

Pacific Power & Light Company  
920 S.W. 6th Avenue  
Portland, Oregon 97204  
Attn: Kathleen Rose

05-16-95A09:50 RCVD

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Timber Clearing Agreement  
Pacific Gas Transmission Company  
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Return to:

PPL  
PO Box 728  
Klamath Falls, OR  
97601

### TIMBER CLEARING AGREEMENT

The undersigned, PACIFICORP, dba Pacific Power & Light Company, hereinafter referred to as "Company," holding true ownership to all the timber covered under this agreement, said timber residing within a right of way granted to Company by the underlying landowner, Weyerhaeuser Company, on April 24, 1981, recorded in Klamath County, Oregon, under Volume M81, Page 10478 through 10484, does hereby agree to cut and clear timber from the right of way in preparation for the Pacific Gas Transmission Company, hereinafter referred to as "PGT," planned construction of PGT's Bonanza-Medford 12" Gas Pipeline project, under the terms of the Work Items and Reimbursable Work itemized below.

Though it is the Company's plan to schedule the clearing of various rights of way within its operating areas throughout 1995, the Company agrees to clear that portion of its 500kV Captain Jack-Medford Transmission Line (500kV) rights of way directly effected by PGT's project to assist PGT in meeting its planned construction schedule. The clearing covered under this Agreement shall begin at or near Company's 500kV structure number 1/42, located in Section 36 of Township 40 South, Range 6 East, W.M., and proceed in a Westerly direction, concluding at or near 500kV structure number 4/46, located in Section 31 of Township 39 South, Range 6 East, W.M.

The Company's overall clearing project on the 500kV rights of way will cover more area than required for PGT's project, therefore for purposes of this Agreement, that portion of shared area within the right of way shall be referred to as the "Common Area." The Common Area directly covered under this Agreement for reimbursement shall be in length generally equal to the distance between the above noted structures and shall be 50 (fifty) feet in width. The clearing area's north boundary line is in common with the north boundary line of Company's 500kV right of way, which is 87.5 feet from the 500kV transmission line centerline.

Regulations set forth in OSHA 1910.269 require specific qualifications for anyone performing tree trimming/clearing/cutting in proximity to existing powerlines. Any clearing activities on Company rights of way will be performed by licensed, qualified contractors. Therefore, Company will issue and hold the contract for, and direct the work of any/all clearing/cutting contractors on Company's 500kV right of way, whether on private land or government-owned land.

#### Scope of Work

For this Agreement, the following Work Items are hereby agreed to:

1. In addition to hiring and directing contract workers, Company will obtain any and all permits required to clear the timber within the Common Area inside Company 500kV right of way, with the exception of the area near structure number 1/42 on Bureau of Land Management (BLM) property (see Work Item No. 4, below).
2. As Company holds ownership to trees within the 500kV right of way on Weyerhaeuser property, Company will recover all timber covered under this Agreement and dispose of such timber in any manner it deems appropriate.
3. Company will have an inspector on-site on 500kV right of way when PGT performs clearing/cutting activities on the adjacent 15-foot strip, outside the Common Area (see Work Item No. 5, below).

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4. PGT shall be responsible for acquiring any/all permits and recovery plans on BLM lands located at or near structure number 1/42, as Company's Special Use Permit from the BLM does not allow for clearcutting that portion of the right of way. However, for any clearing/cutting performed on BLM land within the 500kV right of way, Pacific will issue and hold the contract for, and direct the work of such contractors.
5. For the pipeline construction project, PGT will acquire an additional 15 (fifteen) foot right of way strip outside, adjacent and parallel to the above noted north boundary line of the 500kV right of way.
  - a. PGT will be responsible for acquiring any and all permits and authorizations necessary to perform any clearing/cutting and rehabilitation work within this 15-foot strip.
  - b. PGT shall contact Company's Forestry Representative, Mr. Bill Harrington, at (503) 776-5493 in Medford, Oregon, or Operations Representative, Mr. Mike Wheeler, at (503) 883-7820 in Klamath Falls, at least 48 hours prior to any clearing/cutting activities within the 15-foot strip adjacent to the 500kV right of way.
  - c. PGT agrees that it shall take all necessary precautions to protect Company's facilities located within the 500kV right of way during any/all falling activities outside the right of way. When falling timber within this 15-foot strip, PGT shall cause said timber to fall away from the powerlines (see Work Item No. 3, above).
  - d. PGT shall also monitor this falling such that reasonable care is taken to protect remaining timber inventories, also adjacent to and outside the 15-foot strip, so as not to create additional hazard trees capable of falling and reaching the powerlines now or in the future.

