

Northwestern

PERMIT

Pacific Power & Light Company, hereinafter referred to as "Company," hereby grants to:

Thomas A. Curren

hereinafter referred to as "Permittee," permission to occupy and use for private residential purposes only, the following described tract owned by Company:

Northwestern Lake Co. a Site No. 9B

substantially as shown on Exhibit "C" attached hereto and by this reference made a part hereof; said parcel being hereafter referred to as the Premises.

The above described lot has been surveyed, and all distances shown are approximate. In the event of errors or ambiguity in the descriptions or misunderstandings with respect to the location or extent of the area under permit, the Company shall have the right to designate the permit area on the ground, and in case of disagreement, the decision of the Company's Recreation Facilities Director or his designated representative shall be final.

The permit herein granted shall be upon and subject to the following terms and conditions, which Permittee will faithfully observe and perform, namely:

1. Term. This permit shall be effective for a period commencing with the date hereof and continuing until Dec. 31, 1984, unless earlier terminated as hereinafter provided.

2. Rental. Permittee will pay to Company as rental hereunder the sum of \$ 50.00 for the period of January 1, 1974 to December 31, 1974, payable upon issuance of this permit. For the next two years, Permittee will pay to Company annually the sum of \$ 50.00 for the period of January 1, 1975 to December 31, 1975 and the sum of \$ 50.00 for the period of January 1, 1976 to December 31, 1976. For each calendar year thereafter, beginning with the year 1977, and during the continuance of this permit, the annual rental shall,



subject to any adjustment as hereinafter provided, be the sum of \$ 50.00 payable on or before January 1, of each such year. Effective with the beginning of any calendar year subsequent to the year 1974, Company at its option, may adjust or readjust the amount of said rental and may then terminate this permit unless Permittee shall agree to pay said rental as so adjusted by Company, provided that, not less than 90 days prior to the end of the year 1974 and any subsequent year, Company notifies Permittee in writing of Company's proposed annual adjustment.

3. Taxes, Assessments and Charges. Permittee will pay, before delinquency, all taxes, assessments or charges of any nature or kind whatsoever (including but not limited to water, fire protection, sanitary facilities, local improvement or service charges) which now are or may hereafter be levied, assessed or charged against Permittee's buildings, improvements or other personal property of Permittee upon said Premises or the occupants or users thereof, including any such taxes, assessments or other charges applicable to any period of Permittee's possession or use of the Premises hereunder but which may be levied or become due and payable after Permittee's possession or use of said Premises has terminated. In the event any such statements for taxes, assessments or charges are rendered directly to Company, or any with respect to which Company elects to receive such statements and makes payment thereof, Permittee promptly upon receipt of Company's billing therefor, shall reimburse Company in the amount determined by Company to be the Permittee's reasonable share of such taxes, assessments or charges. In the event of any failure on the part of Permittee to fully and in timely fashion discharge any of Permittee's obligations under this paragraph, Company may forthwith terminate this permit or, if it elects to continue the permit, Company may pay and discharge such taxes, assessments or charges and thereupon Company shall have a lien upon any property of Permittee located on said Premises for the amount of any such payments, together with the amount of any cost or expense thereby incurred by Company plus interest upon such amounts at the highest rate per annum permitted by law until such time as Permittee shall have reimbursed such amounts plus the interest thereon to Company.

4. Assignment or Transfer. The privileges extended under this permit are personal to the herein named Permittee and neither this permit nor the permission granted hereunder shall be assigned or transferred or sublet in whole or in part, voluntarily or by operation of law. In the event of attempted or purported such assignment, transfer or subletting, Company may forthwith terminate this permit and all of Permittee's rights hereunder shall thereupon cease.

5. Termination.

(a) By Permittee - This permit may be terminated by Permittee upon sixty (60) days' written notice given to Company.

(b) By Company - In addition to any other provision herein contained for termination of this permit by Company, Company may, without cause, terminate this permit upon sixty (60) days' written notice to Permittee. Furthermore, if Permittee shall fail to perform or shall violate any of the terms, covenants and conditions of this permit, Company may declare this permit terminated, and may thereupon immediately and without other or further notice re-enter and repossess itself of said Premises and expel Permittee or those claiming under Permittee, without being guilty of trespass and without prejudice to any other remedy or remedies which the Company may have at law or in equity on account of such default or violation.

