

88372

Twenty-Eighth Supplemental Indenture

**GENERAL TELEPHONE COMPANY
OF THE NORTHWEST, INC.**
Everett, Washington

TO

**BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION**
(A National Banking Association)

AND

M. J. BARRETT

Dated as of March 30, 1979



THIS TWENTY-EIGHTH SUPPLEMENTAL INDENTURE, made as of the 30th day of March, 1979, by and between **GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.** (formerly named **West Coast Telephone Company**), a corporation duly created, organized and existing under and by virtue of the laws of the State of Washington, and having its principal place of business at Everett, Washington (hereinafter sometimes called the "**Company**"), the party of the first part, and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**, a National Banking Association duly organized under an Act known as the "**National Bank Act**" of the United States of America and having its principal place of business at San Francisco, California (hereinafter referred to as the "**Corporate Trustee**"), and **M. J. BARRETT**, of San Francisco, California (hereinafter referred to as the "**Individual Trustee**") as Trustees under that certain Indenture hereinafter referred to, the parties of the second part;

WITNESSETH:

WHEREAS, the Company's predecessor executed and delivered a Trust Indenture, dated as of the 1st day of March, 1939, to the Corporate Trustee and **W. J. KIEFERDORF**, as Trustees (**M. J. BARRETT** being successor Individual Trustee to **W. J. KIEFERDORF**), to secure payment of the principal of and the interest on bonds issued and to be issued by the Company's predecessor, which Indenture has been supplemented and amended by twenty-seven supplemental indentures referred to in the form of bonds hereinafter set forth (said Indenture as so supplemented and amended being hereinafter referred to as the "**Indenture**"), and

WHEREAS, the Company has succeeded to all rights and obligations of, and has been substituted for, its predecessor under the Indenture; and

WHEREAS, the aggregate principal amount of bonds which may be issued and outstanding at any one time under the Indenture is \$1,000,000,000; and

WHEREAS, there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$255,375,000, as follows:

<u>Title</u>	<u>Principal Amount</u>
First Mortgage Bonds, 3% Series due 1980	\$ 1,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1980	1,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1980	2,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1980	3,000,000
First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1985	3,500,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1985	3,000,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1985	4,000,000
First Mortgage Bonds, 5 $\frac{1}{8}$ % Series due 1990	3,000,000
First Mortgage Bonds, 5% Series due 1990	4,000,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1990	5,000,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1993	5,000,000
First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1995	10,000,000
First Mortgage Bonds, 6% Series P due 1996	9,000,000
First Mortgage Bonds, 6 $\frac{1}{4}$ % Series Q due 1998	15,000,000
First Mortgage Bonds, 7 $\frac{1}{4}$ % Series R due 1999	18,000,000
First Mortgage Bonds, 9 $\frac{1}{4}$ % Series S due 2000	25,000,000
First Mortgage Bonds, 7 $\frac{1}{8}$ % Series U due 2002	20,000,000
First Mortgage Bonds, 10 $\frac{1}{4}$ % Series V due 2004	23,875,000
First Mortgage Bonds, 8 $\frac{1}{4}$ % Series W due 2007	50,000,000
First Mortgage Bonds, 9 $\frac{1}{8}$ % Series X due 2008	50,000,000
Total	\$255,375,000;

and

WHEREAS, pursuant to the Indenture, the Board of Directors of the Company has provided for the establishment of a new series of bonds of the Company to be known as its "First Mortgage Bonds, 10% Series Y Due Serially to 1984", the aggregate principal amount of such series not to be limited except as to the limitations upon the issuance of bonds contained in the Indenture, and the form and substance of such bonds and the terms, provisions and conditions thereof to be as set forth and provided in the Indenture as supplemented hereby; and

WHEREAS, the Company desires and has requested the Trustees to join with it in the execution and delivery of this Twenty-eighth Supplemental Indenture for the purpose of (1) expressly granting and conveying

to the Trustees the hereinafter described properties acquired by the Company subsequent to the execution of the Indenture dated as of March 1, 1939 and which are not specifically described therein or in any of the aforementioned supplemental indentures, but which properties, upon the acquisition thereof by the Company, became and now are subject to the lien, operation and effect of the Indenture by virtue of the after-acquired property clause or other clauses thereof, and confirming the lien of the Indenture as heretofore supplemented and amended on all property described therein or intended to be covered thereby, whether by operation of the after-acquired property clauses thereof or otherwise, other than properties heretofore duly released from the lien thereof, as security for all bonds that may at any time be issued and outstanding under the Indenture as from time to time in effect, (2) setting forth the form and substance of said First Mortgage Bonds, 10% Series Y Due Serially to 1984, and the terms, provisions and conditions thereof, all to the extent and in the manner hereinafter provided, and (3) providing for amendments to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Twenty-eighth Supplemental Indenture, in the form and terms hereof, a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized:

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) duly paid by the Trustees to the Company at or before the ensenaling and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustees and their successors in the trust under said Indenture, for the equal benefit of all present and future holders of all bonds and coupons which may at any time be outstanding under said Indenture, as follows, to wit:

ARTICLE I.

TERMS AND CONDITIONS OF FIRST MORTGAGE BONDS, 10% SERIES Y DUE SERIALLY TO 1984

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 10% Series Y Due Serially to 1984, said bonds being sometimes hereinafter referred to as the "Bonds of Series Y", and the form thereof shall contain suitable provisions with

respect to the matters hereinafter in this Section specified. Bonds of Series Y shall mature serially; in the aggregate principal amount of \$1,000,000 on March 30, 1982, in the aggregate principal amount of \$6,000,000 on March 30, 1983 and in the aggregate principal amount of \$30,000,000 on March 30, 1984, and shall be issued in the form of registered bonds and shall be of the denominations of \$1,000 or any multiples thereof.

