

G211225

Washington Contract  
No. 10983Deed No. 25866-W

## N O R T H E R N   P A C I F I C   R A I L W A Y   C O M P A N Y

THIS DEED, made the 9th day of May, A.D. 1958, by the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, grantor, to the PACIFIC POWER & LIGHT COMPANY, a Maine corporation, of Portland, in the County of Multnomah, and State of Oregon, grantee, WITNESSETH:

The grantor, in consideration of the sum of twenty-two thousand eighty-three dollars and fifty cents (\$22,083.50) unto it paid, the receipt whereof is acknowledged, conveys and warrants unto the grantee, its successors and assigns, the following described lands situated in Clark and Skamania Counties, Washington, to-wit:

That part of Lot three (3) of Section twenty-five (25), in Township seven (7) North, Range four (4), in said Clark County, lying northerly of the 510-foot contour line above mean sea level, United States Coast & Geodetic Survey datum, and southerly of the contour line of the normal operating level of the Yale Hydroelectric Project on the Lewis River, said normal operating level being elevation 490 feet above mean sea level, United States Coast and Geodetic Survey datum.

Also Lots two (2), seven (7) and eight (8) of Section twenty-five (25), and Lots four (4) and five (5) of Section twenty-seven (27), in Township seven (7) North, Range five (5), in said Skamania County, said Section 25 being subject to the rights granted the United States of America, under easement deed dated April 3rd, 1919, for telephone and telegraph lines.

Also Lots one (1) and two (2) of Section twenty-nine (29), in Township seven (7) North, Range five (5), in said Skamania County, excepting therefrom, however, the 1.53-acre tract in said Lot 1 sold to the Washington Veneer Corporation by deed dated February 14th, 1951, said Section 29 being subject to the rights granted the United States of America, under easement deed dated April 3rd, 1919, for telephone and telegraph lines.

Also a tract of land in Lot nine (9) of said Section 29, in Township 7 North, Range 5, said Skamania County, described by metes and bounds as follows:

Beginning at the east quarter corner of said Section 29; thence S. 0° 32' 30" W. along the east line of said Section 29, 569.66 feet to the meander corner on the north side of the Lewis River; thence S. 0° 37' 35" W. along said east line 143.81 feet to the true point of beginning said point being an iron rod set on the south line of the Lewis River; thence S. 0° 37' 35" W. 403.67 feet; thence S. 63° 44' 10" W. 392.65 feet; thence S. 69° 01' 10" W. 670.62 feet; thence N. 14° 26' 45" W. 406.37 feet, more or less,

to a point on the south bank of the Lewis River; thence northeasterly along said south bank of the Lewis River 1164.78 feet to said true point of beginning.

The tracts of land hereby conveyed lie East of the Willamette Meridian, contain one hundred seventy-six and fifty-four hundredths (176.54) acres, more or less, and are subject to an easement in the public for any public roads heretofore laid out or established and now existing over and across any part of the premises.

Excepting and reserving unto the grantor, its successors and assigns, forever, all minerals of every nature whatsoever, including but not limited to uranium, coal, iron, natural gas and oil in, upon or under said lands, together with the right to the use of such part of the surface as may be necessary or convenient for the purpose of exploring for (by geological, geophysical or other methods), and drilling for, producing, mining, extracting, taking, storing and transporting the same; together with the right to the use of such sub-surface strata as may be necessary or convenient for the purpose of underground storage or injection of oil, gas or other hydrocarbons, water, or other substances therein, whether produced from the lands or elsewhere; but the grantor, its successors and assigns, shall not in any manner whatsoever damage or destroy or interfere with, or with the operation of, any improvement or installation placed upon or in said lands by or under authority of the grantee.

Together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said lands and appurtenances unto the grantee, its successors and assigns, forever.

The grantor will forever warrant and defend the title to the premises, except as against liens, charges and incumbrances originating after the date hereof, and taxes and assessments becoming due and payable in the year 1959 and following years.

IN WITNESS WHEREOF, the grantor has caused these presents to be sealed with its corporate seal and signed by its Vice President the day and year first above written.

In Presence Of:

NORTHERN PACIFIC RAILWAY COMPANY,

John L. Garity

By

Stan Van VICE PRESIDENT

Kenneth L. Stow

Attest:

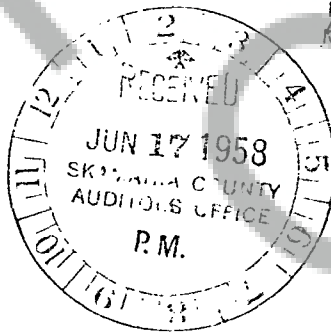
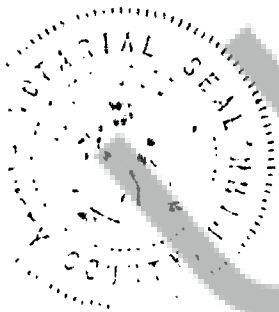
Timothy A. Chald Secretary



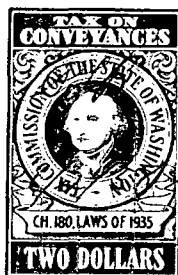
STATE OF MINNESOTA )  
 ) ss  
 COUNTY OF RAMSEY )

On this 27th day of May A.D. 1958, before me personally appeared E. B. STANTON, to me known to be the Vice President of the Northern Pacific Railway Company, the corporation which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



J. W. Thayer  
 J. W. THAYER,  
 Notary Public, Ramsey County, Minn.  
 My Commission Expires Nov. 17, 1964



Real Estate Excise Tax  
 Ch. 11 Rev. Laws 1951  
\$ 39.31 has been paid  
 Rcpt. # 23781 6-11-58  
 Eva King Bldg. 11  
 Clark County Treasurer  
 By L. M. Thompson  
 Deputy  
 No. 176

TRANSACTION EXCISE TAX

JUN 17 1958  
 Amount Paid \$ 181.53  
Mabel J. Geller  
 Skamania County Treasurer  
 By Meredith M. Doxwell  
 Deputy