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BOOK PAGE  
Certificate of Title

PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

(Formerly Guaranty Trust Company of New York)

AND

R. F. SPARROW

(Successor to Oliver R. Brooks and Wesley L. Baker)

As Trustees under Pacific Power & Light  
Company's Mortgage and Deed of  
Trust, Dated as of July 1, 1947

Thirty-fourth Supplemental Indenture

Dated as of April 1, 1979



**THIRTY-FOURTH SUPPLEMENTAL INDENTURE**

THIS INDENTURE, dated as of the first day of April, 1979, made and entered into by and between PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a New York trust company, whose post office address is 23 Wall Street, New York, N. Y. 10014 (hereinafter sometimes called the Corporate Trustee), and R. Y. SPARTOW (successor to Oliver R. Brooks and Wesley L. Baker), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the Thirty-fourth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-fourth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and



WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	Dated as of		Dated as of
First	April 1, 1950	Eighteenth	October 1, 1965
Second	March 1, 1952	Nineteenth	December 15, 1967
Third	September 1, 1952	Twentieth	May 1, 1969
Fourth	April 1, 1954	Twenty-first	November 1, 1969
Fifth	August 1, 1954	Twenty-second	July 1, 1970
Sixth	October 1, 1955	Twenty-third	February 1, 1971
Seventh	January 1, 1957	Twenty-fourth	October 1, 1971
Eighth	September 1, 1957	Twenty-fifth	October 1, 1972
Ninth	January 1, 1958	Twenty-sixth	January 1, 1974
Tenth	July 1, 1958	Twenty-seventh	October 1, 1974
Eleventh	September 1, 1960	Twenty-eighth	May 1, 1975
Twelfth	June 22, 1961	Twenty-ninth	January 1, 1976
Thirteenth	April 1, 1962	Thirtieth	July 1, 1976
Fourteenth	December 1, 1962	Thirty-first	December 1, 1976
Fifteenth	April 1, 1963	Thirty-second	January 1, 1977
Sixteenth	August 1, 1963	Thirty-third	November 1, 1977
Seventeenth	October 1, 1964		

and

WHEREAS the First through Thirty-third Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-fourth Supplemental Indenture is to be recorded; and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L. Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be



recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Thirty-fourth Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and



WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First— $3\frac{1}{4}\%$	1977	\$38,000,000	\$ 0
2. Second— $3\%$	1980	9,000,000	9,000,000
3. Third— $3\frac{1}{2}\%$	1982	12,500,000	12,500,000
4. Fourth— $3\frac{1}{2}\%$	9/1/1982	7,500,000	7,500,000
5. Fifth— $3\frac{1}{2}\%$	1984	8,000,000	8,000,000
6. Sixth— $3\frac{1}{2}\%$	8/1/1984	30,000,000	30,000,000
7. Seventh— $3\frac{1}{2}\%$	1985	10,000,000	10,000,000
8. Eighth— $3\frac{1}{2}\%$	1987	12,000,000	0
9. Ninth— $5\frac{1}{2}\%$	9/1/1987	20,000,000	0
10. Tenth— $4\frac{1}{2}\%$	1988	15,000,000	15,000,000
11. Eleventh— $4\frac{1}{2}\%$	7/1/1988	20,000,000	20,000,000
12. Twelfth— $5\frac{1}{2}\%$	1990	20,000,000	20,000,000
13. Thirteenth— $4\frac{1}{2}\%$	1992	35,000,000	35,000,000
14. Fourteenth— $4\frac{1}{2}\%$	12/1/1992	32,000,000	32,000,000
15. Fifteenth— $3\frac{1}{2}\%$	11/1/1974	11,434,000	0
16. Sixteenth— $3\frac{1}{2}\%$	4/1/1978	4,500,000	0
17. Seventeenth— $3\frac{1}{2}\%$	8/1/1979	4,951,000	4,951,000
18. Eighteenth— $4\frac{1}{2}\%$	6/1/1981	5,849,000	5,849,000
19. Nineteenth— $4\frac{1}{2}\%$	10/1/1982	6,157,000	6,157,000
20. Twentieth— $3\frac{1}{2}\%$	3/1/1984	8,659,000	8,659,000
21. Twenty-first— $4\frac{1}{2}\%$	5/1/1986	14,454,000	14,454,000
22. Twenty-second— $4\frac{1}{2}\%$	1993	30,000,000	30,000,000
23. Twenty-third— $4\frac{1}{2}\%$	1994	30,000,000	30,000,000
24. Twenty-fourth— $5\%$	1995	30,000,000	30,000,000
25. Twenty-fifth— $8\%$	1999	25,000,000	25,000,000
26. Twenty-sixth— $8\frac{1}{2}\%$	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh— $9\frac{1}{2}\%$	2000	25,000,000	25,000,000
28. Twenty-eighth— $7\frac{1}{2}\%$	2001	40,000,000	40,000,000
29. Twenty-ninth— $8\%$	10/1/2001	35,000,000	35,000,000
30. Thirtieth— $7\frac{1}{2}\%$	2002	30,000,000	30,000,000
31. Thirty-first— $8\frac{1}{2}\%$	2004	60,000,000	60,000,000
32. Thirty-second— $9\frac{1}{2}\%$	1983	70,000,000	70,000,000
33. Thirty-third— $10\frac{1}{2}\%$	1990*	60,000,000	60,000,000
34. Thirty-fourth— $10\%$	2006	75,000,000	75,000,000
35. Thirty-fifth— $7\frac{1}{2}\%$	7/1/2006	35,000,000	35,000,000
36. Thirty-sixth— $8\frac{1}{2}\%$	12/1/2006	50,000,000	50,000,000
37. Thirty-seventh— $6\frac{1}{2}\%$	1/1/2007	17,000,000	17,000,000
38. Thirty-eighth— $8\frac{1}{2}\%$	11/1/2007	100,000,000	100,000,000