The Bonds of Series Y shall bear interest at the rate of 10% per annum, payable semi-annually on March 30 and September 30 in each year; both the principal of and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the City of San Francisco, State of California.

Interest on each Bond of Series Y shall accrue from the date thereof, unless such date is an interest payment date and the Company shall default in the interest due on such date, in which case such interest shall accrue from the 30th day of March or the 30th day of September next preceding the date thereof. The Bonds of Series Y shall be dated as of the last interest payment date preceding the date of authentication to which interest has been paid on such bonds, except that (i) if any such bond shall be authenticated on any interest payment date to which interest has been paid, it shall be dated as of the date of such authentication, (ii) if any such bond shall be authenticated prior to the close of business on the record date (as hereinafter in this Section defined) with respect to the first interest payment date for the Bonds of Series Y, such bond shall be dated as of March 30, 1979, and (iii) if any such bond shall be authenticated after the close of business on the record date with respect to any interest payment date and prior to such interest payment date and there is no existing default in the payment of interest on the Bonds of Series Y, such bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series Y is registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date (unless there is an existing default in the payment of interest on the Bonds of Series Y at the time of such cancellation), except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which

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case such defaulted interest shall be paid to the persons in whose names outstanding Bonds of Series Y are registered at the close of business on the day preceding the date of payment of such defaulted interest or at the close of business on the special record date fixed for the payment of such defaulted interest if one shall have been fixed as hereinafter provided. Such special record date may be established by or on behalf of the Company by notice given by mail, first class postage prepaid, to holders of Bonds of Series Y at their last addresses as they appear upon the registry books not less than 10 days preceding such special record date, which special record date shall be not more than 30 days prior to such date of payment. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the March 15 or September 15, as the case may be, next preceding such interest payment date, whether or not such March 15 or September 15 is a business day.

SECTION 2. Bonds of Series Y shall be exchangeable at the principal office of the Corporate Trustee or, at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holders thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, for bonds of the same series and maturity of other authorized denominations having the same aggregate principal amount. Upon the surrender of any Bond of Series Y at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, together with a written instrument of transfer in form approved by the Company executed by such holder in person or by attorney authorized in writing, the Company shall execute, and the Trustee or authenticating agent shall authenticate, and it or the Company shall deliver in exchange therefor a new Bond or Bonds of Series Y for the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series Y, but the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charge.

SECTION 3. The provisions of Section 8 of Article I of the Indenture shall not be applicable to the Bonds of Series Y except that such bonds may bear such numbers and letters and may contain such other specifications or bear such legends or endorsements as may be required to comply with the rules of any governmental authority or of any stock exchange or to conform to usage with respect thereto.

Notwithstanding the provisions of Section 3, Article I of the Indenture, the signatures of the officers of the Company executing Bonds of Series Y and attesting the corporate seal thereon may be facsimile, and in case any of such officers shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated by the Corporate Trustee or delivered by the Company, such Bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose facsimile signatures shall appear on such Bonds had not ceased to be such officer or officers of the Company.

SECTION 4. Any or all of the Bonds of Series Y shall be redeemable from funds deposited with the Corporate Trustee in the Sinking Fund as provided in the Indenture by the payment of the "Sinking Fund Redemption Price" of 100% of the principal amount, together with accrued interest to the date of redemption.

Upon surrender of any Bond of Series Y which is to be redeemed only in part, the Company shall execute and the Corporate Trustee shall authenticate and deliver to the holder of such bond without service charge, a new Bond or Bonds of Series Y of any authorized denominations as requested by such holder in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

SECTION 5. To the extent not expressly provided by this Twenty-eighth Supplemental Indenture, the Bonds of Series Y shall be of such terms and provisions, be issued upon and subject to such terms and conditions and be entitled to such rights and benefits, all as provided by the applicable terms and provisions of the Indenture.

SECTION 6. The Bonds of Series Y and the Trustee's Certificate to be endorsed thereon are (subject to the provisions of Section 9 of Article I of the Indenture) to be substantially in the following forms:

(FORM OF FACE OF BOND OF SERIES Y)

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

First Mortgage Bond,

10% SERIES Y DUE SERIALLY TO 1984

No.

\$.....

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., a corporation organized and existing under and by virtue of the laws of the State of Washington (hereinafter called the "Company"), for value received, hereby promises to pay to the registered holder hereof, on the 30th day of March, *, unless this bond is sooner redeemed, Dollars and to pay interest thereon at the rate of 10% per annum until the payment of said principal sum, semi-annually on the 30th day of March and on the 30th day of September in each year.

Such interest shall accrue from the date hereof, unless such date is an interest payment date and the Company shall default in the payment of the interest then due, in which case interest hereon shall accrue from the 30th day of March or the 30th day of September next preceding the date hereof. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person in whose name this Bond (or any Bond or Bonds of Series Y evidencing the same debt, is registered at the close of business on the 15th day of March or the 15th day of September, as the case may be (whether or not such day is a business day), next preceding such interest payment date. Both the principal of and the interest on this Bond shall be payable at the office or agency of the Company in the City of San Francisco, State of California, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by or on behalf of the Corporate Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

* 1982, 1983 or 1984

The provisions of this Bond are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. has caused this bond to be signed manually or by facsimile by its President or one of its Vice Presidents, and its corporate seal or a facsimile thereof to be hereto affixed and attested manually or by facsimile by its Secretary or one of its Assistant Secretaries.

Dated

GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC.

