



August 30, 2023

Mark Lindley
Portland General Electric
Senior Principal, Real Estate Strategy, Acquisitions & Dispositions
121 SW Salmon Street, 1WTC1302
Portland, Oregon 97204-9951

BY ELECTRONIC MAIL TO ALL PARTIES AUGUST 30, 2023
BY US MAIL TO MARK LINDLEY ONLY

RE: Request to reduce the acreage in the Seely Sublease by 19 acres

Dear Mr. Lindley,

I'm writing on behalf of the Port of Columbia County ("the Port") to formally request what we have previously requested of Portland General Electric ("PGE") in several previous meetings. This request is to remove a portion of the land currently occupied by Warren Seely as part of the Seely Agricultural Lease with PGE at Port Westward. PGE is a tenant of the Port, so the Lease between PGE and Mr. Seely is actually a Sublease ("Seely Sublease"). It was originally dated September 1, 2003, and amended on three (3) occasions (in 2007, 2010 and 2020). The Seely Sublease is currently in effect and expires in 2030.

This request is to remove approximately 19 acres from the Seely Sublease for use as part of the important and exciting NEXT Renewable Fuels project ("NEXT Project") at Port Westward.

PGE, the Port and the Seely's have long contemplated and been aware that portions of the Seely Sublease would be removed from the leasehold in the event of new development at Port Westward. This possibility is captured in the Seely Sublease at Section 17, where PGE as the "Lessor" has the right and option to reduce the acreage:

17. Lessor's Options. Lessor shall have the right and option at all times during the Term hereof, or any extension thereof, to reduce the acreage constituting the Premises and/or to terminate this Lease as deemed necessary or appropriate by Lessor as follows:

17.1 Reduction. Lessor shall have the right and option to reduce the acreage constituting the Premises by delivering written notice of the exercise of such right to Lessee at the address set forth herein not less than one hundred eighty (180) days prior to the effective date of the reduction. In such event, provided Lessee is not in default under the terms hereof, and further provided that Lessee is unable to harvest the current year's crop, Lessor shall reimburse Lessee by means of a rent credit for the reasonable value of the seed, fertilizer, and pesticides directly associated with the then current year's crop and the reduced acreage and the future Rent due pursuant to the Lease shall be reduced proportionately; provided, however, that, in no event shall Lessor be liable to Lessee pursuant to this Subsection for any sum in excess of the then current rent due Lessor pursuant hereto

prorated for the one hundred eighty (180) day notice period. Notwithstanding the foregoing, if the acreage reduced is equal to or less than Fifty (50) acres Lessor shall not be required to adjust the rent, or compensate or reimburse Lessee in any fashion with respect to such reduction. (emphasis added)

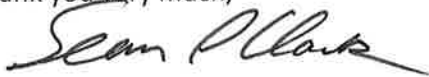
17.2 Termination. Lessor shall have the right and option to terminate this Lease by delivering written notice of the exercise of such right to Lessor at the address set forth herein not less than one hundred eighty (180) days prior to the effective date of termination. In such event, provided Lessee is not in default under the terms hereof, and further provided that Lessee is unable to harvest the current year's crop, Lessor shall reimburse Lessee by means of a rent credit for the reasonable value of seed, fertilizer, and pesticides directly associated with the current year's crop and the Premises. Notwithstanding the foregoing, in no event shall Lessor be liable to Lessee pursuant to this Subsection for any sum in excess of the then current rent due Lessor pursuant hereto for the lease year in which the termination is effective.

The Port is asking PGE to reduce the acreage of the Seely Sublease by approximately 19 acres. Pursuant to Section 17.1, no compensation of Mr. Seely is required. The 19 acres is outlined in the attached documents. The attachments highlight the need for (a) Piperack Access; (b) Hermo Rd. Access; and (c) Emergency Road Access for the NEXT Project. The attached letter also includes drawings which specifically outline the acreage needed for the NEXT Project on page 1 of the April 2, 2021 letter to PGE.

PGE has already agreed to send this notice to Mr. Seely. This acreage is vital to the NEXT Project, so we are kindly asking that you provide the 180-day *Notice of Reduction of Acreage* to Mr. Seely immediately but no later than **September 13, 2023**.