\* Due 1985 upon exercise of option by holder.



WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Thirty-fourth Supplemental Indenture, and the terms of the bonds of the Thirty-



ninth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. F. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Thirty-third Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street



lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 37 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.



IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (1) of Section 87 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent



permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Thirty-fourth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

#### ARTICLE I.

##### Thirty-ninth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "10 1/4% Series due 2009" (herein sometimes referred to as the "Thirty-ninth Series"), each



of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Thirty-ninth Series shall mature on April 1, 2009 and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of ten and one-quarter per centum (10¼%) per annum, payable semi-annually on April 1 and October 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Thirty-ninth Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of the 10¼% Series due 2009 (hereinafter called the "Thirty-ninth Series") is registered at the close of business on any record date for the Thirty-ninth Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Thirty-ninth Series and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Thirty-ninth Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Thirty-ninth Series are registered on the day immediately preceding the date of



payment of such defaulted interest. Any bond of the Thirty-ninth Series issued upon any transfer or exchange subsequent to the record date for the Thirty-ninth Series for any interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term "record date for the Thirty-ninth Series" as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company a form of coupon bond, and of appurtenant coupons, for the Thirty-ninth Series and to provide for exchangeability of such coupon bonds with the bonds of the Thirty-ninth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Thirty-ninth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

#### General Redemption Prices

If redeemed during 12 months period ending March 31,

1980 .....	109.60%	1990 .....	106.29%	2000 .....	102.98%
1981 .....	109.27	1991 .....	105.96	2001 .....	102.65
1982 .....	108.94	1992 .....	105.63	2002 .....	102.32
1983 .....	108.61	1993 .....	105.30	2003 .....	101.99
1984 .....	108.28	1994 .....	104.97	2004 .....	101.66
1985 .....	107.95	1995 .....	104.64	2005 .....	101.33
1986 .....	107.62	1996 .....	104.31	2006 .....	101.00
1987 .....	107.29	1997 .....	103.98	2007 .....	100.67
1988 .....	106.96	1998 .....	103.65	2008 .....	100.34
1989 .....	106.63	1999 .....	103.32	2009 .....	100.00



in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-ninth Series shall be redeemed prior to April 1, 1984, at a General Redemption Price, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirty-ninth Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 10.397% per annum.