By
President

ATTEST;

.....
Secretary

(FORM OF TRUSTEE'S CERTIFICATE)
CORPORATE TRUSTEE'S CERTIFICATE

It is hereby certified that the within bond is one of the bonds described in the Indenture herein mentioned.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION,
Corporate Trustee

By
Authorized Officer

or

By BANKERS TRUST COMPANY,
Authenticating Agent for the
Corporate Trustee

By
Authorized Officer

(FORM OF REVERSE OF BOND OF SERIES Y)

This bond is one of an authorized issue of bonds of the Company, known as First Mortgage Bonds, all issued and to be issued pursuant to the terms and conditions of, and irrespective of the time of actual issue, equally secured by an Indenture dated as of March 1, 1939, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed the "Corporate Trustee") and W. J. Kieferdorf (therein termed "Individual Trustee"), as Trustees (to whom M. J. Barrett is successor Individual Trustee), as supplemented by Supplemental Indentures dated as of November 1, 1941, December 9, 1941, March 1, 1948, November 1, 1950, May 1, 1951, May 1, 1952, November 1, 1953, November 1, 1954, November 1, 1955, May 1, 1957, May 1, 1958, May 1, 1960, May 1, 1961, May 1, 1962, May 1, 1963, June 1, 1964, January 1, 1965, December 1, 1966, September 1, 1967, June 1, 1968, August 1, 1969, February 1, 1970, November 1, 1970, May 1, 1972, September 1, 1974, February 1, 1977, July 1, 1978 and March 30, 1979 to which Indenture and Supplemental Indentures (hereinafter collectively referred to as the "Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby granted, and the rights of the holders of said bonds and of the Trustees and of the Company in respect to such security. The Indenture limits the aggregate principal amount of the bonds of all series at any one time outstanding to \$1,000,000,000.

With the consent of the Trustees, and to the extent permitted by, and as provided in, the Indenture, any of the provisions of the Indenture, or of any indenture supplemental thereto, may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least 75% in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto; provided that no such modification or alteration (a) shall give to any bond or bonds secured by the Indenture preference over any other bond or bonds thereby secured, (b) shall authorize the creation by the Company of any lien prior or equal to the lien of the Indenture upon any of the trust property at the time of such modification subject thereto, (c) shall authorize or permit the extension of the time or times of payment of the principal or of the interest or premium, if any, on the bonds, or the reduction in the principal amount thereof, or in the rate of interest, or in the amount of premium, if any, thereon, or any other modification in the terms of the payment of the principal thereof or the interest or premium thereon, (d) shall authorize the

extension of any waiver of default to a subsequent default or the impairment of any rights consequent thereto, or (e) shall reduce the percentage of bonds required by the provisions of Article XI of the Indenture for the taking of any action thereunder; and if such modification or alteration shall affect the rights of the holders of bonds of one or more, but less than all, of the series of bonds then outstanding, such modification or alteration shall be assented to by the holders of at least 75% in principal amount of the bonds of each series so affected.

In the manner, upon the notice, and upon the conditions specified in the Indenture, this Bond or any portion thereof may be redeemed from funds deposited with the Corporate Trustee in the Sinking Fund as provided for in the Indenture at the "Sinking Fund Redemption Price" of 100% of the principal amount together with accrued interest to the date of redemption.

If one or more of the events of default as defined in the Indenture shall happen, then the principal of this bond may be declared at once to be due and payable, on the conditions, in the manner, and at the time, provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered as the absolute owner for the purpose of receiving payment (as herein provided) of or on account of the principal and interest due hereon and for all other purposes.

In the manner and upon the conditions prescribed in the Indenture this Bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the office or agency of the Company in San Francisco, California, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender and cancellation of this Bond, and upon any such transfer a new bond or bonds of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. Bonds of this series and maturity shall be exchangeable for bonds of the other authorized denominations having the same aggregate principal amount. In the manner and upon the conditions prescribed in the Indenture, Bonds of this series issued upon any exchange or transfer will be dated and will bear interest as provided in the Indenture. No service charge will be made upon any such transfer or exchange but the Company may require the payment of a sum sufficient to cover any tax or other governmental charges in relation thereto.

ARTICLE II.

AMENDMENTS TO THE INDENTURE.

The Indenture is hereby amended as follows:

Insert the words "or Bonds of Series Y" in each of the following places in the Indenture as heretofore supplemented and amended:

Immediately before the word "remain" in the first line of Section 13 of Article IX (p. 12, line 5 of the Twenty-second Supplemental Indenture)

Immediately before the word "in" in the fifth line of Section 13 of Article IX (p. 12, line 9, of the Twenty-second Supplemental Indenture)

ARTICLE III.

ADDITIONAL COVENANTS OF THE COMPANY.

SECTION 1. The Company covenants and agrees that the provisions contained in Section 5 of Article II of the Supplemental Indenture dated November 1, 1941, as amended by Section 2 of Article III of the Supplemental Indenture dated November 1, 1950, and the provisions contained in Section 6 of Article II of the Supplemental Indenture dated November 1, 1941, shall be, and shall continue to be, in full force and effect, until the payment or redemption of all Bonds of Series Y.

SECTION 2. So long as any Bonds of the 3% Series due 1980 or any Bonds of the 3 1/4% Series due 1980 shall remain outstanding, the Company will not anticipate Sinking Fund payments by making payments into the Sinking Fund greater than that required at any specified time.

ARTICLE IV.

CONVEYANCE OF ADDITIONAL PROPERTY.

SECTION 1. The Company does, by these presents, hereby grant, bargain, sell, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Bank of America National Trust and Savings Association and M. J. Barrett, as Trustees, and to their successors in trust, all of the property described in the schedule attached hereto and marked Schedule "A", to which reference is hereby made, and the same is made a part hereof with the same force and effect as if herein set forth at length, to have and to hold said property in trust as a part of the mortgaged and pledged property under said Indenture and subject to all the terms and

conditions of said Indenture and of all Indentures supplemental thereto; provided, however, that nothing herein contained shall be construed to be a limitation upon the provisions of said Indenture for the vesting under said Indenture of all property of the Company acquired subsequent to the date of said Indenture, it being the intention of the parties hereto that all property of the Company owned on the date of said Indenture or thereafter or hereafter acquired, subject to the rights reserved in said Indenture by the Company, shall be covered by the granting and pledging clauses of said Indenture.