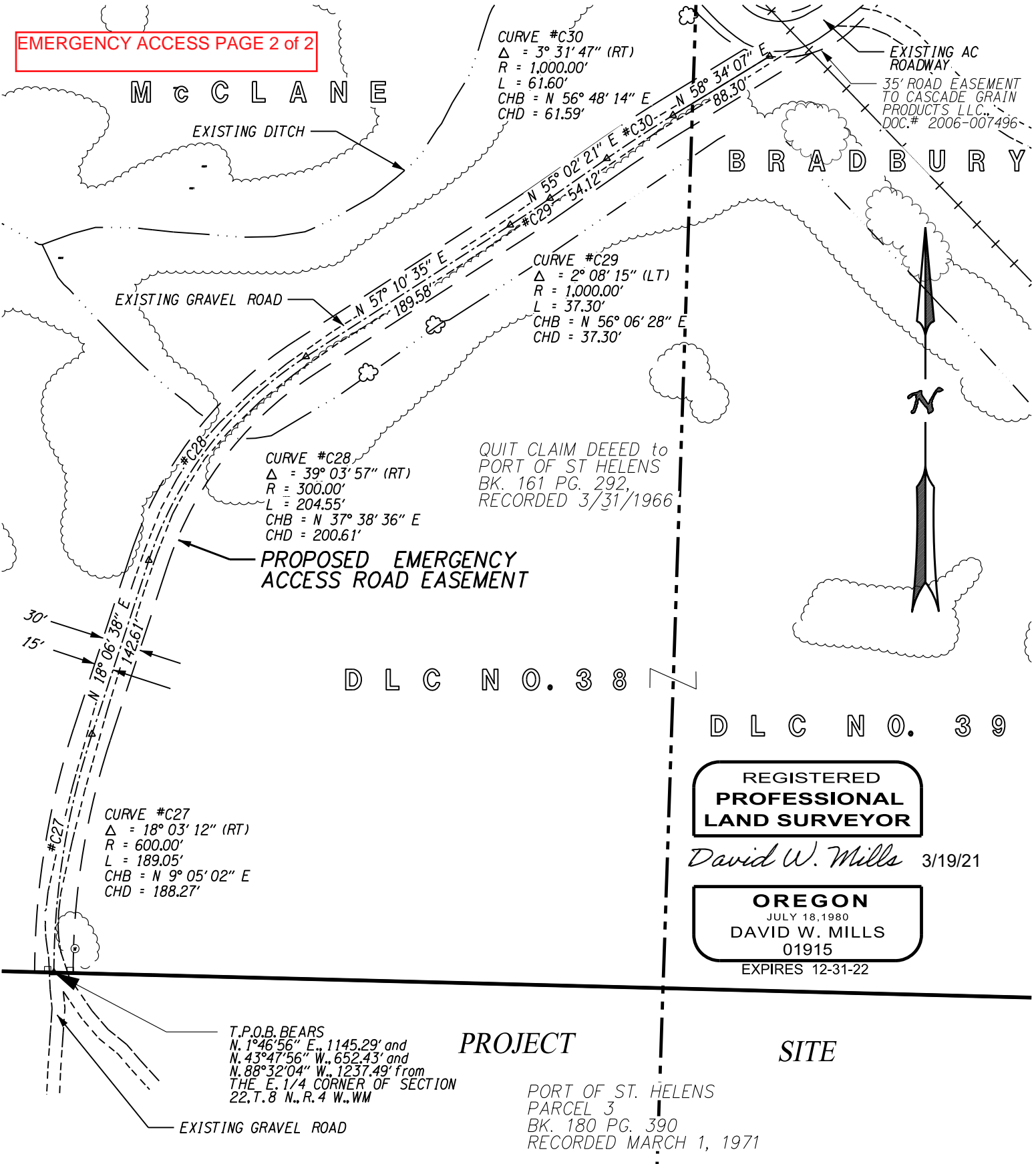
Please let me know if you have any questions.

