spring of 1990, Pacific filed a declaratory judgment action in United States District Court for the District of Oregon, Case No. 90-524, seeking to determine whether the OPUC created allocated service territories in the City of Portland by virtue of its approval of the 1972 Agreement. The impetus for this suit was a request for service from Columbia Steel Casting Co., Inc. ("Columbia"), an industrial customer of PGE. Shortly after Pacific filed suit,

Columbia filed a separate action in United States District Court, Case No. 90-592, addressing similar issues. On July 2, 1990, PGE filed application UA 37 with the OPUC pursuant to ORS 756.450, 758.420 and 758.435, dealing with the 1972 Agreement and OPUC 72-870. Subsequently, United States District Court Judge Helen J. Frye entered an order in Case No. 90-592 which has created uncertainty about whether the 1972 Agreement and Order created allocated service territories.

Therefore, to resolve the uncertainty surrounding the 1972 Agreement and Order and to preserve the elimination of duplicating facilities and the efficient, safe and economical utility service brought about by the 1972 Agreement and Order, Pacific and PGE hereby agree as follows to allocate territories and customers located therein in the City of Portland in the boundary areas set forth in the 1972 Agreement.

ALLOCATION AGREEMENT

1. Pursuant to ORS 758.410, this is a contract for allocation of territories and customers located therein between two suppliers of utility service.

2. Pacific presently serves all customers located in the areas described as Parcels A, B & D in the 1972 Agreement. Parcels A, B & D are shown in Exhibit A and described in Exhibit B to this Allocation Agreement. Pacific and PGE agree that Parcels A, B & D and all customers within these parcels shall constitute territory allocated to Pacific.


3. PGE presently serves all customers located in the area described as Parcel C in the 1972 Agreement. Parcel C is shown in Exhibit A and described in Exhibit B to this Allocation Agreement. Pacific and PGE agree that Parcel C and all customers within this parcel shall constitute territory allocated to PGE.

4. This Allocation Agreement is subject to approval by the OPUC under ORS 758.420 and the consent of the City of Portland. The parties agree to jointly use reasonable efforts to acquire this approval and consent. This Allocation Agreement shall continue in effect until terminated or amended by mutual agreement.

5. Nothing in this Allocation Agreement shall be construed as a waiver of either parties' right to assert that the 1972 Agreement and Order validly created allocated service territories in the City of Portland.

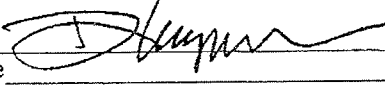
Dated this 30th day of ~~August~~<sup>September</sup> 1991.

PACIFICORP dba PACIFIC POWER &  
LIGHT COMPANY

By   
Name \_\_\_\_\_  
Its \_\_\_\_\_

Dated this 30th day of ~~August~~ <sup>September</sup> 1991.

PORTLAND GENERAL ELECTRIC COMPANY

By   
Name \_\_\_\_\_  
Its \_\_\_\_\_

4 - AGREEMENT FOR ALLOCATION OF TERRITORY AND CUSTOMERS  
CITY OF PORTLAND

EXHIBIT, 1  
PAGE 4

I. SERVICE TERRITORY ALLOCATED TO PACIFIC IN THE CITY OF  
PORTLAND

PARCEL A: Beginning at the point of intersection of the South line of the North Portland Harbor with the centerline of the Pacific Highway No. 1 (Minnesota Freeway); running thence Southerly, along the centerline of said Highway No. 1, to the centerline of the Stadium Freeway Highway No. 61; thence Southwesterly, along the centerline of said Highway No. 61 to the Easterly Harbor line of the Willamette River; thence Southeasterly, along said Harbor line, to the extended centerline of N.E. Flanders; thence East, along the centerline of N.E. Flanders, to the centerline of Columbia River Highway No. 2 (Banfield Freeway); thence Easterly, along the centerline of said Highway No. 2, to the centerline of the off-ramp to N.E. 68th Avenue; thence Southeasterly along the centerline of the off-ramp and N.E. 68th Avenue to the centerline of N.E. Clackamas, thence Easterly along the north line of N.E. Clackamas to the intersection of a line extending Northerly from the Northwest corner of Lot 1, Block 5, Jonesmore Addition, thence Southerly along the backlot line of lots located along the West line of N.E. 71st Avenue between N.E. Clackamas and the intersection of S.E. Thorburn Street, thence Southeasterly along the centerline of S.E. Thorburn to the centerline of S.E. Stark Street; thence East, along centerline of S.E. Stark Street, to the centerline of S.E. 122nd Avenue; thence North along the centerline of S.E. 122nd Avenue - N.E. 122nd Avenue - and centerline extended, to a point 400 feet Northeast of the South shoreline of the Columbia River; thence Northwesterly, parallel to the shoreline, to the point of intersection of the centerline of Pacific Highway No. 1; thence to the point of beginning.