SUBJECT NEVERTHELESS, to any liens on any of the property hereby mortgaged at the time of acquisition, including as to any of such properties subject thereto, the lien of the indenture dated January 1, 1940 executed by General Telephone Company of the Northwest (formerly named Interstate Telephone Company) to Seattle First National Bank, as Trustee, and First Security Bank of Idaho, National Association, as Separate Trustee, as said indenture has been or hereafter may be supplemented and amended by supplemental indentures, provided, however, that no such supplemental indenture shall supplement or amend the provisions of said indenture, as supplemented and amended on the date of this Supplemental Indenture in such manner that (i) the lien thereof shall be more extensive as to classes or kinds of property covered thereby, or (ii) covenants for the protection of the security or provisions with respect to release of property and withdrawal of moneys held by the trustee thereunder shall, in the opinion of counsel for the Company, be less adequate as protection for the holders of the bonds hereby secured than the restrictions, covenants and provisions contained in said indenture, as supplemented and amended on the date of this Supplemental Indenture.

ARTICLE V.

MISCELLANEOUS PROVISIONS.

SECTION 1. All of the covenants, stipulations, promises and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 2. This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

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SECTION 3. Although this Twenty-eighth Supplemental Indenture is dated as of March 30, 1979 for convenience and for the purpose of reference, the actual dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

By *[Signature]*
Vice President

Attest:

[Signature]
ROBERT E. JOSELYN
Secretary

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

By *[Signature]*
Trust Officer

Attest:

[Signature]
Assistant Secretary

[Signature]
M. J. Barrett

STATE OF WASHINGTON }
 COUNTY OF SNOHOMISH } ss.:

On this 14 day of March, 1979, before me, the undersigned, a Notary Public in the State of Washington, in and for the said County of Snohomish, residing therein and duly commissioned and sworn, personally appeared Lee Carter, known to me to be the President of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC. and ROBERT E. JOSLIN, known to me to be the Secretary of GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged 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 they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the City of Everett, County of Snohomish, State of Washington, the day and year first above written.

Gail E. Oates
 (Gail E. Oates)

Notary Public in and for the State of Washington
 Residing at Everett
 My Commission expires January 20, 1983.

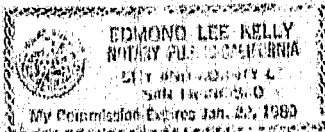
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STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 4th day of March 1979, before me, the undersigned, a Notary Public in the State of California, in and for the said City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared R. LEROY known to me to be a Trust Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and HOWARD W. PROSSER, known to me to be an Assistant Secretary of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged 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 they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation exist at the same.

On this 5th day of March 1979, before me, the undersigned, a Notary Public in the State of California, in and for the City and County of San Francisco, residing therein and duly commissioned and sworn, personally appeared M. J. BARRITT, known to me to be the identical individual person described in and who executed the within and foregoing Supplemental Indenture and stated that he executed, signed, sealed and delivered the same freely and voluntarily as his free and voluntary act and deed for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County of San Francisco the day and year first above written.



NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires

1/22/80

SCHEDULE "A"

Real Property Situate in the State of Washington

Douglas County

That certain parcel of real property situated in the County of Douglas, State of Washington, more particularly described as follows:

PARCEL 1

A parcel of land in the Southeast Quarter of Section 24, Township 22 North, Range 21 East, W.M., Douglas County, Washington, more particularly described as follows:

Beginning at a $\frac{3}{4}$ " iron pipe in a monument case that is the South Quarter corner of said Section 24;

Thence North $0^{\circ}39'51''$ West along the north-south center of section line for 260.00 feet to a P.K. nail that is THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

Thence continuing North $0^{\circ}39'51''$ West along said center of section line for 235.46 feet to a P.K. nail;

Thence North $89^{\circ}09'08''$ East for 200.00 feet to a $\frac{5}{8}$ " iron rod;

Thence South $0^{\circ}39'51''$ East for 235.46 feet to a $\frac{5}{8}$ " iron rod;

Thence South $89^{\circ}09'08''$ West for 200.00 feet to the TRUE POINT OF BEGINNING. Containing 1.08 acres, more or less.

Pend Oreille County

That certain parcel of real property situated in the County of Pend Oreille, State of Washington, more particularly described as follows:

PARCEL 2

Lots 6 and 7, Block 13 of Talemadge's Addition to Town of Newport, Pend Oreille County, Washington, according to the recorded plat thereof.

Snohomish County

That certain parcel of real property situated in the County of Snohomish, State of Washington, more particularly described as follows:

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PARCEL 3

A portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 27 N, Range 5 E, W.M., situate in Snohomish County, State of Washington, described as follows:

The N 341.97 feet as measured along the W line of said quarter section of the W 280.00 feet as measured along the N line of said section.

EXCEPT the N 30.00 feet.

The N 843.19 feet as measured along the W line of said quarter section of the W 781.22 feet as measured along the N line of said section, EXCEPT the N 30.00 feet thereof, and also EXCEPT any portion thereof lying within State Highway 405 right of way, and also EXCEPT the N 341.97 feet as measured along the W line of said quarter section of the W 280.00 feet as measured along the N line of said section of that portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 27 N, Range 5 E, W.M., Snohomish County, Washington.

