Washington Contract No. 11005

Deed No.25944-W

NORTHERN PACIFIC RAILWAY COMPANY

THIS DEED, made the 22nd day of April, A.D.1959, by the NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, grantor, to the PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, of Portland, in the County of Multnomah, and State of Oregon, grantee, WITNESSETH:

The grantor, in consideration of the sum of one thousand five hundred sixty-eight dollars and sixty-four cents (\$1,568.64) unto it paid, the receipt whereof is acknowledged, grants, bargains, sells and conveys unto the grantee, its successors and assigns, the following described tracts of land situate in the County of Skamania, and State of Washington, to-wit:

That part of the southwest quarter of northwest quarter (SW\frac{1}{4}\text{of}N\frac{1}{4}\text{of}\text{N}\frac{1}{4}\text{of}\text{N}\frac{1}{4}\text{of}\text{N}\frac{1}{4}\text{of}\text{of}\text{of}\text{of}\text{Section twenty-nine (29), in Township seven (7) North, Range six (6) East of the Willamette Meridian, lying south and west of and below the 1000-foot elevation United States Coast and Geodetic Survey datum which is normal operating level of the reservoir of the grantee's Swift Hydroelectric Project, containing two hundred seventy-two and twenty-four hundredths (272.24) acres, more or less.

Also Lots one (1), two (2), three (3), four (4), five (5), six (6), and those parts of Lots seven (7) and eight (8) of Section thirty-one (31), of said township and range, lying north and east of and below the 1000-foot elevation United States Coast and Geodetic Survey datum, containing two hundred thirty-nine and twenty-seven hundredths (239.27) acres, more or less.

Also Lots three (3), five (5), six (6), southeast quarter of northeast quarter (SE\(\frac{1}{4}\)of NE\(\frac{1}{4}\)), and those parts of Lots one (1), two (2) and the north half of northeast quarter (N\(\frac{1}{2}\)of NE\(\frac{1}{2}\)) of Section thirty-three (33) lying south of and below the 1000-foot elevation United States Coast and Geodetic Survey datum, Lot four (4), the northwest quarter of southwest quarter (N\(\frac{1}{4}\)of SV\(\frac{1}{4}\)) and those parts of Lots seven (7), eight (8), nine (9) and the southwest quarter of southwest quarter (SW\(\frac{1}{4}\)of Said Section 33 lying north and/or west of and below the 1000-foot elevation United States Coast and Geodetic Survey datum, being all that part of said Section 33 of said township and range lying between the 1000-foot contour on each side of the Lewis River, containing four hundred four and seventy hundredths (404.70) acres, more or less.

Also Lot two (2) and those parts of Lots three (3) and four (4) of Section thirty-five (35) lying south and east of and below the 1000-foot elevation United States Coast and Geodetic Survey datum, and those parts of Lots one (1), five (5), six (6), seven (17) and

MAY 20 1959 E SKAMANIA COUNTY AUDITOR'S CFFICE (C

P.M.

the southwest quarter of southwest quarter (SW4 of SW4) of said Section 35 lying north and/or west of and below the 1000-foot elevation United States Coast and Geodetic Survey datum, being all that part of said Section 35 of said township and range lying between the 1000-foot contour on each side of the Lewis River, containing one hundred twenty-nine and fifty-five hundredths (129.55) acres, more

The lands hereby conveyed contain one thousand forty-five and seventy-six hundredths (1,045.76) acres, more or less.

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 land, 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 subsurface 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 land 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 land 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 1958 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,

Attest:







7755 TRANSACTION EXCISE TAX

MAY 2 0 1859 Amount Paid \$15 69 Malue & Jetu

Skamania County Treasurer By Benerey & Welling, Dep.

STATE OF MINNESOTA)
: sa
COUNTY OF RAMSEY)

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

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