PARCEL B: Beginning at the point of intersection of the extended centerline of S.W. Jefferson Street with the centerline of Pacific Highway No. 1 W. (S.W. Harbor Drive); running thence Southerly, along centerline of said Highway No. 1 W, to the intersection of the centerline of Stadium Freeway Highway No. 61 with the Pacific Highway No. 1, North Bound; thence Northwesterly, along the centerline of said Stadium Freeway to the Westerly Harbor line of the Willamette River; thence Northerly, along said Harbor line, to the extended centerline of S.W. Jefferson Street; thence Westerly, along said extended centerline, to the point of beginning.

PARCEL D: Beginning at a point on the center line of S.W. Market Street at its intersection with the center line of S.W. First Avenue; thence north along S.W. First Avenue to its intersection with the center line of S.W. Jefferson Street; thence west along the center line of S.W. Jefferson Street to its intersection with the center line of S.W. Fifth Avenue; thence north along the center line of S.W. Fifth Avenue to its intersection with the center line of S.W. Madison Street; thence west along the center line of S.W. Madison Street to its intersection with the center line of S.W. Sixth Avenue; thence north along the center line of S.W. Sixth Avenue to its intersection with the center line of S.W. Salmon Street; thence east along the center line of S.W. Salmon Street to its intersection with the center line of S.W. Fifth Avenue; thence north along the center line of S.W. Fifth Avenue to its intersection with the center line of S.W. Alder Street; thence west along the center line of S.W. Alder Street to its intersection with the center line of S.W. Broadway Avenue; thence north along the center line of S.W. Broadway Avenue to its intersection with the center line of N.W. Davis Street; thence west along the center line of N.W. Davis Street to its intersection with the center line of N.W. 11th Avenue; thence south along the center line of N.W. 11th Avenue to its intersection with the center line of W. Burnside Street; thence west along the center line of W. Burnside Street to its intersection with the east line of the Oregon State Highway Commission right of way designated for the Stadium Freeway; thence south along the east line of said Stadium Freeway right of way to its intersection with the center line of S.W. Main Street; thence east along the center line of S.W. Main Street to its intersection with the center line of S.W. 12th Avenue; thence south along the center line of S.W. 12th Avenue to its intersection with the center line of S.W. Jefferson Street; thence east along the center line of S.W. Jefferson Street to its intersection with the center line of S.W. Sixth Avenue; thence south along the center line of S.W. Sixth Avenue to its intersection with the center line of S.W. Mill Street; thence east along the center line of S.W. Mill Street to its intersection with the center line of S.W. Fifth Avenue; thence south along the center line of S.W. Fifth Avenue to its intersection with the center line of S.W. Harrison Street; thence east along the center line of S.W. Harrison Street to its intersection with an extension of the center line of

S.W. Second Avenue southerly from the intersection of S.W. Second Avenue and S.W. Market Street; thence south along said center line extension of S.W. Second Avenue to its intersection with an extension of the center line of S.W. Hall Street easterly from the intersection of S.W. Hall Street and S.W. Fourth Avenue; thence east along said center line extension of S.W. Hall Street to its intersection with the center line of S.W. Harbor Drive; thence north along the center line of S.W. Harbor Drive to its intersection with the center line of S.W. Harrison Street; thence west along the center line of S.W. Harrison Street to its intersection with the center line of S.W. First Avenue; thence north along the center line of S.W. First Avenue to its intersection with the center line of S.W. Market Street, the point of Beginning.