PARCEL 4

Lot 11, and the North $\frac{1}{2}$ of Lot 12, Block 796, Plat of Everett Land Company's First Addition to Everett, according to the plat thereof recorded in Volume 3 of Plats, page 20, records of the Auditor of the County of Snohomish, State of Washington.

PARCEL 5

LOTS 31 and 32, BLOCK 611, RUCKER'S FIRST PLAT OF EVERETT, according to the plat thereof recorded in Volume 2 of Plats, page 101, records of the Auditor of the County of Snohomish, State of Washington.

PARCEL 6

All of Lots 2 through 31 inclusive, Block 17; and all of Lots 3 through 16 inclusive, Block 18, Plat of South Park Addition to Everett, according to plat thereof recorded in Volume 7 of Plats, page 43, records of Snohomish County, State of Washington except portions conveyed to the State of Washington for Highway SSH 1-1 (SR 52a), and

All of Lots 1 through 8 inclusive, Block 20 and all of Lots 1 through 4 inclusive, Block 19, all of Lot 2, Block 27 and Lot 1, Block 28, replat of Blocks 19 through 28 inclusive, South Park Addition to Everett according to the plat thereof recorded in Vol. 9 of Plats, page 5, records of Snohomish County, State of Washington. Together with all those portions of vacated streets, alleys, easements and rights of ways accruing to any of

the above described premises by operation of law; SUBJECT TO; Easements, reservations and restrictions of record.

PARCEL 7

That portion of the Northeast quarter of the Northwest quarter of Section 14, Township 28 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the Northeast quarter of Northwest quarter of Section 14, Township 28 North, Range 4 East, W.M., distant South $0^{\circ}48'33''$ West 1316.36 feet from the North quarter corner of said section 14 and proceeding thence along the South line of said Northeast quarter of Northwest quarter North $88^{\circ}04'41''$ West 400.17 feet to the Southeast corner of the tract herein described and the true point of beginning; thence continue along said South line of the Northeast quarter of the Northwest quarter North $88^{\circ}04'41''$ West 917.67 feet to the Southwest corner of said Northeast quarter of Northwest quarter; thence along the West line thereof North $0^{\circ}49'33''$ East 655.04 feet to a point in the West line of said Northeast quarter of Northwest quarter distant South $0^{\circ}49'33''$ West 665.05 feet from the Northwest corner thereof; thence South $87^{\circ}54'56''$ East 917.69 feet to a point that bears North $0^{\circ}49'33''$ East from the point of beginning thence South $0^{\circ}49'33''$ West 652.46 feet more or less to the point of beginning.

Except portion conveyed to the State of Washington under Auditor's File No. 2017910.

Situate in the County of Snohomish, State of Washington.

PARCEL 8

The East 200 feet of Lot 3, Block 2, Lome Lake, according to the plat thereof recorded in Volume 13 of Plats, pages 24 through 27, inclusive, records of Snohomish County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress, utility and telephone system operations purposes, over, under, across and through the following described strip of land:

Beginning at the most Westerly corner of said Lot 3; thence N $45^{\circ}00'00''$ E, along the Northwesterly line of said Lot 2, for 69.35 feet to the true point of beginning; thence continuing N $45^{\circ}00'00''$ E, along the Northwesterly line of said Lot 3, for 27.57 feet; thence S $69^{\circ}56'44''$ E, parallel with the Northeasterly line of said Lot 3, for 751.56 feet to a point on the West line of the East 200.00 feet of said Lot 3; thence S $0^{\circ}40'36''$ W,

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along the West line of the East 200.00 feet of said Lot 3, for 26.50 feet; thence N 69°56'44" W for 771.98 feet to the true point of beginning.

Spokane County

That certain parcel of real property situated in the County of Spokane, State of Washington, more particularly described as follows:

PARCEL 9

Lots 14, 15 and 16, Block "FF", Resurvey and Extension to Rockford, according to Plat recorded in Volume "A" of Plats, Pages 50 and 51, in Spokane County, Washington.

Whitman County

That certain parcel of real property situated in the County of Whitman, State of Washington, more particularly described as follows:

PARCEL 10

Lots 13, 14, 15, 16, 17 West 41 feet and South 15 feet of the East 54 feet of Lot 18 and West 46 feet of lots 19, 20, 21, 22, 23, 24, Block 4, Town of Tekon according to the plat thereof, recorded in Book A of plats, page 180 in records of said county.

Real Property Situate in the State of Oregon

Coos County

That certain parcel of real property situated in the County of Coos, State of Oregon, more particularly described as follows:

PARCEL 11

Commencing at a point on the East line of Schoneman Avenue in the Northwest quarter of the Northeast quarter of Section 20, Township 23 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, which point is 242.96 feet North of the North line of Cape Arago Highway and which point is the Northwest corner of Lot 1, Block 2, Empire Commercial Tracts, an unrecorded Plat; thence North 89°07' East a distance of 225 feet, more or less to the Southwest corner of a parcel decided to John Topits by deed recorded March 14, 1972, as No. 72-3-49301; thence North 0°53' West 150 feet; thence South 89°07' West 225 feet, more or less, to the East line of Schoneman Avenue; thence South along said East line 150 feet to the point of beginning.