Thank you very much,



Sean P. Clark
Executive Director
Port of Columbia County

Cc: Kristin Ingram
Brian Clark
John Morton
Wayne Law
KJ Lewis



PROFESSIONAL LAND SURVEYING
 9715 SW BUCKSKIN TER.,
 BEAVERTON, OR 97008

Dave Mills
 Consulting Inc.

PHONE
 503-330-8646

dave@davemillsconsulting.com

NEXT RENEWABLE FUELS OREGON, LLC
PROPOSED
EMERGENCY ACCESS EASEMENT
 in the
 NE 1/4 OF SECTION 22, T. 8 N., R. 4 W., WM
 COLUMBIA COUNTY, OREGON

SCALE: 1" = 100'
 FILE: FILENAME
 DATE: 03/06/2021 JOB NO: 19-08

SHEET 1 OF x



9715 SW Buckskin Ter.
Beaverton, Oregon 97008
Ph: 503-330-8646
Email: davemillsconsulting.com

PIPELINE EASEMENT PAGE 1 of 4

PIPELINE EASEMENT PARCEL
PORT OF ST. HELENS TO
NEXT RENEWABLE FUELS OREGON, LLC

A PARCEL OF LAND BEING PART OF THAT TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED TO THE PORT OF ST. HELENS RECORDED MARCH 31, 1966 IN BOOK 161, PAGE 292, COLUMBIA COUNTY DEED RECORDS AND BEING SITUATED IN THE SOUTHEAST ONE QUARTER OF SECTION 21 AND THE SOUTHWEST ONE QUARTER OF SECTION 22 AND THE SOUTHWEST ONE QUARTER OF SECTION 16 ALL IN TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PONT (NORTH 921927.27 and EAST 7524913.44) WHICH BEARS S. 88° 29' 23" E. A DISTANCE OF 1248.34 FEET and THENCE S. 01° 46' 56" W. A DISTANCE OF 163.00 FEET and THENCE S. 88° 29' 23" E. A DISTANCE OF 3221.59 FEET FROM THE EAST ONE QUARTER CORNER OF SAID SECTION 22 AS SURVEYED BY DAVE MILLS CONSULTING ON JANUARY 12, 2021 AND RECORDED AS CS# 6733, COLUMBIA COUNTY SURVEY RECORDS. **THENCE FROM SAID POINT OF BEGINNING**, N. 41° 21' 17" W. A DISTANCE OF 2319.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A 35.00 FOOT RADIUS CURVE CONCAVED TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 91° 49' 11" (CHORD BEARS N. 04° 33' 19" E., A DISTANCE OF 50.28 FEET) AN ARC DISTANCE OF 56.09 FEET; THENCE N. 50° 27' 55" E. A DISTANCE OF 51.68 FEET TO A POINT OF CURVATURE; THENCE ALONG A 50.00 FOOT RADIUS CURVE CONCAVED TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 62° 05' 22" (CHORD BEARS N. 19° 25' 14" E., A DISTANCE OF 51.57 FEET) AN ARC DISTANCE OF 54.18 FEET; THENCE N. 11° 37' 27" W. A DISTANCE OF 55.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE CHARLES HERMO ROAD AS DESCRIBED IN DEDICATION DEED TO COLUMBIA COUNTY RECORDED AS DOC. # 2008-008404, COLUMBIA COUNTY DEED RECORDS; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S. 73° 22' 53" W. A DISTANCE OF 176.60 FEET TO **POINT A**; THENCE LEAVING SAID RIGHT OF WAY LINE, S. 16° 37' 07" E. A DISTANCE OF 105.47 FEET; THENCE S. 41° 21' 17" E. A DISTANCE OF 2363.72 FEET; THENCE S. 88° 29' 23" E. A DISTANCE OF 60.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL **CONTAINS 2.83 ACRES MORE OR LESS.**