(c) Upon termination of this permit for any reason and provided Permittee is not in default under any of the provisions hereof, Permittee shall have the right, within sixty (60) days after the date of such termination to remove any structures or other improvements of Permittee from said Premises; provided further however, that if Permittee (1) does not elect to remove said structures or other improvements and (2) ownership of said structures or other improvements is not transferred to the holder of subsequent permit from the Company with respect to said Premises, then said structures or other improvements shall, at Company's option, either thereupon become the property of Company or shall, at Permittee's sole cost and expense, be removed from said Premises. Upon termination of this permit, for any reason and irrespective of whether the structures or other improvements of Permittee are removed or not, Permittee, in any event will surrender said Premises to Company or its duly authorized agents in as good condition as said

Premises now are or may hereafter be placed by Company or by Permittee.

6. Maintenance of Premises and Compliance with Applicable Regulations.

Permittee agrees at all times during the continuance of this permit to keep and maintain said Premises and any improvements thereon in a clean, attractive and sanitary condition, satisfactory to Company; not to make or permit any offensive, unlawful or improper use of said Premises; not to cut, mutilate or injure any shade or sound trees on or in the vicinity of said Premises without the consent of Company; to comply with any and all orders, rules, regulations or instructions applicable to such property or to Permittee's operations thereon now in force and that may be issued or promulgated from time to time by Company or by any governmental authority having jurisdiction in the Premises, including but not limited to the provisions of Exhibits "A" and "B," attached hereto and by this reference made a part hereof. It shall be lawful for the authorized agents of the Company at all reasonable hours to enter upon said Premises to examine into the condition thereof and into the condition and character of Permittee's improvements and operations thereon.

7. Rights Specifically Reserved by Company.

Company reserves a right of way across the lands covered by this permit for the free ingress and egress of Company's agents and employees and of other persons having a legal right to enter upon said Premises or to whom Company may grant permission to cross said Premises, including the right to construct and maintain electric transmission and distribution lines, telephone lines, and water and sewer lines upon, over and across said Premises. In addition, Company and its authorized agents and contractors shall have the right to enter upon the Premises at any time for the purpose of removing or thinning trees or engaging in any forest management practice deemed desirable by Company.

8. One Residence Only Limitation.

The Premises covered by this permit have been designed for, and use of the Premises hereunder is limited to, one single family residence only; and any attempt at evasion of such limitation shall result in the immediate cancellation of this permit.

9. Assumption of Risk and Liability.

Permittee hereby agrees that the permission hereby granted is subject to the right of the Company to operate Northwestern Lake now, or at any future time, as the Company deems necessary in

its business as a public utility including, but not limited to, the right to raise, elevate, lower draw down or in any way fluctuate the water surface level of said lake without notice or liability to Permittee, and Permittee further agrees to and does assume the risk of any and all injury to or death of persons and any and all damage to or loss or destruction of property resulting from, incidental to, or which would not have occurred but for the exercise by Permittee of the permission hereby granted, irrespective of whether such injury, death, loss, damage or destruction results from the act, omission or neglect of the Company, Act of God, flood or other natural causes or otherwise. Permittee agrees that it will not make or assert against the Company any claim, demand or cause of action based upon such injury, death, loss, damage or destruction and further agrees to indemnify and hold harmless the Company from and against any and all claims, demands, losses, costs, damages, expense, and causes of action by whomsoever made or asserted, based on such injury, death, loss, damage or destruction, irrespective of whether or not such injury, death, loss, damage or destruction be contributed to by any act, omission or neglect of the Company.

Permittee will indemnify and save harmless Company from and against any and all liens arising from or by reason of Permittee's use of or activities upon or in connection with said premises and if Permittee shall fail to pay or discharge any such lien after the same shall have been filed, Company may at its option advance and pay the amount of such lien for the account of Permittee, in which event Permittee shall forthwith reimburse Company for the full amount of the lien so paid, plus interest thereon from the date of payment at the highest rate per annum permitted by law until the whole amount of such lien and interest shall have been paid to Company; and Company shall have a lien upon any and all property of Permittee located on or about said premises for any such amount, plus interest, so owing from Permittee to Company.

10. Notices, etc. Any notices herein provided to be given either to Company or to Permittee or any payments or remittances to be made to Company may be made to either party by depositing same in a United States Post Office, postage prepaid, directed to such party at its respective address as hereinbelow set forth.

Such address of either party for the purpose of this permit may be changed by written notice given to the other party.

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Permittee: Thomas A. Curren

Company: Pacific Power & Light Company
920 S. W. Sixth Avenue
Portland, Oregon 97204

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11. Mortgage Provision. The permission hereby granted to Permittee is subject to any and all mortgages or deeds of trust executed by Company and now or hereafter of record in said _____ Skamania _____ County.