## II. SERVICE TERRITORY ALLOCATED TO PGE IN THE CITY OF PORTLAND

PARCEL C: Beginning at a point on the Oregon-Washington State line and an extension of the east side of Sundial Ranch Road, said point being in Section 14, T. 1N., R. 3E., W.M.; thence south to the south line of Banfield Expressway; thence west along the south side of said Banfield Expressway and following the westbound exit in Section 28, T. 1N., R. 3E., W.M. to the south line of N.E. Sandy Boulevard; thence northwesterly along the south side of N.E. Sandy Boulevard to the east line of N.E. 122 Avenue; thence south to the south line of N.E. Halsey Street; thence east along the south line of N.E. Halsey Street to the west line of N.E. 124 Avenue; thence south along said west line of 124 Avenue to the north line of N.E. Wasco Street; thence west to the east line of N.E. 122 Avenue; thence south on said east line of 122 Avenue to the south line of N.E. Glisan Street; thence east along said south line of N.E. Glisan Street to the N.E. corner of that tract of land conveyed to Multnomah County as recorded in Deed Record Book 1707, Page 366, Multnomah County Deed Record; thence south on the east line of said tract to the S.E. corner; thence west on the south line of said tract to the east line of N.E. 122 Avenue; thence south on the east line of said N.E. 122 Avenue and S.E. 122 Avenue to the north line of that tract of land conveyed to Everett H. and Helen M. Carver by Deed Book 883, Page 362, as recorded in Multnomah County Deed Record on November 10, 1944; thence east on the north line of said tract 85 feet more or less to the N.E. corner; thence south to the north line of S.E.



Stark Street, thence west on the north line of said Stark Street to the east line of S.E. 122 Avenue; thence south along the east side of S.E. 122 Avenue to S.E. Harold Street; thence continuing on the north-south section line between Sections 14 and 15, 22 and 23, 26 and 27, T. 1S., R. 2E., W.M., to the southeast corner of said Section 27; thence west to the southeast corner of Section 29, T. 1S., R. 2E.; thence north to a point on the Multnomah-Clackamas County line at the northeast corner of said Section 29; thence west along the Multnomah-Clackamas County line to its intersection with the boundary line of the City of Portland as of June 28, 1962; thence following said City of Portland boundary line in a general westerly direction to the point where it separates from the Multnomah-Clackamas County line in the Willamette River in the northwest quarter of Section 26, T. 1S., R. 1E.; thence following the Multnomah-Clackamas County line upstream in a southerly direction to the point of intersection with the south line of Section 35, T. 1S., R. 1E.; thence west along the south line of Sections 35, 34, 33, 32 and 31, T. 1S., R. 1E. and Section 36, T. 1S., R. 1W. to the southwest corner of said Section 36; thence north along the west line of Sections 36, 25, 24, 13, 12 and 1, T. 1S., R. 1W., and Section 36, T. 1N., R. 1W., to the southeast corner of Section 26, T. 1N., R. 1W.; thence west to the southwest corner of said Section 26; thence north to the quarter corner on the east line of Section 22, T. 1N., R. 1W.; thence west to the southwest corner of the N.E.  $\frac{1}{4}$  of said Section 22; thence north to the southwest corner of the N.E.  $\frac{1}{4}$  of Section 15, T. 1N., R. 1W.; thence west to the southwest corner of the N.E.  $\frac{1}{4}$  of Section 16, T. 1N., R. 1W.; thence north to the southwest corner of the N.E.  $\frac{1}{4}$  of Section 9, T. 1N., R. 1W.; thence west to the southwest corner of the N.E.  $\frac{1}{4}$  of Section 8, T. 1N., R. 1W.; thence north to the southwest corner of the N.E.  $\frac{1}{4}$  of Section 20, T. 2N., R. 1W.; thence east to the center of Multnomah Channel; thence upstream following the center line of Multnomah Channel to the point of intersection with the boundary of the City Of Portland as of June 28, 1962; thence in a general easterly direction along the boundary line of the City of Portland to the point of intersection with a PP&L Co. transmission line right of way on the south line of Section 31, T. 2N., R. 1E., W.M.; thence northeasterly along the west side of said right of way to the center line of North Portland Harbor south of Hayden Island; thence in an easterly direction along the center line of this body of

water, passing south of Tomahawk Island and thence with an angle of 45 degrees continuing to the Oregon-Washington State line; thence in an easterly direction along the Oregon-Washington State line to the point of beginning; excluding therefrom, however, Parcels A, B and D described in this Exhibit.