NEXT RENEWABLE FUELS OREGON, LLC

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

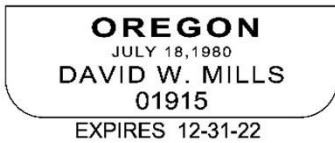
BEGINNING AT A POINT WHICH BEARS N. 16° 37' 07" W. A DISTANCE OF 60.00 FEET FROM ABOVE DESCRIBED POINT A; THENCE FROM SAID POINT OF BEGINNING, N. 16° 37' 07" W. A DISTANCE OF 30.00 FEET; THENCE ALONG A LINE BEING 30.00 FEET NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF SAID CHARLES HERMO ROAD, N. 73° 22' 53" E. A DISTANCE OF 377.65 FEET; THENCE, N. 43° 48' 38" W. A DISTANCE OF 185.11 FEET MORE OR LESS TO A POINT BEING 30 FEET NORTHERLY FROM THE CENTER OF A EXISTING GAS LINE; THENCE N. 55° 07' 34" E. A DISTANCE OF 15.18 FEET; THENCE N. 43° 48' 38" W. A DISTANCE OF 2093.74 FEET; THENCE N. 46° 24' 37" E. A DISTANCE OF 218.76 FEET TO THE EASTERLY LINE OF A 30.00 FOOT PIPE EASEMENT TO CASCADE GRAIN PRODUCTS, LLC RECORDED IN DOC. # 2006-007498 SAID DEED RECORDS; THENCE S. 43° 35' 23" E. A DISTANCE OF 15.00 FEET; THENCE S. 46° 24' 37" W. A DISTANCE OF 203.70 FEET; THENCE S. 43° 48' 38" E. A DISTANCE OF 2310.58 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, S. 73° 22' 54" W. A DISTANCE OF 426.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.21 ACRES MORE OR LESS.

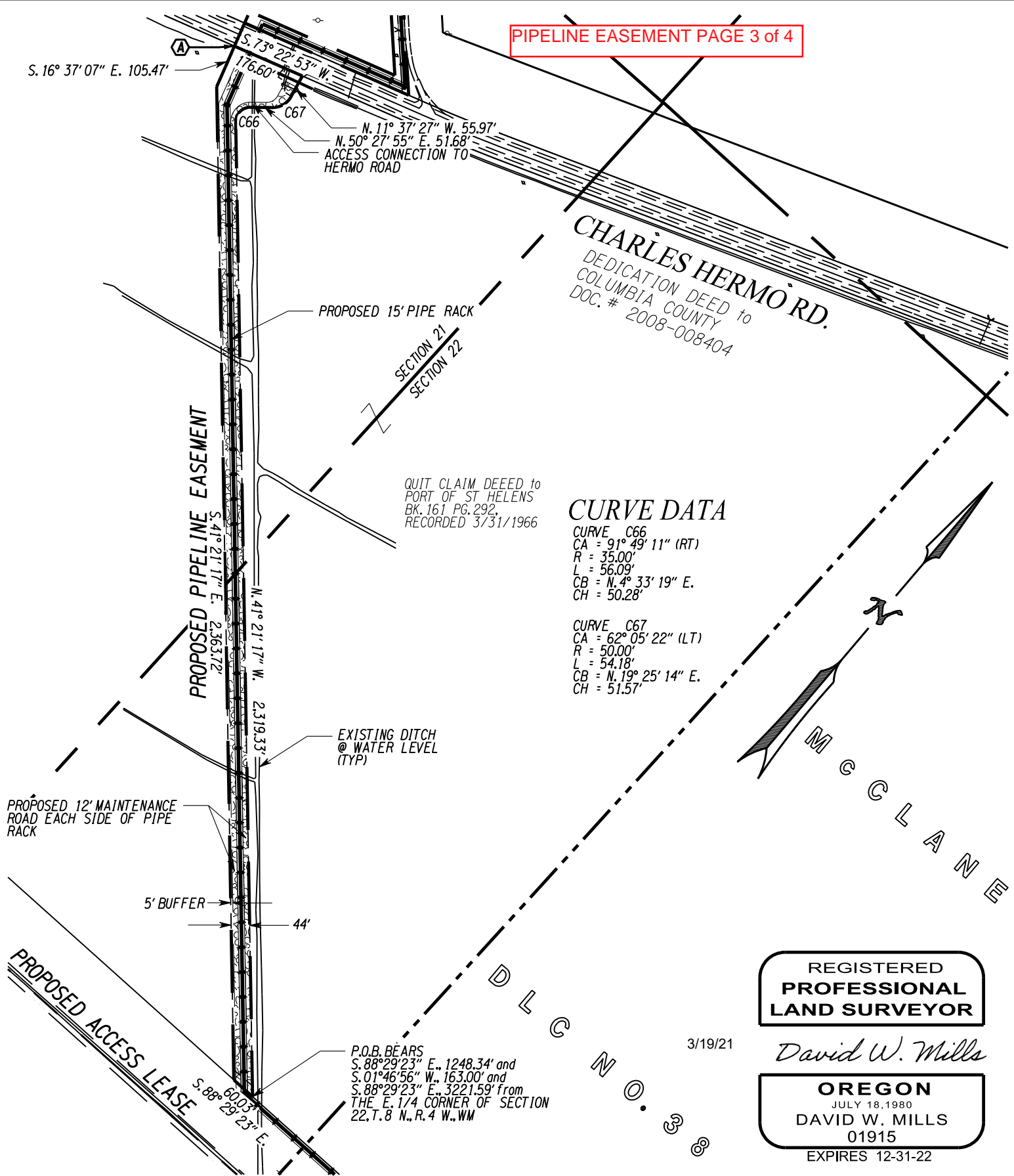
THE BASIS OF BEARINGS OF THIS LEGAL DESCRIPTION IS NAD 83(1998) HOLDING NGS STATION "CLATS".
COORDINATES ARE LDP.



