



e-FILING REPORT COVER SHEET

COMPANY NAME:

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? No Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

Select report type: RE (Electric) RG (Gas) RW (Water) RT (Telecommunications)
RO (Other, for example, industry safety information)

Did you previously file a similar report? No Yes, report docket number:

Report is required by: OAR
Statute
Order

Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)

Other
(For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case? No Yes, docket number:

List Key Words for this report. We use these to improve search results.

Send the completed Cover Sheet and the Report in an email addressed to PUC.FilingCenter@state.or.us

Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.



8113 W. GRANDRIDGE BLVD., KENNEWICK, WASHINGTON 99336-7166
TELEPHONE 509-734-4500 FACSIMILE 509-737-9803
www.cngc.com

January 31, 2023

Oregon Public Utility Commission
Attn: Filing Center
P.O. Box 1088
Salem, OR 97308-1088

**Re: ORS 757.480(2) - Cascade Natural Gas Corporation's Notice of Property Sale
RG 96**

Pursuant to ORS 757.480(2), Cascade Natural Gas Corporation ("Company" or "Cascade") reports that for the calendar year of January 1, 2022 through December 31, 2022, it made one transaction within its service territories that meet the reporting criteria as required by statute. The Company sold a portion of its property in Bend to the Oregon Department of Transportation ("ODOT") in July 2022. The Company sold two parcels of land to the ODOT totaling 13,993 square feet. The land was owned by both the Company and Knife River Corporation. ODOT paid a total of \$301,680.00, however, due to the split ownership of the property, the net proceeds for Cascade was \$38,152.12.

The Sales Agreement is attached as Exhibit A. Included in the Sales Agreement is a description of the property, including its location. The accounting treatment is included in Exhibit B.

If you have any questions regarding this filing, please contact me at (208) 377-6015.

Sincerely,

/s/ Lori Blattner

Lori Blattner
Director, Regulatory Affairs
Cascade Natural Gas Corporation
8113 W. Grandridge Blvd.
Kennewick, WA 99336
Lori.blattner@intgas.com

Exhibit A

File 9613033
Map RW9613M

BARGAIN AND SALE DEED

KNIFE RIVER CORPORATION - NORTHWEST, an Oregon corporation, successor by merger to Hap Taylor and Sons, Inc., an Oregon corporation; CASCADE NATURAL GAS CORPORATION, a Washington corporation, Grantors, for the true and actual consideration of \$301,680.00 do convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, fee title to the property described as Parcel 1 on Exhibit "A" dated 4/29/2021, attached hereto and by this reference made a part hereof.

TOGETHER WITH all abutter's rights of access, if any, between the McKenzie-Bend Highway and Grantor's remaining real property.

GRANTOR ALSO CONVEYS UNTO the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, fee title to the property described as Parcel 2 on Exhibit "A" dated 4/29/2021 attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, upon the property described as Parcel 3 on Exhibit "A" dated 4/29/2021, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described Parcel 3, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way.

**AFTER RECORDING RETURN TO &
TAX STATEMENTS TO:**
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM, OR 97302-1142

Map and Tax Lot #: 161231D0000-400

Property Address: 64500 OB Riley Road
Tumalo, OR 97703

THIS IS A PARTIAL ACQUISITION FOR ROAD PURPOSES

Exhibit A

File 9613033
Map RW9613M

IT IS ALSO UNDERSTOOD that Grantee shall never be required to remove the slope materials placed by it upon said property, nor shall Grantee be subject to any damages to Grantor, and grantor's heirs, successors and assigns, by reason thereof or by reason of any change of grade of the public way abutting on said property.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcels 4 and 5 on Exhibit "A" dated 4/29/2021**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcels 4 and 5, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

Exhibit A

File 9613033
Map RW9613M

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 28th day of June, 2022.

KNIFE RIVER CORPORATION - NORTHWEST, an Oregon corporation, successor by merger to Hap Taylor and Sons, Inc., an Oregon corporation

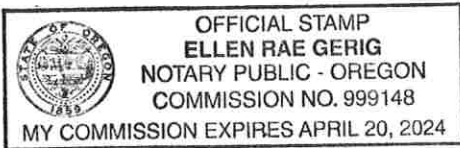
By *Brian R. May*
President

By *Ethan Hosenstein*
Secretary

STATE OF OREGON, County of *Linn*

Dated *July 21*, 2022. Personally appeared *Brian R. May* and *Ethan Hosenstein*, who, being sworn, stated that they are the President and Secretary of

Knife River Corporation - Northwest, an Oregon corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



Ellen Rae Gerig
Notary Public for Oregon
My Commission expires *July 21, 2022*

SEE ATTACHED SEPARATE SIGNATURE AND ACKNOWLEDGMENTS ON PAGE 4

Exhibit A

File 9613033
Map RW9613M

SIGNATURE AND ACKNOWLEDGMENT PAGE 4 AS ATTACHED TO ABOVE WARRANTY DEED DOCUMENT

DATED JUNE 28, 2022

**CASCADE NATURAL GAS CORPORATION,
a Washington corporation**

By *[Signature]*
President

By _____
Secretary

North Dakota
STATE OF OREGON, County of Burleigh

Dated July 19, 2022. Personally appeared Niede Kivisto and _____, who, being sworn, stated that they are the President and Secretary of

Cascade Natural Gas Corporation, a Washington corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:

DENYS SCHWARTZ
Notary Public
State of North Dakota
My Commission Expires Jan 11, 2023

[Signature]
Notary Public for Oregon
My Commission expires Jan. 11, 2023

Accepted on behalf of the Oregon Department of Transportation

Exhibit B

Cascade Natural Gas Corporation
State of Oregon
Sale of Portion of Land in Bend

Description	Original Cost	Accumulated Depreciation Reserve	Net Book Value	Estimated Sale Proceedes	Estimated Proceeds Less Cost
Land	\$ 2,754.03	\$ -	\$ 2,754.03	\$ 38,152.12	\$ 35,398.09

Exhibit B

Cascade Natural Gas Corporation
State of Oregon
Accounting Treatment on Sale of Portion of Land in Bend

Journal Entry to Record Sale of Property			
<u>Account</u>	<u>Debit</u>	<u>Credit</u>	<u>FERC Acct.</u>
Cash	\$ 301,894.87		131
Cash - money owed for shared land		\$ 263,742.75	131
Utility Plant - Land		\$ 2,754.03	101
Gain on Sale of Land		\$ 35,398.09	421.1

Journal Entry to Record Deferral of Gain on Sale of Land			
<u>Account</u>	<u>Debit</u>	<u>Credit</u>	<u>FERC Acct.</u>
Gain on Sale of Land	\$ 35,398.09		421.1
Accumulated Depreciation - Building		\$ 35,398.09	108

Summary of Balance Sheet Impacts

		<u>FERC Acct.</u>
Cash	\$ 38,152.12	131
Plant in Service	\$ (2,754.03)	101
Accumulated Depreciation Reserve	<u>\$ (35,398.09)</u>	108
Balance Sheet Impact	<u><u>\$ -</u></u>	

		<u>FERC Acct.</u>
<u>Summary of Income Statement Impacts</u>	<u>\$ -</u>	421.1
Net Income Statement Impact	<u><u>\$ -</u></u>	

Exhibit B

Cascade Natural Gas Corporation
State of Oregon
Cash Paid to Knife River Calculation

Cash Received from ODOT	\$	301,894.87
Improvements Required to Land ¹	\$	209,740.00
Net Proceeds	\$	<u>92,154.87</u>
Cascade Land Ownership Percentage		41.40%
Knife River Land Ownership Percentage		58.60%
		<u>100.00%</u>
Cascade Land Ownership of Net Proceeds	\$	38,152.12
Knife River Land Ownership of Net Proceeds	\$	54,002.75
	\$	<u>92,154.87</u>
Cash Paid to Knife River ²	\$	<u><u>263,742.75</u></u>

Notes:

¹ Work performed by Knife River prior to sale of the land.

² Cash Paid to Knife River includes cost to improve the land and the Knife River Land Ownership of Net Proceeds