#### Reimbursable Work

Company and PGT agree that specific portions of the work within the 500kV 50-foot Common Area shall be reimbursed by PGT to Company. Such reimbursement shall be for actual Time and Material associated with the performance of work covered by this agreement. Reimbursable Work shall include 3 (three) major components; 1). work performed by Company-contracted clearing/cutting workers, 2). work performed by Company employee(s) and/or contract inspectors to monitor the above work, and the work performed outside the 500kV right of way, within the 15-foot strip, to ensure the security and protection of Company facilities inside Company 500kV right of way during these activities, and 3). after cutting/clearing, the mitigation/rehabilitation required by any/all applicable permits and/or authorizations pertaining to the Common Area.

Under Reimbursable Work No. 1. PGT agrees to the following items:

1. PGT shall reimburse Company for falling costs within the 50-foot Common Area, from structure 1/42 to 4/46.

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Falling will be performed by use of either a mechanical feller or by hand falling. Falling methods will be determined by safety factors required to perform work.

Company anticipates the total cost for this item, including use of Timco Roto saw, Skidder, and De-limber @ \$2,686./day for 20 days, totaling \$53,720.

2. Slash produced by the clearing/cutting activities within the Common Area will be disposed of by utilization of a mechanical slashbuster. PGT shall be responsible for reimbursement of actual cost to perform this work. Company anticipates cost for this item @ \$110./hr for 25 hours to total \$2,750.
3. PGT shall reimburse Company for plantation mowing of the Common Area at a rate of \$191.13 per acre. The Common Area is 30.30 acres in size, therefore the total cost for this item shall be \$5,791.24.
4. If Company is required to utilize the work of a Sawyer to shear timber to a flush level, cost for this item is computed @ \$280./day for 20 days, totaling \$5,600.
5. Mobilization/de-mobilization costs computed at \$800. in and \$800. out; total this item \$1600.

Total costs for items 1 through 5 above estimated at \$69,461.

Under Reimbursable Work No. 2., PGT agrees to the following items:

1. PGT shall reimburse Company for Company employee(s) and/or Company-hired contractor(s) performance of work associated with the clearing/cutting work in the Common Area, including reimbursement for all reasonable costs including, but not limited to, time/labor to perform work associated with timber cruising and tallying, on-site inspection/monitoring, travel, meals, lodging, and/or materials incurred by Company's employees, while in the performance of work to support this Timber Clearing Agreement.

Forester/Forest Techs Cost for this work estimated for Forester time to prepare timber Harvest Plan @ \$40./hr for 5 days totaling \$1,600.

Cost for Forester time to coordinate ground work @ \$40./hr for 2 days totaling \$640., along with vehicle charge of \$6.50/hour for 2 days for a total \$104.; total this item \$744.

Costs for 2-man Forest Tech crew total \$588. plus \$91. 4x4 vehicle cost for a total of \$679.

Safety Inspector The Company has a mandatory standard which requires safety inspector monitoring of cutting/clearing activities, when those activities will encroach within a specified clearance distance to an energized transmission line. Due to the height of the existing trees to be cleared in the Common Area and their proximity to the line, this standard will be met.



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Work for this item will be billed at/about \$35./hour for inspector, along with \$6.50/hour for use of 4x4 vehicle, and \$75./day per diem for each day of work. Total daily reimbursement charge for this item would be \$407. per day for each day monitoring activities are performed. Company anticipates 20 days of safety inspection monitoring for a total of \$8,140.