David W. Mills 3/19/21



S. 16° 37' 07" E. 105.47'



CURVE DATA

CURVE C66
 CA = 91° 49' 11" (RT)
 R = 35.00'
 L = 56.09'
 CB = N. 4° 33' 19" E.
 CH = 50.28'

CURVE C67
 CA = 62° 05' 22" (LT)
 R = 50.00'
 L = 54.18'
 CB = N. 19° 25' 14" E.
 CH = 51.57'

QUIT CLAIM DEED to
 PORT OF ST HELENS
 BK. 161 PG. 292,
 RECORDED 3/31/1966

REGISTERED
**PROFESSIONAL
 LAND SURVEYOR**

David W. Mills

OREGON
 JULY 18, 1980
DAVID W. MILLS
 01915

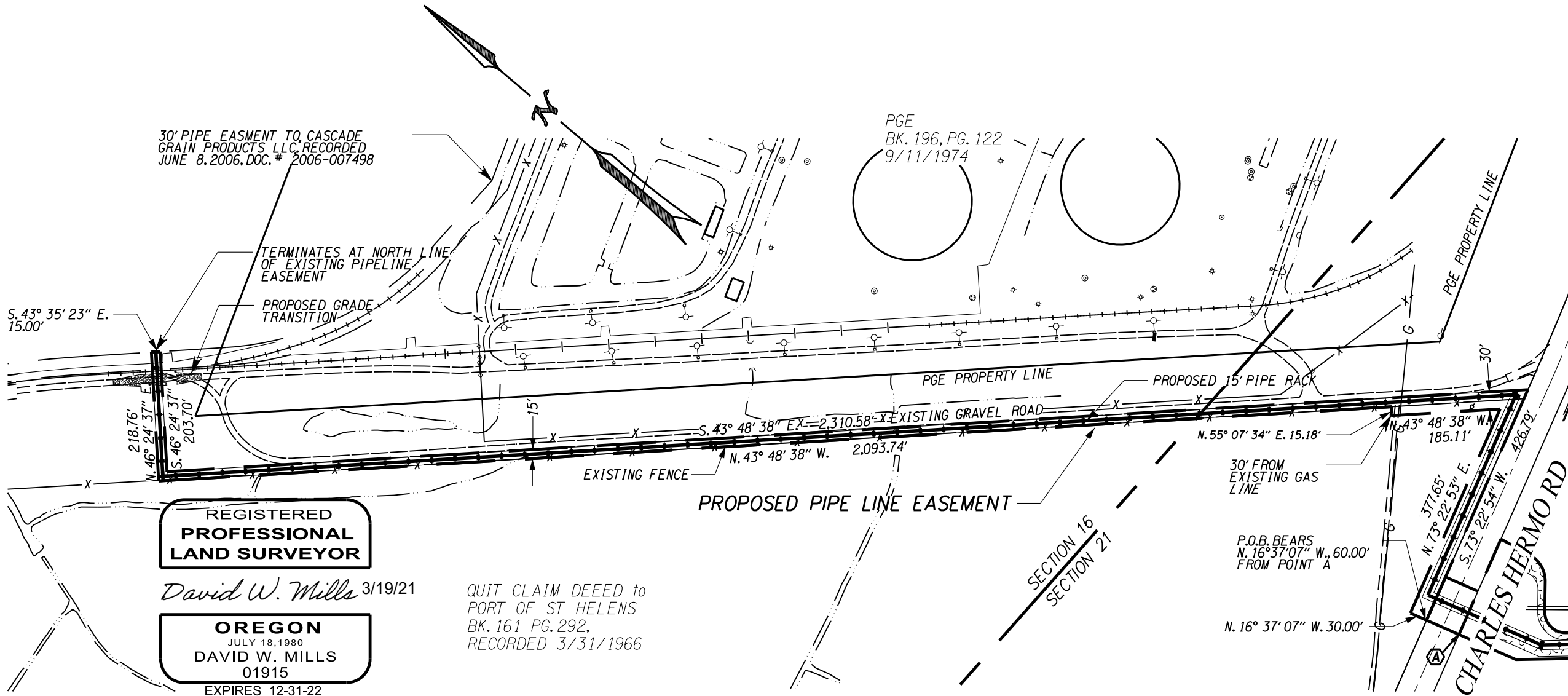
EXPIRES 12-31-22

3/19/21

PROFESSIONAL LAND SURVEYING
 9715 SW BUCKSKIN TER.,
 BEAVERTON, OR 97008
Dave Mills
 Consulting Inc.
 PHONE 503-330-8646
 dave@davemillsconsulting.com

**NEXT RENEWABLE FUELS OREGON, LLC
 PROPOSED
 PIPE LINE EASEMENT**

in the
 SW 1/4 OF SECTION 22 & SE 1/4 OF SECTION 21, T.8 N., R. 4 W., WM
 COLUMBIA COUNTY, OREGON
 SCALE: 1" = 300'
 FILE: FILENAME JOB NO: 19-08
 DATE: 03/05/2021 REVISED 03/07/2021 & 3/19/21



REGISTERED PROFESSIONAL LAND SURVEYOR