PARCEL 12

A tract of land containing 2,500 square feet and being located in the Southeast quarter of the Northeast quarter of Section 15, Township 24 South, Range 13 West, W.M., Coos County, Oregon and being further described as follows:

Beginning at an iron pipe on the Southerly boundary of the right-of-way of the County Road between the Oregon Coast Highway and the Southern Pacific Railroad Depot, said point being located South a distance of 1045.90 feet from the iron pipe at the Northeast corner of Section 15, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence, along the South boundary of said County Road North $81^{\circ}30'$ East a distance of 220.00 feet; thence, South $8^{\circ}30'$ East a distance of 10.00 feet; thence, North $8^{\circ}30'$ West a distance of 10.00 feet to the South boundary of said County Road; thence along said South boundary North $81^{\circ}30'$ East a distance of 129.06 feet to the Westerly boundary of the right-of-way of the new Oregon Coast Highway; thence along the West boundary of said highway right-of-way, South $13^{\circ}45'$ West 247.13 feet to an iron pipe; thence continuing along said right-of-way South $14^{\circ}31'$ West a distance of 443.52 feet to an iron pipe; thence leaving said right-of-way and running South $66^{\circ}54'43''$ West a distance of 272.62 feet to an iron rod the True Point of Beginning of the following described tract; thence, North $23^{\circ}05'17''$ West a distance of 50.00 feet to an iron rod; thence South $66^{\circ}54'43''$ West a distance of 50.00 feet to an iron rod; thence, South $23^{\circ}05'17''$ East a distance of 50.00 feet to an iron rod; thence, North $66^{\circ}54'43''$ East a distance of 50.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for access and utility purposes over, under and across the described property, to wit:

A tract of land containing 5846.5 square feet, more or less, and being located in the Southeast quarter of the Northeast quarter of Section 15, Township 24 South, Range 13 West, W.M., Coos County, Oregon and being further described as follows:

Beginning at an iron pipe on the Southerly boundary of the right-of-way of the County Road between Oregon Coast Highway and the Southern Pacific Railroad Depot, said point being located South a distance of 1045.90 feet from the iron pipe at the Northeast corner of Section 15, Township 24 South, Range 13 West of the Willamette Meridian, Coos County, Oregon; thence along the South boundary of said County Road

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North 81°30' East a distance of 221.00 feet; thence, South 8°30' East a distance of 10.00 feet; thence, North 81°30' East a distance of 10.00 feet; thence North 8°30' West a distance of 10.00 feet to the South boundary of said County Road; thence along said South boundary North 81°30' East a distance of 129.06 feet to the Westerly boundary of the right-of-way of the new Oregon Coast Highway; thence along the West boundary of said highway right-of-way, South 13°45' West 247.13 feet to an iron pipe; thence continuing along said right-of-way South 14°31' West a distance of 443.52 feet to an iron pipe the True Point of Beginning of the following described tract; thence, leaving said right-of-way and running South 66°54'43" West a distance of 272.62 feet to an iron rod; thence, North 23°05'17" West a distance of 20.00 feet; thence, North 66°54'43" East a distance of 288.02 feet to the westerly right-of-way line of the new Oregon Coast Highway, thence along said right-of-way South 14°31' West a distance of 25.24 feet to the True Point of Beginning.

Curry County

That certain parcel of real property situated in the County of Curry, State of Oregon, more particularly described as follows:

PARCEL 13

A parcel of land lying in sections 10 and 15, Township 40 South, Range 14 West, Willamette Meridian, Curry County, Oregon, being a portion of Lot 25, Cape Ferrel Heights 1st Addition;

Beginning at the Southwest corner of said Lot 25, from which the Northeast corner of Section 15 bears North 86°56'25" East a distance of 2426.46 feet; thence North 00°28' West along the Easterly right-of-way of U. S. Highway 101 a distance of 4.2 feet to the beginning of a 400 foot spiral curve to the left; thence along the arc of said spiral a distance of 120.00 feet (Chord North 00°35'12" West a distance of 119.99 feet); thence leaving said right of way South 89°19' East a distance of 54 feet; thence South 00°41' West a distance of 133.66 feet to a point on the Southerly line of said Lot 25; thence along said Lot line North 78°49' West a distance of 52.13 feet to the point of beginning and containing 0.155 acres, more or less.

SUBJECT TO: An easement of record to the State of Oregon, State Highway Commission, October 2, 1961, Deed Book 66, Page 290.

Multnomah County

That certain parcel of real property situated in the County of Multnomah, State of Oregon, more particularly described as follows:

PARCEL 14

A tract of land in the Northwest quarter of Section 10, Township 1 South, Range 3 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point on the North line of N.E. 9th Street (formerly 7th Street) 375 feet East of the West line of N.E. Hood Avenue and running thence East (N. $88^{\circ}49'00''$ E.) along said North line 107.33 feet to the Southwest corner of that tract described in deed to City of Gresham, recorded March 14, 1973 in Book 914, page 1756, Multnomah County Records; thence along the West line of said City of Gresham tract on the arc of a 532.38 foot radius curve to the right through a central angle of $3^{\circ}45'00''$ a distance 34.84 feet (the chord bears North $16^{\circ}36'56''$ East 34.84 feet) to a point of reverse curvature; thence continuing along said West line on the arc of a 472.38 foot radius curve to the left through a central angle of $18^{\circ}16'36''$ a distance of 150.68 feet (the chord bears North $9^{\circ}12'08''$ East 150.05 feet); thence continuing along said West line North $0^{\circ}12'50''$ East 1.36 feet to the South line of that tract described in deed to Gresham, Oregon Company of Jehovah's Witnesses, a non-profit corporation, recorded October 31, 1952 in Book 1567, page 82, Multnomah County Records; thence West (S. $88^{\circ}06'25''$ W. 140.73 feet) along said South line to the Southwest corner of said Gresham, Oregon Company of Jehovah's Witnesses, a non-profit corporation tract; thence South (S. $9^{\circ}16'30''$ W. 180.42 feet) to the point of beginning.

Union County

That certain parcel of real property situated in the County of Union, State of Oregon, more particularly described as follows:

PARCEL 15

Beginning at a point 30 feet West of the Northeast corner of Lot 7 in Block 65 of HINDMAN'S ADDITION to Elgin, Oregon; thence West along the North line of said Block a distance of 35 feet; thence at right angles South 100 feet to the South line of Lot 9 of said Block; thence East 65 feet to the Southeast corner of Lot 7 of said block, thence North along the East line of said Lot 7 a distance of 60 feet; thence at right angles West 30 feet; thence North 40 feet to the point of beginning.