**Total costs for item 1. above estimated at \$11,164.**

2. PGT shall also reimburse Company, if Company' Operations Representative deems it necessary to assure safety and protection of Company facilities within the 500kV right of way, to have Company employee(s) and/or Company-hired contractor(s) perform work associated with safety inspection/monitoring of clearing/cutting work which PGT will direct in the 15-foot adjacent strip.

Work for this item will be billed at/about \$35./hour for inspector, along with \$6.50/hour for use of 4x4 vehicle, and \$75./day per diem for each day of work. Total daily reimbursement charge for this item would be \$407. per day for each day monitoring activities are performed. Number of days for this item will be determined by work schedule of PGT's cutting/clearing crew performing work within the 15-foot adjacent strip.

**Total costs for this section's item 2. above not identified prior to work completion. Work schedule will be determined by PGT contract cutting/clearing crew, with reimbursement directed to Company after completion for actual time safety inspector was required to monitor activities.**

Under Reimbursable Work No. 3., PGT agrees to the following items:

1. PGT shall reimburse Company for mitigation/rehabilitation required by any/all applicable permits and/or authorizations pertaining to the Common Area, whether this work is performed and/or inspected by Company employee(s) or by Company-hired consultants/contractors.

Mitigation activities anticipated to be covered as a part of Reimbursable Work No. 1., Items 1. and 2., and not identified as a separate item(s). Company's cutting/clearing contractor will be responsible for clean-up of the right of way as directed by Company.

**Total for Reimbursable Work Nos. 1 and 2 anticipated to cost \$80,625.**

**Total for Reimbursable Work No. 3 to be identified after PGT's work in the 15-foot strip is performed.**

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#### Invoicing

Company will compile one (1) invoice per month for the previous month where clearing/cutting or rehabilitation activities occurred. Invoice submittal will include copies of any contractor invoices in addition to Company employee(s) time and expense charges, until such time as all clearing/cutting and rehabilitation is complete to Company's satisfaction. The first invoice shall be submitted to PGT within thirty (30) days of clearing/cutting activities work completion and then one invoice per month for each additional month, where rehabilitation and/or inspection/monitoring activities occurred. PGT shall forward payment to Company's designated representative, at the address listed below, within thirty (30) days of issue of said invoice.

Invoice payments shall be made payable to Pacific Power & Light Co., and addressed to the attention of:

Pacific Power & Light Company  
Property Management Dept, Rm 1000 PSB  
Attn: Mike Eshala  
920 S. W. 6th Ave., Rm 1000 PSB  
Portland, Oregon 97204

#### Schedule

Pacific anticipates clearing/cutting activities will begin within the Common Area on or about May 15, 1995, with expected completion on or about June 15, 1995.





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Executed this 11<sup>th</sup> day of MAY, 19 95.

SEAL)

Attest:

[Signature]  
Secretary

PACIFICORP,  
an Oregon corporation  
dba PACIFIC POWER & LIGHT COMPANY

By

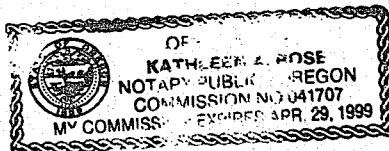
[Signature] Vice President  
Address: 920 SW 6th AVE.  
PORTLAND, OR

State of OREGON )

County of MULTNOMAH ) ss

On this day personally appeared before me PAUL N. PECHERSKY  
and CLARON K. FERGUSON, known to me (or proved to me on the basis of  
satisfactory evidence), to be (the authorized officer or agent) of the corporation that executed the  
within and foregoing instrument, and acknowledge said instrument to be the voluntary act and deed  
of said corporation, and on oath stated that (he/she/they) were authorized to execute said instrument.

Given under my hand and official seal this 11<sup>th</sup> day of MAY, 19 95.



[Signature]  
Notary Public for OREGON

Residing at WEST LINN

My Commission Expires: 4-29-99

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of PP & L the 16th day  
of May A.D., 19 95 at 9:50 o'clock A M., and duly recorded in Vol. M95,  
of Deeds on Page 12643

FEE \$40.00

[Signature]  
Bernetha G. Letsch, County Clerk