David W. Mills 3/19/21

OREGON JULY 18, 1980 DAVID W. MILLS 01915 EXPIRES 12-31-22

QUIT CLAIM DEED to PORT OF ST HELENS BK. 161 PG. 292, RECORDED 3/31/1966

PROFESSIONAL LAND SURVEYING
9715 SW BUCKSKIN TER., BEAVERTON, OR 97008

Dave Mills
Consulting Inc.

PHONE 503-330-8646

dave@davemillsconsulting.com

JOB NO: 09-08
SCALE: 1" = 200'
FILE: PIPE_RACK_ESMT_2.DGN
DATE: 03/05/2021

NEXT RENEWABLE FUELS OREGON, LLC
PROPOSED PIPE LINE EASEMENT
in the
NW 1/4 OF SECTION 21 & SW 1/4 OF SECTION 16, T.8 N., R.4 W., WM
COLUMBIA COUNTY, OREGON



ACCESS ROAD LEASE PARCEL
PORT OF ST. HELENS TO
NEXT RENEWABLE FUELS OREGON, LLC

A TRACT OF LAND BEING PART OF THAT TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED TO THE PORT OF ST. HELENS RECORDED MARCH 31, 1966 IN BOOK 161, PAGE 292, COLUMBIA COUNTY DEED RECORDS AND BEING SITUATED IN THE SOUTHEAST ONE QUARTER OF SECTION 21 AND THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