Washington County

That certain parcel of real property situated in the County of Washington, State of Oregon, more particularly described as follows:

PARCEL 16

A tract of land located in the South $\frac{1}{2}$ of Section 30, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at a point on the North line of N.W. Cornell Road (CR B-95) as now established, said point being the Southwesterly corner of that tract conveyed to Shepherd-of-the-Valley Lutheran Church by deed recorded September 9, 1974 in Book 591, page 793, Deed Records of said county, said point further described as being North $80^{\circ}05'50''$ East, 2,575.16 feet from the Southwest corner of said Section 30; thence along said line of Cornell Road on a 1,477.39 foot radius curve to the left with a chord that bears North $87^{\circ}13'47''$ West, 174.28 feet, an arc distance of 174.38 feet to a point 45.00 feet opposite engineer's centerline station 28+65.47 for said Cornell Road; thence South $89^{\circ}23'20''$ West along said North line, 738.31 feet to a point 45.00 feet opposite engineer's centerline station 21+27.16 for said Cornell Road; thence along said North line of Cornell Road on a 3,864.72 foot radius curve to the left with a chord that bears South $88^{\circ}42'18''$ West, 92.26 feet, an arc distance of 92.26 feet; thence North $01^{\circ}58'44''$ West, 116.03 feet; thence North $29^{\circ}57'55''$ East, 1,099.44 feet to a point on the Southwesterly line of Sunset Highway, said point being 170.00 feet opposite the Westbound centerline; thence South $60^{\circ}02'05''$ East along said line of Sunset Highway, 311.98 feet to a point 170.00 feet opposite engineer's centerline station 2960+23.2; thence South $02^{\circ}38'13''$ West, 22.51 feet to an angle point in said line of Sunset Highway, said point being 190.00 feet opposite the Westbound centerline; thence South $60^{\circ}02'05''$ East along the Southwesterly line of Sunset Highway, 878.04 feet to the West line of N.W. 174th Avenue, a 40.00 foot right of way as now established; thence South $01^{\circ}22'37''$ West along said 174th Avenue, 67.57 feet to the Northeast corner of said church tract; thence South $61^{\circ}36'08''$ West along the Northwesterly line of said church tract, 636.95 feet; thence South $06^{\circ}07'58''$ West, 80.00 feet to the point of beginning.

TOGETHER WITH a thirty (30) foot wide easement for utility and road purpose located immediately West of and adjacent to the Westerly property line of the parcel hereinabove described; and

RESERVING TO Seller a like thirty (30) foot wide easement for utility and road purposes located immediately East of and adjacent to said Westerly property line of the parcel hereinabove described.

Sewer Easement, including the terms and provisions thereof, granted to Unified Sewerage Agency of Washington County, a municipal corporation, recorded March 23, 1973 in Book 915, Page 141, Washington County Records. (Affects a strip of land 20 feet wide, situated in Section 30, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon the center line of which is more particularly described as follows:

Beginning at a point on the South line of the tract of land described as Parcel No. 2 in Book 203, Page 65 Deed Records, Washington County, Oregon, said point being East 424.43 feet from the Southwest corner of said tract; thence North $27^{\circ}12'48''$ East 170 feet, more or less, to a line which is parallel with and 190 feet Southwesterly of the center line of the Sunset Highway, ALSO, a Temporary Easement, being a strip of land 40 feet wide along and abutting both sides and for the full length of the permanent easement.)

Sewer Easement, including the terms and provisions thereof, granted to Unified Sewerage Agency of Washington County, a municipal corporation, recorded March 23, 1973 in Book 915, Page 144, Washington County Records. (Affects a strip of land 20 feet wide, situated in Section 30, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon the center line of which is more particularly described as follows:

Beginning at a point on the North line of that tract of land described as Parcel III in Book 746, page 35, Deed Records, Washington County, Oregon, said point being East 423.12 feet from the Northwest corner of said tract; thence South $23^{\circ}06'19''$ West, 498 feet, more or less, to the North right of way line of N.W. Cornell Road. ALSO, a Temporary Easement, being a strip of land 40 feet wide along and abutting both sides and for the full length of the permanent easement.)

Sewer Easement, including the terms and provisions thereof, granted to Unified Sewerage Agency of Washington County, a municipal corporation, recorded April 11, 1975 in Book 1618, Page 277, Washington County Records. (Affects a 15 foot wide easement for sanitary sewer purposes across a tract of land in Section 30, Township 1 North, Range 1 West of

the Willamette Meridian, Washington County, Oregon, said easement being more particularly described as follows:

Beginning at the intersection of the South right of way line of the Sunset Highway with the West right of way line of N.W. 174th Avenue, which point also bears North $73^{\circ}33'46''$ East, 3,239.62 feet from the Southwest corner of said Section 30; thence South $1^{\circ}22'37''$ West along said West line of N.W. 174th Avenue, 17.08 feet thence North $60^{\circ}04'49''$ West on a line parallel with the South line of the Sunset Highway, 328.16 feet; thence North $29^{\circ}55'21''$ East 25.00 to a point in the South line of the Sunset Highway; thence South $60^{\circ}04'39''$ East along said South line, 320.00 feet to the point of beginning.)

NOTE: Appurtenant Easement, including the terms and provisions therein from STANDARD INSURANCE COMPANY, an Oregon corporation, granted to Shepherd-of-the-Valley Lutheran Church, recorded September 19, 1974 in Book 991, Page 793, Washington County Records and described therein as follows:

Reserving the following easements designated as North and West Easements to be used for the benefit of adjacent property to be used in common with this property.