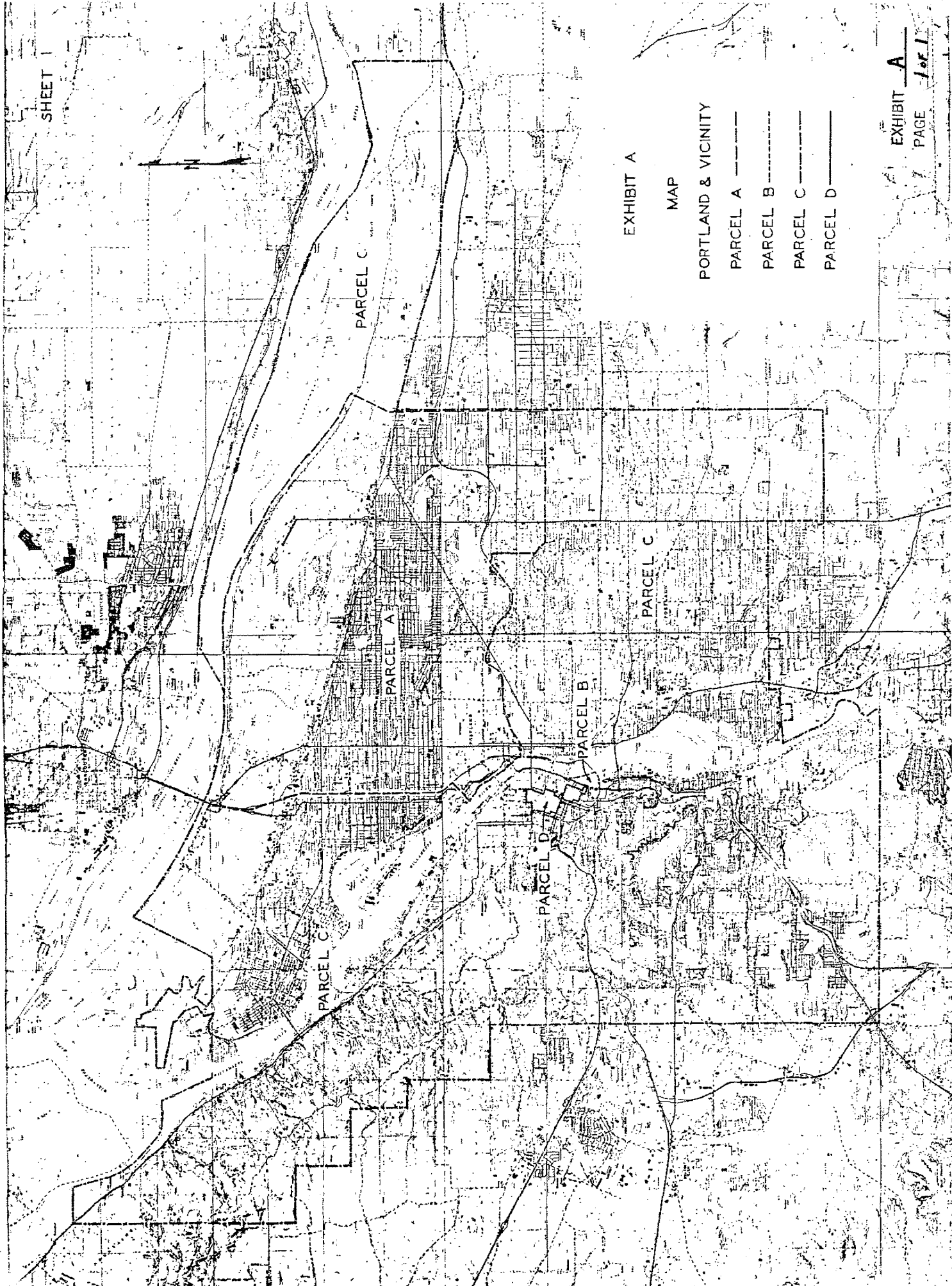


EXHIBIT A

MAP

PORTLAND & VICINITY

PARCEL A ———

PARCEL B - - - - -

PARCEL C - - - - -

PARCEL D ———