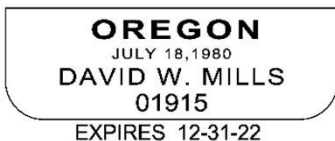
BEGINNING A POINT WHICH BEARS S.88°29'23" E. A DISTANCE OF 3221.59 FEET FROM THE EAST ONE QUARTER CORNER OF SAID SECTION 22 AS SURVEYED BY DAVE MILLS CONSULTING INC. ON JANUARY 12, 2021 AND RECORDED AS CS#6733, COLUMBIA COUNTY SURVEY RECORDS. THENCE N. 01° 46' 56" E. A DISTANCE OF 163.00 FEET; THENCE N. 88° 29' 23" W. A DISTANCE OF 3836.36 FEET TO THE EASTERLY RIGHT OF WAY LINE CHARLES HERMO ROAD AS DESCRIBED IN DEDICATION DEED TO COLUMBIA COUNTY RECORDED AS DOC. # 2008-008404, COLUMBIA COUNTY DEED RECORDS ; THENCE ALONG SAID RIGHT OF WAY LINE ON A NON TANGENT 5030.00 FOOT RADIUS CONCAVED WESTERLY THROUGH A CENTRAL ANGLE OF 1°54'39" (CHORD BEARS S. 12°08'14" E, A DISTANCE OF 167.74 FEET) AN ARC DISTANCE OF 167.74 FEET TO THE EAST WEST CENTERLINE OF SAID SECTIONS 21 AND 22; THENCE ALONG SAID CENTERLINES S. 88°29'23" E. A DISTANCE OF 3796.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT **CONTAINS 14.28 ACRES MORE OR LESS.**

THE BASIS OF BEARINGS OF THIS LEGAL DESCRIPTION IS NAD 83(1998) HOLDING NGS STATION "CLATS".
COORDINATES ARE LDP.



David W. Mills 3/19/21



NEXT RENEWABLE FUELS GROUP LLC

CHARLES HERMO RD.

DEDICATION DEED to
COLUMBIA COUNTY
DOC. # 2008-008404

QUIT CLAIM DEED to
PORT OF ST HELENS
BK. 161 PG. 292,
RECORDED 3/31/1966

CURVE DATA

CURVE C68
CA = 1° 54' 39" (RT)
R = 5,030.00'
L = 167.74'
CB = S. 12° 08' 14" E.
CH = 167.74'

M C C L A N E

REGISTERED
PROFESSIONAL
LAND SURVEYOR

3/19/21 *David W. Mills*

OREGON
JULY 18, 1980
DAVID W. MILLS
01915
EXPIRES 12-31-22

D L C N O . 3 8

PROJECT

SITE

DEED to
TEEVIN INVESTMENTS CO., INC.
RECORDED AS
DOC. # 2019-001033

PROPOSED ACCESS LEASE PARCEL

S. 88° 29' 23" E. 3,836.36'

S. 88° 29' 23" E. 3,796.01'

S. 88° 29' 23" E. 3,221.59'

EAST 1/4 CORNER SECTION 22
T. 8 N., R. 4 W., WM

EXISTING DITCH

150' M/L

PROFESSIONAL LAND SURVEYING
9715 SW BUCKSKIN TER.,
BEAVERTON, OR 97008

Dave Mills
Consulting Inc.

PHONE
503-330-8646

dave@davemillsconsulting.com

NEXT RENEWABLE FUELS OREGON, LLC
PROPOSED
ACCESS LEASE PARCEL

in the
SW 1/4 OF SECTION 22 & SE 1/4 OF SECTION 21, T. 8 N., R. 4 W., WM
COLUMBIA COUNTY, OREGON

JOB NO: 09-08
SCALE: 1" = 500'
FILE: ACCESS ESMT.DGN
DATE: 03/05/2021 REVISED 3/7/21 & 3/19/21



Portland General Electric Company

121 SW Salmon Street, IWTC1302, Portland, Oregon 97204-9951
www.PortlandGeneral.com

September 18, 2023

Warren Seely
19039 Beaver Dike Road
Clatskanie, Oregon 97016-2018

Re: Agricultural Lease dated Lease dated September 1, 2003, as amended, Columbia County, Oregon