The easements herein described are for roadway, parking and utility service purposes and cover two areas of the 3.82 acre Shepherd-of-the-Valley Lutheran Church tract, a tract of land in Section 30, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, said easements being more particularly described as follows:

WEST EASEMENT: Beginning at the Southwest corner of said 3.82 acre property, which point also bears North $80^{\circ}05'45''$ East, 2574.54 feet from the Southwest corner of said Section 30; thence North $6^{\circ}07'58''$ East along the West line of said property, 80.00 feet; thence North $61^{\circ}36'08''$ East along the North line of said property, 120.15 feet; thence South $1^{\circ}22'37''$ West, 152.86 feet to a point in the South line of said property; thence along the arc of a 1477.39 foot radius curve to the left, which chord bears North $80^{\circ}42'00''$ West, 111.74 feet, an arc distance of 111.75 feet to the point of beginning.

NORTH EASEMENT: Beginning at the point in the East line of said 3.82 acre tract, a distance of 405.65 feet from the Southeast corner thereof, which point of beginning also bears North $78^{\circ}02'09''$ East, 3169.84 feet from the Southwest corner of said Section 30; thence at right angles to said East line, North $88^{\circ}37'25''$ West, 294.06 feet to a point in the Northerly

line of said property; thence North $61^{\circ}36'08''$ East along said Northerly line, 338.78 feet to the Northeast corner of said property; thence South $1^{\circ}22'37''$ West, 168.24 feet to the point of beginning.

Also reserving a roadway 38 feet wide for the benefit of adjacent property to be used in common with this property, the center line of this roadway is the East line of said West Easement.

Further reserving an easement for the location and construction of an artificial lake below the 182 feet natural grade contour line on said property.

Yamhill County

That certain parcel of real property situated in the County of Yamhill, State of Oregon, more particularly described as follows:

PARCEL 17

A tract of land in Section 20, Township 5 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, being part of Lot 1, Block 1, Thomas' Addition to Amity and being more particularly described as follows:

Beginning at an iron rod at the Southwest corner of said Lot 1; thence $N 01^{\circ}15'E$, 60.02 feet to an iron rod at the Northwest corner of said Lot 1; thence East 97.33 feet along the North line of said Lot 1 to an iron rod; thence $S 00^{\circ}18'W$, 60.01 feet to an iron rod in the South line of said Lot 1; thence West, 98.36 feet to the point of beginning.

Real Property Situate in the State of Idaho

Bonner County

That certain parcel of real property situated in the County of Bonner, State of Idaho, more particularly described as follows:

PARCEL 18

The East 40 feet of the following described property:

A tract of land in Government Lot 3 of Section 30, Township 56 North, Range 3 West, Boise Meridian, Bonner County, Idaho, described as follows:

Beginning at a point on the North line of that certain County Road (now U.S. Highway No. 2) which parallels the Great Northern Railway right of way, a distance of 25 feet West from the East line of above Lot 3; thence North, 56 feet to a point; thence West, 275 feet to a point; thence in

a Southerly direction to a point on above North line of County Road (U.S. No. 2), which is 300 feet Southwesterly from the point of beginning; thence Northeasterly, along above North line of above County Road, 300 feet, (U.S. No. 2), to the point of beginning.

Kootenai County

That certain parcel of real property situated in the County of Kootenai, State of Idaho, more particularly described as follows:

PARCEL 19

A part of land in the Northwest Quarter of Section 4, Township 49 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho, described as follows:

BEGINNING at the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 4;

thence along the South line of said Section 4 North 89 degrees 55 minutes 58 seconds East, 208.71 feet;

thence North 0 degrees 55 minutes 20 seconds East 25.00 feet to the North right-of-way line of an existing County road and the true point of beginning;

thence continuing North 0 degrees 55 minutes 20 seconds East 15.00 feet;

thence parallel with the South line of said Section 4 South 89 degrees 55 minutes 58 seconds West 15.00 feet;

thence South 0 degrees 55 minutes 20 seconds West 15.00 feet to the North right-of-way line of said County road;

thence along said right-of-way line North 89 degrees 55 minutes 58 seconds East 15.00 feet, to the point of beginning.

PARCEL 20

The West half of the South half of the Southeast quarter of Section 23, Township 51 North, Range 4 W.B.M., Kootenai County, State of Idaho, EXCEPTING therefrom the following described parcels:

Beginning at the Northwest corner of the West half of the South half of the Southeast quarter of Section 23; thence

South along the West line of said West half of the South half of the Southeast quarter, a distance of 100 feet; thence

East, parallel with the North line, a distance of 100 feet; thence North, parallel with the West line, a distance of 100 feet; to a point on the North line of said West half of the South half of the Southeast quarter; thence West along said North line a distance of 100 feet to the True Point of Beginning.

The Grantee hereby grants to the Grantors a non-exclusive easement for ingress and egress over and across a 30 foot wide strip along the west edge of the above-described property, for the sole purpose of laying the necessary appurtenances to a wall and operating and maintaining same.

Nez Perce

That certain parcel of real property situated in the County of Nez Perce, State of Idaho, more particularly described as follows:

PARCEL 21

The West 45 feet of Lots 8 and 9, and the West 15 feet of the East 70 feet of Lot 10, all in Block 47 of the Village of Peck, Nez Perce County, Idaho.

88372

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Condit

OF Peck, Idaho

AT 11:30 A.M. April 22, 1974

WAS RECORDED IN BOOK 56

ON 2nd AT PAGE 270

BOOKS OF SKAMANIA COUNTY, WASH.

J. J. T. T. T.

COUNTY CLERK

J. J. T. T. T.
DEPUTY

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED