

WARRANTY DEED

The Grantor, PACIFIC POWER & LIGHT COMPANY, a corporation duly incorporated under the laws of the State of Maine, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys and warrants to PUBLIC UTILITY DISTRICT NO. 1 of COWLITZ COUNTY, WASHINGTON, having its principal business office in Longview, Washington, Grantee, the following described tracts of land situated in Cowlitz and Skamania Counties in the State of Washington:

Tract I - The following described real property in Section 25, Township 7 North, Range 4 East, W.M., Cowlitz County, Washington:

The North half of the Southeast quarter; and that part of Lot 7 described as: Beginning at the Northeast corner of said Lot 7; thence South $0^{\circ} 16' 45''$ West 151.27 feet; thence North $38^{\circ} 08' 45''$ West 191.34 feet to the North line of said Lot 7; thence North $89^{\circ} 37' 25''$ East 118.93 feet along said North line to the point of beginning;

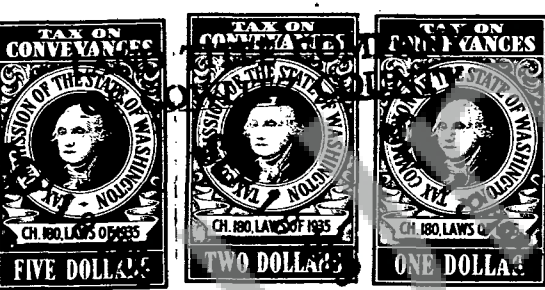
All those parts of the following described property in Section 30, Township 7 North, Range 5 East, W.M., Skamania County, Washington, to-wit:

$N\frac{1}{2} SW\frac{1}{4}$; $NW\frac{1}{4} SE\frac{1}{4}$; $SE\frac{1}{4} NE\frac{1}{4}$; Lots 3, 6, 7, and 8, except that part of said $NW\frac{1}{4} SE\frac{1}{4}$ and that part of said Lot 8 conveyed to the United States by deed recorded May 1, 1941 in Book 28 at Page 307, Deed Records of Skamania County, Washington and except that part of said $NW\frac{1}{4} SE\frac{1}{4}$ and that part of said Lot 7 conveyed to Skamania County by deed recorded November 6, 1914, in Book P of Deeds at Page 133, Deed Records of Skamania County, Washington,

which lie southerly of a line beginning at the West quarter corner of said Section; thence North $89^{\circ} 37' 20''$ East 4768.88 feet; thence South $38^{\circ} 30' 41''$ East 42.68 feet; thence North $56^{\circ} 20' 11''$ East 114.76 feet; thence North $61^{\circ} 11' 03''$ East 165.76 feet; thence North $73^{\circ} 45' 40''$ East 42.92 feet to a point on the east line of said Section which point bears North $0^{\circ} 03' 05''$ West a distance of 120.05 feet from the East quarter corner of said Section;

AND which lie northerly of a line beginning at a point on the East line of said Section which bears South $0^{\circ} 03' 05''$ East a distance of 295.00 feet from the east quarter corner of said Section; thence South $50^{\circ} 29' 00''$ West 408.20 feet; thence South $58^{\circ} 06' 50''$ West 427.97 feet; thence South $38^{\circ} 48' 05''$ West 404.97 feet; thence South $28^{\circ} 53' 30''$ West 466.62 feet; thence South $43^{\circ} 02' 10''$ West 226.69 feet; thence South $85^{\circ} 26' 25''$ West 920.18 feet; thence South $74^{\circ} 40' 21''$ West 166.29 feet; thence South $71^{\circ} 32' 05''$ West 703.43 feet; thence North $18^{\circ} 27' 55''$ West 42.00 feet; thence South $71^{\circ} 32' 05''$ West 738.82 feet; thence South $76^{\circ} 23' 35''$ West 160.85 feet; thence North $81^{\circ} 16' 45''$ West 671.77 feet; thence North $38^{\circ} 03' 15''$ West 804.20 feet to a point on the West line of said Section 30, which point bears South $0^{\circ} 22' 15''$ West a distance of 1473.96 feet from the West quarter corner of said Section;

*for Johnson
48963
85% state only.*



Received \$ EXEMPT excise tax levied pursuant to Chap. 11, Laws Ex. 1951.
SEP 18 1959
GERTRUDE RIVERS,
Cowlitz County Treas.
Date 9/3/59 McM Deputy



RESERVING to Grantor

(1) a road right of way 49 feet in width, being 16 feet southerly and 33 feet northerly, measured at right angles, of the following described line:

Beginning at a point on the North line of the above described tract of land, said point being 19.09 feet South and 295.13 feet West of the East quarter corner of said Section 30, said point also being Engineer's Station 63+98.93 P.T. on the center line of said Lewis River Road; thence South $51^{\circ} 29' 19''$ West 1117.08 feet to Engineer's Station 75+16.01 P.C.;

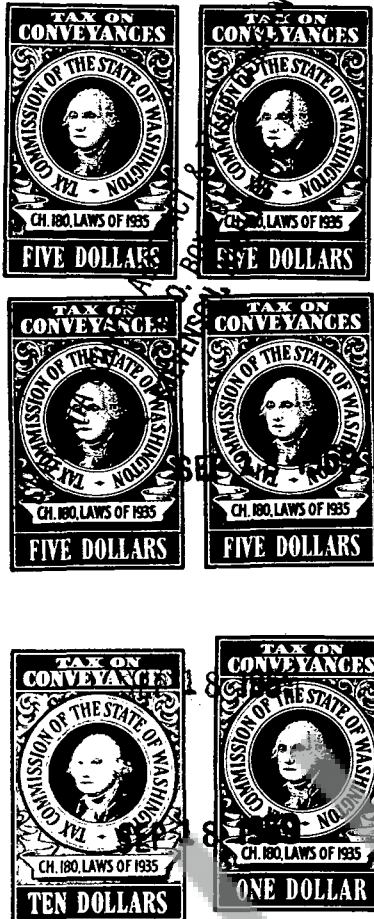
(2) a road right of way 16 feet on each side, measured at right angles, of the following described line:

Beginning at said Engineer's Station 75+16.01 P.C. thence along the arc of a 296.0 foot radius curve left (the long chord of which bears South $25^{\circ} 19' 19''$ West, 261.06 feet) 270.36 feet to Engineer's Station 77+86.37 P.T.; thence South $0^{\circ} 50' 41''$ East, 345.11 feet to Engineer's Station 81+31.48 P.C.; thence along the arc of a 268.52 foot radius curve right (the long chord of which bears South $38^{\circ} 28' 58''$ West, 340.35 feet) 368.62 feet to Engineer's Station 85+00.10 P.T.; thence South $77^{\circ} 48' 38''$ West, 763.26 feet to Engineer's Station 92+63.36 P.C.; thence along the arc of a 1540.0 foot radius curve left (the long chord of which bears South $74^{\circ} 40' 21''$ West, 168.59 feet) 168.71 feet to Engineer's Station 94+32.07 P.T. back = 94+96.57 P.O.T. ahead; thence South $71^{\circ} 32' 05''$ West, 703.43 feet to Engineer's Station 102+00.0 P.O.T.; said point being on the South line of the above described tract of land which point is 1956.76 feet South and 2014.27 feet East of the West quarter corner of said Section 30; and

(3) the road and bridge as now located and constructed upon, over and across said right of way, together with the right to operate and maintain said road and bridge as now constructed, PROVIDED, HOWEVER, that any reconstruction of said road and bridge shall be subject to the prior written approval of the Grantee.

Tract II - All those parts of Lots 1, 2, 3, 4 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 29, Township 7 North, Range 5 East, W.M., Skamania County, Washington,

which lie southerly of a line beginning at a point on the west line of said Section 29 which is North $0^{\circ} 03' 05''$ West 120.05 feet from the West quarter corner of said Section; thence South $87^{\circ} 50' 15''$ East, 115.80 feet; thence South $66^{\circ} 45' 15''$ East 534.51 feet; thence South $72^{\circ} 09' 02''$ East 1118.68 feet; thence South $73^{\circ} 16' 35''$ East 1281.63 feet; thence North $88^{\circ} 06' 15''$ East 284.20 feet; thence North $70^{\circ} 09' 35''$ East 1873.45 feet; thence North $85^{\circ} 33' 40''$ East 348.52 feet to the East line of said Section 29, said point being South $0^{\circ} 33' 05''$ West, 142.38 feet from the East quarter corner of said Section;



No. 2897
TRANSACTION EXCISE TAX

OCT 21 1959

Amount Paid *Exempt*
M. J. G. G. G.
Skamania County Treasurer
By

AND which lie northerly of a line beginning at a point where the line of ordinary high water on the North bank of the Lewis River intersects the East line of said Section 29; thence westerly following said line of ordinary high water, the meander line of which begins at a point on said East line South $0^{\circ} 33' 05''$ West 569.69 feet from said East quarter corner; thence South $65^{\circ} 07' 50''$ West 197.86 feet; thence South $86^{\circ} 01' 50''$ West 587.57 feet; thence South $67^{\circ} 07' 25''$ West 672.84 feet; thence leaving said line of ordinary high water, South $69^{\circ} 06' 55''$ West, 528.00 feet; thence South $89^{\circ} 50' 35''$ West, 465.82 feet; thence North $70^{\circ} 59' 35''$ West, 967.71 feet; thence North $76^{\circ} 30' 05''$ West, 607.90 feet; thence South $29^{\circ} 17' 40''$ West to the line of ordinary high water on the North bank of the Lewis River, the distance to the meander line on the bearing of South $29^{\circ} 17' 40''$ West being 420.00 feet; thence following the line of ordinary high water, the meander line of which is North $48^{\circ} 06' 00''$ West, 265.00 feet; thence leaving the line of ordinary high water North $29^{\circ} 17' 40''$ East, 283.83 feet; thence North $62^{\circ} 36' 45''$ West, 315.32 feet; thence North $78^{\circ} 30' 45''$ West, 912.05 feet to the West line of said Section 29;

RESERVING to Grantor a 100 foot road easement over and across the above described tract of land, together with the right to construct, operate and maintain a bridge across the power canal of the Grantee, said easement being 50 feet, when measured at right angles, on each side of the following described center line:

Beginning at a point on the North line of the above described tract of land, said point being 810.70 feet South and 263.02 feet East of the center of said Section 29; thence South $9^{\circ} 32' 40''$ West, 301.49 feet to a point on the South line of the above described tract, said point being 1108.01 feet South and 213.07 feet East of the center of said Section 29;

PROVIDED, HOWEVER, that the specifications and plans of such road bridge shall be subject to the prior written approval of Grantee.

Tract III - A tract of land in Lot 3, Section 28, Township 7 North, Range 5 East, W.M., Skamania County, Washington, bounded and described as follows:

Beginning at a point on the West line of said Section 28, said point being South $0^{\circ} 33' 05''$ West, 142.38 feet from the West quarter corner of said Section; thence South $78^{\circ} 18' 40''$ East 90.05 feet; thence South $69^{\circ} 30' 50''$ East 130.00 feet; thence South $20^{\circ} 21' 15''$ West 352.59 feet, more or less, to the line of ordinary high water on the North bank of the Lewis River; thence westerly following said line of ordinary high water to a point on the West line of said Section; thence northerly along said West line to the point of beginning.

TOGETHER with the right to discharge water from Grantee's power canal drain upon, over and across Grantor's lands in Lot 4 of said Section 29 lying southerly of said power canal in order to pass the waters drained from said canal to the Lewis River.

Grantor further grants to Grantee the right and easement to construct, operate and maintain a 12 kv electric power line between Grantee's Swift No. 2 Plant and Grantor's Swift No. 1 Plant, as now located and constructed upon, over and across lands owned by Grantor in Lots 1, 6 and 7 of said Section 25, T. 7 N., R. 4 E., W.M., and in Lots 6, 7 and 8 of said Section 30, Lots 1, 2, 3 and 4 of said Section 29, and Lot 3 of said Section 28, T. 7 N., R. 5 E., W.M.

TOGETHER with the right of ingress and egress over lands owned by Grantor in said Section 25, T. 7 N., R. 4 E., and said Sections 28, 29 and 30, T. 7 N., R. 5 E., including the right to use any roads thereon constructed by Grantor, for the purposes of maintaining Grantee's said power canal and electric power line, PROVIDED, HOWEVER, that Grantee shall not construct any roads or structures or cut or destroy any timber or other growth on said lands without the prior written consent of Grantor.

Subject to any and all easements, rights or interest of third parties in and to said lands which are valid and outstanding as of the date of the execution of this deed, to reservations of the United States as contained in patents to said lands, and to all reservations of minerals and mineral rights now of record.

RESERVING to Grantor the right to cross the property hereby conveyed with future electric transmission and distribution lines and communication lines at locations to be agreed upon.

ALSO RESERVING to Grantor the right of ingress and egress over the lands hereby conveyed, including the use of any roads constructed thereon by Grantee, for the purposes of exercising the rights herein reserved to Grantor and for any purposes in connection with the construction, reconstruction, operation or maintenance of Grantor's Swift No. 1 Hydroelectric Project or other facilities appertaining thereto, PROVIDED, HOWEVER, that Grantor shall not construct any roads or structures, or cut or destroy any merchantable timber or other growth, on said lands without the prior written consent of Grantee.

Grantor hereby releases Grantee from any claim for damage to lands owned by Grantor which lie southerly of the lands hereby conveyed and northerly of the Lewis River, insofar as such damage may be caused by normal leakage or seepage of the waters from Grantee's said power canal, or by discharge of waters from the wasteway of Grantee's said power canal, PROVIDED, HOWEVER, that nothing herein contained shall release Grantee from liability for damage caused by the negligence of Grantee, its agents or employees in the operation, maintenance or reconstruction of Grantee's Swift No. 2 Hydroelectric Project.

Grantee hereby releases Grantor from any claim for damage to the lands hereby conveyed, or to Grantee's facilities constructed thereon, insofar as such damage may be caused by the release of, or escape of waters, or by normal leakage or seepage of waters from Grantor's Swift No. 1 Hydroelectric Project, PROVIDED, HOWEVER, that nothing herein contained shall release Grantor from liability for damage caused by the negligence of Grantor, its agents or employees in the operation and maintenance of its Swift No. 1 Hydroelectric Project.

Dated this 19th day of August, 1959.

PACIFIC POWER & LIGHT COMPANY

By

E. Robt. de Fuccia
Vice President

ATTEST
I, John Foulkes Jones
Notary Public
State of Oregon

STATE OF OREGON

ss.

County of Multnomah)

On this 19th day of August, 1959, personally appeared E. Robt. de Fuccia, who, being duly sworn, did say that he is a vice president of Pacific Power & Light Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

John Foulkes Jones
Notary Public for Oregon
My commission expires: 4/16/1963

Filed for Record 9-18- 1959 3:23 PM
Request of LAND TITLE COMPANY
SARAH AVE, Clatsop County Auditor E. Sanchez, Dep.