12. Modification or Amendment of the Terms Hereof. It is an essential condition of this agreement, and the permission hereby granted is expressly subject to, the Company's right to change, modify or supplement the terms, conditions, covenants and limitations herein contained to conform to such additional or modified terms, provisions and conditions as Company may hereafter make generally applicable to other Permittees in the Northwestern Lake area.

Executed in duplicate this 29TH day of OCTOBER, 1973.

PACIFIC POWER & LIGHT COMPANY

By

E. B. K. [Signature]
Vice President

The undersigned hereby accepts the foregoing permit and all the terms and conditions thereof.

Thomas A. Curren
Thomas A. Curren

Permittee

EXHIBIT A

COMPANY'S RULES ON USE OF SITE

Declaration: In order to preserve the natural beauty of this development, to provide the control of structures thereon, improvements to be made thereon, and for the purpose of extending to the residents therein the greatest possible peace, enjoyment, privacy, health, comfort, safety and preservation of property values, Company does hereby certify and declare that the following reservations, conditions, covenants, agreements and restrictions shall become and are hereby made a part of all permits granted for occupancy of Company's land in the vicinity of Northwestern Lake. The Company shall not, however, be liable to any Permittee for failure of any other Permittee or any third party to observe or perform such reservations, conditions, covenants, agreements or restrictions, nor the failure of the Company to enforce the same.

USE OF SITE

1. Permitted Use: The site shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the site other than one detached single family dwelling, and buildings incidental to residential use, and the site shall not be further subdivided into building lots.

2. Condition of Site: The premises have been inspected by Permittee and are accepted by Permittee in their present condition. The Company makes no representation as to such condition.

3. Maintenance: All sites shall at all times be kept in a clean, tight and sanitary condition satisfactory to Company, and no trash, garbage, containers, machinery, implements, lumber or other building materials shall be permitted to be or remain exposed on any site and visible from any street or adjoining or nearby premise.

4. Signs: One identification sign, of not more than 12 inches x 24 inches, containing the Lot Number and name of Permittee only, must be displayed on each residence at a point nearest the main entrance. No other signs of any kind shall be displayed to the public view on any site except one professional sign, of not more than 18 inches by 24 inches in size, advertising the personal property for sale.

5. Nuisance: No noxious or offensive activity or trade shall be carried on or upon any site nor shall anything be done thereon which may be or become an annoyance or nuisance in the area.

6. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that cats, dogs or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

7. Incineration: Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on the site.

8. Fires and Fireplaces: Interior fireplaces, stoves or other type burner must be fireproofed by use of spark-proof screens. All fires must be extinguished before leaving cabin. No fires shall be lit or maintained outside of any cabin, without prior written consent of the appropriate governmental body.

9. Firearms: Discharging firearms within the Company's development area is prohibited.

10. Commercial Use: No site shall be used for any commercial purpose.

11. Vehicles: Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicles shall be parked in roadways, nor operated without a muffler in good working order.

12. Motorbikes: No motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

13. Fire Extinguisher: One fully-charged fire extinguisher of at least two quart capacity must be kept in each residence.

14. Trailers and Tents: No tent, house trailer or mobile home, whether the same be on wheels or not, shall be permitted on any site without the specific written consent of the Company.

EXHIBIT B

IMPROVEMENTS

1. Approval of Plans: No building shall be erected, placed or altered on the site until the construction plans, building materials and location on the site have been approved by the Company as to conformity with plan of development, harmony of external design and color with existing structures and surrounding area. Such approval shall be in writing.

2. Completion: Cabins must be completed from all outward appearance within one (1) year from the time such construction is started.

3. Landscaping: Permittee may remove trees and shrubs as necessary to prepare the property for building subject to the following conditions:

(a) Any tree whose diameter is over six inches must be marked by Permittee for inspection by Company's representative, and disposal shall be as directed by Company's representative.

(b) Any additional clearing beyond that necessary for the construction of improvements is prohibited. The intent is to remove as few trees as possible to the end that the community remains in a natural condition.

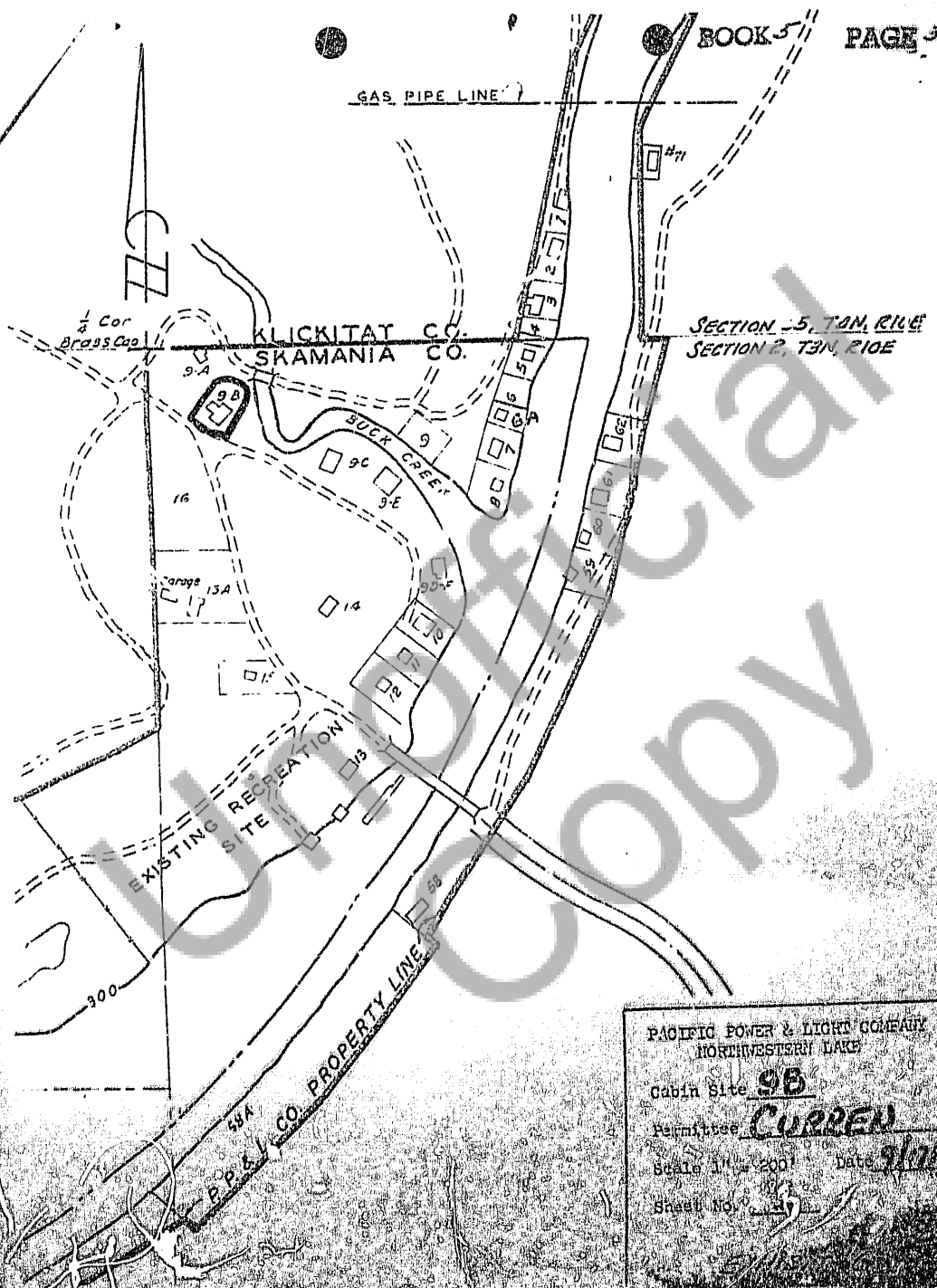
(c) Natural forest conditions will be preserved to the fullest extent. Plantings shall be limited to those near building foundations, and shall be of a native species only. No bric-a-brac or decorative foreign to the natural environment will be permitted.

4. Property Markers: Permittee will use all reasonable care to make certain that the property markers as established by Company are not moved or destroyed.

5. Improvements Other Than On Cabin Site: No improvements of any kind shall be constructed or placed upon any area in this development without Company's prior written consent.

6. Water and Sewage: Individual water and sewage systems installed by Permittee must be designed, located, constructed and maintained in accordance with the Federal, State and local laws and regulations applicable to such systems.

GAS PIPE LINE

PACIFIC POWER & LIGHT COMPANY
NORTHWESTERN LAKECabin Site **9B**Permittee **CURREN**

Scale 1" = 200'

Date 9/1/03

Sheet No. 1