Warren:

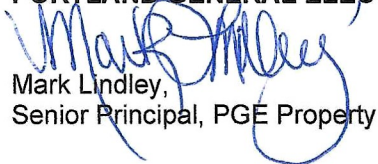
The purpose of this letter is to confirm that I delivered to you a copy of the letter dated August 30, 2023, from the Port of Columbia County to me relating to the reduction of acreage (approximately 19 acres) associated with the above-referenced Lease and that we generally discussed the reduction on Friday, September 15, 2023. Delivery of that letter commenced the running of the 180 day notice period required by the Lease.

We will continue to work with you to attempt to mitigate the impact of the reduction of acreage.

Your prompt attention and anticipated cooperation are appreciated.

Sincerely,

PORTLAND GENERAL ELECTRIC COMPANY


Mark Lindley,
Senior Principal, PGE Property

Enc. Port of Columbia County Letter dated August 30, 2023

Cc: Addressee via Email
Port of Columbia County via Email
Kristin Ingram, Assistant General Counsel via Email



September 22, 2023

Warren Seely
19039 Beaver Dike Rd.
Clatskanie, OR 97016-2018

BY ELECTRONIC MAIL AND US MAIL.

RE: Recap of our meetings on July 24, 2023 and September 18, 2023

Dear Mr. Seely,

I am following up on our two recent meetings where we discussed (among other topics) the property being removed from your PGE Sublease at Port Westward. The Port was copied on the letter Mark Lindley sent on September 18, 2023, formally notifying you of the acreage reduction.

The Port understands that this adjustment will not come without cost to you, and we wish to help with either the costs associated with moving infrastructure that supports your farming operation or making sure your infrastructure is accommodated in the design of the structures that will be placed on the sub-leasehold. At our meeting on July 24th, I requested that you work out the anticipated costs of the necessary modifications.

When we met on September 18th, you advised that you met with Mark Lindley on Friday, September 15th, and that he had given you a copy of our letter to PGE dated August 30th, along with attachments originally sent to PGE in April of 2021. These attachments depicted the acreage being removed. I'm sure that you are aware of the terms of the sublease (a portion of Section 17 is below), but to be clear – even though PGE is not obligated to compensate you for anything less than 50 acres being removed, the Port is willing to help with these costs as either a continued market discount on the 211 acres that you lease directly from the Port, or by monetary compensation.

17. Lessor's Options. *Lessor shall have the right and option at all times during the Term hereof, or any extension thereof, to reduce the acreage constituting the Premises and/or to terminate this Lease as deemed necessary or appropriate by Lessor as follows:*

17.1 Reduction. *Lessor shall have the right and option to reduce the acreage constituting the Premises by delivering written notice of the exercise of such right to Lessee at the address set forth herein not less than one hundred eighty (180) days prior to the effective date of the reduction. In such event, provided Lessee is not in default under the terms hereof, and further provided that Lessee is unable to harvest the current year's crop, Lessor shall reimburse Lessee by means of a rent credit for the reasonable value of the seed, fertilizer, and pesticides directly associated with the then current year's crop and the reduced acreage and the future Rent due pursuant to the Lease shall be reduced proportionately; provided, however, that, in no event shall Lessor be liable to Lessee pursuant to this Subsection for any sum in excess of the then current rent due Lessor pursuant hereto prorated for the one hundred eighty (180) day notice period. Notwithstanding the foregoing, if the acreage reduced is equal to or less than Fifty (50) acres Lessor shall not be required to adjust the rent, or compensate or reimburse Lessee in any fashion with respect to such reduction. (emphasis added)*

We are happy to come and walk the area in question with you so that we can better understand what is involved on your side to ensure that you can continue to operate as you have.

Please tell us when it is convenient for us to meet to assess your needs and feel free to contact me at any time should you have any questions.

Thank you,



Sean P. Clark
Executive Director
Port of Columbia County

Cc: Kristin Ingram
Mark Lindley
KJ Lewis