(II) Bonds of the Thirty-ninth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price equal to the principal amount of the bonds to be redeemed together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Thirty-ninth Series, upon surrender thereof, for cancellation, at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Thirty-ninth Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Thirty-ninth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirty-ninth Series.

After the execution and delivery of this Thirty-fourth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Thirty-ninth Series for the aggregate principal amount of One Hundred Million Dollars (\$100,000,000).



**ARTICLE II.****Replacement Fund Covenant—Other Related Provisions  
of the Mortgage—Dividend Covenant.**

**SECTION 2.** Subsection (I) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting "Thirty-eighth or Thirty-ninth" for "or Thirty-eighth" and by substituting "Thirty-eighth and Thirty-ninth" for "and Thirty-eighth" each time such words appear in said Section 39.

Subsection (III) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by inserting the words "Thirty-ninth Series," before the words "Thirty-eighth Series".

Clauses (d) and (e) of subsection (II) of Section 4 of the Mortgage, as heretofore amended, are hereby further amended by inserting the words "Thirty-ninth Series," before the words "Thirty-eighth Series" each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-ninth," before "Thirty-eighth".

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-ninth," before "Thirty-eighth".

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-ninth," before "Thirty-eighth" each time such word appears therein.

**ARTICLE III.****Miscellaneous Provisions.**

**SECTION 3.** The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Thirty-ninth Series or any subsequent series shall be determined only under the laws of the State of New York.

**SECTION 4.** Subject to the amendments provided for in this Thirty-fourth Supplemental Indenture, the terms defined in the Mortgage, as



heretofore amended, shall, for all purposes of this Thirty-fourth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirty-fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Thirty-fourth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Thirty-fourth Supplemental Indenture.

SECTION 6. Whenever in this Thirty-fourth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirty-fourth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 7. Nothing in this Thirty-fourth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-fourth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-fourth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the



parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 8. This Thirty-fourth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### ARTICLE IV

##### Specific Description of Property

The following described properties acquired subsequent to September 30, 1977, in the states of Oregon, California, Washington, Wyoming, Montana and Idaho, owned as of February 28, 1979, and used by the Company as sites for its plants, dams, reservoirs, substations, switching stations, office buildings and electric transmission and distribution facilities, or acquired and held for present or future use and development in connection with its electric utility, steam heating, and water supply systems, or for other purposes, as hereinafter indicated, respectively:

##### A--HYDROELECTRIC GENERATING PLANTS

###### A-3—Naches Hydroelectric Generating Plants

The following described lands used in connection with the two hydroelectric generating plants, known as the Naches Plant and the Naches Drop Plant:

Lands in YAKIMA County, State of WASHINGTON:

A-3 Item 9: A tract of land in the southwest quarter of the northwest quarter of Section 36, Township 15 North, Range 16 East, Willamette Meridian, described as follows:

Beginning at a point on the west line of the above described subdivision 250 feet north of the southwest corner thereof; thence north 48° 03' east 60 feet; thence north 78° 17' east 223 feet; thence north 64° 35' east 166 feet; thence north 42° 55' east 158.7 feet;



thence north  $58^{\circ} 25'$  east 96 feet; thence north  $77^{\circ} 49'$  east 225.5 feet; thence south  $88^{\circ} 39'$  east 99 feet; thence south  $83^{\circ} 11'$  east 210 feet; thence south  $71^{\circ} 58'$  east 226 feet, more or less, to the east line of said subdivision; thence north, along said east line, to that right of way line drawn parallel with and 60 feet southerly, when measured at right angles and/or radially, from the centerline survey of State Highway Route No. 12, Oak Flat to Nelson Bridge; thence westerly, along said right of way line, to the west line of said subdivision; thence south, along said west line, to the point of beginning; together with an easement to construct, operate, maintain, and reconstruct a power facility over, across and upon that portion of the right of way of said Highway in said subdivision lying southerly of the centerline survey thereof and extending from a line produced southerly, at right angles to said centerline survey, from Highway Engineer's Station 74+00 thereon to said right of way line, easterly to a line produced southerly, at right angles to said centerline survey, from Highway Engineer's Station 75+50 thereon to said right of way line.

- A-3 Item 10:** A tract of land in Section 36, Township 15 North, Range 16 East, Willamette Meridian, described as follows:  
 Lots 71, 72, 73, 74, 75, 76, 77, and 78, Lake Naches Division No. 2 recorded in Volume V of Plats, page 38, records of Yakima County, State of Washington.

#### **B—STEAM ELECTRIC GENERATING PLANTS**

##### **B-14—Centralia Coal Mine Properties**

An undivided one-half ( $1/2$ ) interest of the Company as a tenant in common with another, in and to the following lands used in connection with the Centralia coal mine and coal preparation facilities in Lewis County, State of Washington.

**Lands in Lewis County, State of WASHINGTON:**

- B-14 Item 6:** The southeast quarter of the southwest quarter of Section 27; and the east half of the northwest quarter of Section 34, Township 15 North, Range 1 West, Willamette Meridian; SUBJECT TO outstanding mineral rights and rights with respect to mining and removing minerals.



**B-14 Item 7:** The northwest quarter of Section 14, Township 14 North, Range 1 West, Willamette Meridian.

**B-15—Jim Bridger Steam Electric Generating Plant**

An undivided two-thirds (2/3) interest of the Company, as a tenant in common with another, in the following property purchased for use in connection with the steam electric generating plant known as the Jim Bridger Steam Plant, in Sweetwater County, State of Wyoming.

Lands in SWEETWATER County, State of WYOMING:

**B-15 Item 5:** Lands in Township 21 North, Range 101 West, 6th Principal Meridian:

The northeast quarter of the northwest quarter, the north half of the northeast quarter, the north 330 feet of the southwest quarter of the southeast quarter, and the east half of the northeast quarter of the southwest quarter, all in Section 35, SUBJECT TO a reservation of all minerals and mineral rights including oil and gas and rights thereto.

**C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS**

All of the following described real property in the states of Oregon, California, Washington, Wyoming, and Montana, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

**C-228—Casper "S" Street Substation**

In NATRONA County, State of WYOMING:

Land additional to and adjoining the tracts described in C-228 Item and Item 2, described as follows:

**C-228 Item 3:** A tract of land in the northeast quarter of Section 31, Township 34 North, Range 79 West, 6th Principal Meridian, described as follows:

Commencing at the east quarter corner of said Section 31 and running thence west 1520.00 feet to the true point of beginning;



thence west 100.00 feet to a point; thence north 905.00 feet to a point; thence east 100.00 feet to a point; thence south 905.00 feet to the point of beginning; SUBJECT TO a reservation of all minerals.

*C-233 Worland Substation*

In WASHAKIE County, State of WYOMING:

Land additional to and adjoining the tract described in C-233 Item, described as follows:

*C-233 Item 2:* A tract of land in the northeast quarter of the northwest quarter of Section 25, Township 47 North, Range 93 West, 6th Principal Meridian, described as:

Commencing at the north quarter corner of said Section 25, thence west 255.2 feet; thence north  $89^{\circ} 30'$  west 695.0 feet to the true point of beginning; thence north  $89^{\circ} 30'$  west 50.0 feet; thence south  $0^{\circ} 11'$  east 400.0 feet; thence south  $89^{\circ} 30'$  east 50.0 feet; thence north  $0^{\circ} 11'$  west 400.0 feet to the true point of beginning.

*C-356—Knott Substation*

In MULTNOMAH County, State of OREGON:

Lands additional to and adjoining the tract described in C-356 Item, described as follows:

*C-356 Item 2:* Two tracts of land in Section 27, Township 1 North, Range 1 East, Willamette Meridian, described as follows:

*Parcel #1:* The east 45  $1/2$  feet of Lots 14 and 15, Block 26, ALBINA, in the City of Portland, EXCEPT the south 5 feet of Lot 14 taken for the widening of N. E. Russell Street and EXCEPT the east 5 feet taken from Lots 14 and 15 for the widening of N. E. Rodney Avenue.

*Parcel #2:* The west 49.5 feet of the east 95 feet of Lots 14 and 15, Block 26, ALBINA, in the City of Portland, EXCEPT the south 5 feet thereof taken for the widening of N. E. Russell Street.



**C-375—Meridian Substation**

In JACKSON County, State of OREGON:

Land additional to and adjoining the tract described in C-375 Item, described as follows:

**C-375 Item 2:** Two tracts of land, described as follows:

**Parcel #1:** The south half of the northeast quarter of Section 12, Township 37 South, Range 1 West, Willamette Meridian.

**Parcel #2:** The northwest quarter of the northwest quarter, the south half of the northwest quarter and the northwest quarter of the northeast quarter of Section 7, Township 37 South, Range 1 East, Willamette Meridian.

**C-377—Red Butte Substation** (Erroneously listed as C-376 in the 33rd Supplemental Indenture)

In NATRONA County, State of WYOMING:

Land additional to and adjoining the tract described in C-377 Item, described as follows:

**C-377 Item 2:** A tract of land located in Section 15, Township 33 North, Range 80 West, 6th Principal Meridian, described as follows:

That portion of the northeast quarter of the southeast quarter of said Section 15, which commences at the east 1/16 corner of said Section 15 and runs thence north  $89^{\circ} 04' 14''$  east 849.73 feet to the true point of beginning; thence south  $0^{\circ} 55' 46''$  east 150.00 feet; thence south  $89^{\circ} 04' 14''$  west 15.00 feet; thence north  $0^{\circ} 55' 46''$  west 150.00 feet; thence north  $89^{\circ} 04' 14''$  east 15.00 feet to the true point of beginning.



*C-378—Cold Springs Substation*

In UMATILLA County, State of OREGON:

*C-378 Item 1:* A tract of land located in Section 30, Township 5 North, Range 29 East, Willamette Meridian, described as follows:

Commencing at the southeast corner of the northeast quarter of said Section 30; thence north along the east line thereof 660 feet to the northeast corner of that tract of land conveyed to Charles E. Westfall, et ux, by Deed recorded in Book 299, Page 268, Deed Records; thence west along the north line of said Westfall tract, and along the north line of that tract of land described in Contract recorded in Book 300, Page 390, Deed Records, wherein Orson A. Thompson, et ux, were vendees, 495 feet to the true point of beginning of this description; thence continuing west along the north line of that tract of land conveyed to Lee A. Wilson, et ux, by Deed recorded in Book 318, Page 426, Deed Records, and along the north line of that tract of land described in Contract recorded in Book 302, Page 379, Deed Records, 660 feet; thence north and parallel with the west line of the southeast quarter of the northeast quarter of said Section 30, 660 feet to a point in the north line of said southeast quarter of the northeast quarter; thence east along said north line 660 feet, more or less, to a point which is 495 feet west of the northeast corner of said southeast quarter of the northeast quarter; thence south at right angle, 660 feet to the point of beginning; also a nonexclusive easement for access over and across the following described property:

Commencing at the northeast corner of the southeast quarter of the northeast quarter of said Section 30, thence west along the north line thereof 495 feet; thence south at right angles 30 feet; thence east and parallel with said north line 495 feet to a point in the east line of said southeast quarter of the northeast quarter, thence north along said east line 30 feet to the point of beginning.

*C-378 Item 2:* A tract of land located in Section 30, Township 5 North, Range 29 East, Willamette Meridian, described as follows:

Commencing at the southeast corner of the northeast quarter of said Section 30; thence north  $0^{\circ} 09' 21''$  west along the east line of the



southeast quarter of the northeast quarter of said Section 30 a distance of 660.00 feet to the northeast corner of that tract of land conveyed to Charles E. Westfall, et ux, by Deed recorded in Book 299, Page 268, Deed Records of Umatilla County, Oregon; thence south  $89^{\circ} 44' 07''$  west along the north line of said Westfall Tract and along the north line of that tract of land described in a Contract recorded in Book 300, Page 390, Deed Records of Umatilla County, Oregon, wherein Orson A. Thompson, et ux, were Buyers, 495.00 feet to the northwest corner of said Thompson Tract; thence continuing south  $89^{\circ} 44' 07''$  west along the north line of that tract of land conveyed to Lee A. Wilson, et ux, by Deed recorded in Book 302, Page 379, Deed Records of Umatilla County, Oregon, and along the north line of that tract of land described in a Contract recorded in Book 302, Page 379, Deed Records of Umatilla County, Oregon, wherein Michael T. McLaughlin, et ux, were Buyers, 660.00 feet to the true point of beginning for this description; thence north  $0^{\circ} 07' 56''$  west, parallel with the west line of the southeast quarter of the northeast quarter of said Section 30 a distance of 658.49 feet to the north line of the southeast quarter of the northeast quarter of said Section 30; thence south  $89^{\circ} 39' 52''$  west along the north line of the southeast quarter of the northeast quarter of said Section 30 a distance of 165.14 feet to the northwest corner of the southeast quarter of the northeast quarter of said Section 30, said northwest corner of the southeast quarter of the northeast quarter of said Section 30 also being the northeast corner of that tract of land conveyed to William O. Rotramel in Book 345, Page 635, Deed Records of Umatilla County, Oregon; thence south  $0^{\circ} 07' 56''$  east along the east line of said Rotramel Tract and along the west line of the southeast quarter of the northeast quarter of said Section 30 a distance of 658.29 feet to the northwest corner of that tract of land described in a Contract recorded in Book 302, Page 379, Deed Records of Umatilla County, Oregon, wherein Michael T. McLaughlin, et ux, were Buyers; thence north  $89^{\circ} 44' 07''$  east along the north line of said McLaughlin Tract 165.14 feet to the true point of beginning.



**C-379—Gasquet Substation**

In DEL NORTE County, State of CALIFORNIA:

**C-379 Item:** A tract of land in Section 20, Township 17 North, Range 2 East, Humboldt Meridian, described as follows:

Beginning at a point that is south  $70^{\circ} 18' 19''$  west a distance of 1065.87 feet from the east quarter corner of Section 20; thence south  $79^{\circ} 07' 12''$  east, 150.00 feet; thence south  $10^{\circ} 55' 00''$  west 260.40 feet; thence south  $34^{\circ} 12' 24''$  east 44.22 feet; thence south  $14^{\circ} 05' 18''$  east 30.00 feet; thence westerly along the centerline of the Middle Fork Gasquet Road on a 300 feet radius curve to the left, the delta angle of which is  $9^{\circ} 32' 57''$ , a distance of 50.00 feet; thence north  $23^{\circ} 38' 15''$  west 10.75 feet; thence north  $50^{\circ} 48' 17''$  west 159.36 feet; thence north  $57^{\circ} 44' 43''$  west 4.54 feet; thence north  $10^{\circ} 55' 00''$  east 257.47 feet to the true point of beginning.

**C-380—Happy Camp Substation**

In SISKIYOU County, State of CALIFORNIA:

**C-380 Item:** A tract of land in Section 2, Township 16 North, Range 7 East, Humboldt Meridian, described as follows:

All that portion of Lot 6 shown as Parcel 1 on that certain map entitled "Record of Survey for Pacific Power & Light Company," recorded in Record Survey Book No. 9 at Page 17 in the office of the Siskiyou County Recorder, described as follows:

Commencing at a point on the northerly line of Mineral Lot 53 and the westerly boundary of California State Route 96, from which point Corner No. 10 of Mineral Lot 53 bears south  $79^{\circ} 30'$  east 495.16 feet and at which point said westerly boundary of California State Route 96 forms a curve concave to the east having a radius of 1460.00 feet and a line tangent to said curve bears north  $19^{\circ} 36' 43''$  east; thence northeasterly 359.01 feet along said curve through an angle of  $14^{\circ} 05' 20''$  to the true point of beginning; thence northeasterly 242.43 feet along said curve and northwesterly boundary of California State Route 96 through an angle of  $9^{\circ} 30' 50''$ ; thence north  $59^{\circ} 06' 20''$



west 216.73 feet; thence south  $30^{\circ} 34' 50''$  west, 308.14 feet; thence south  $79^{\circ} 29' 50''$  east, 195.41 feet to the true point of beginning.

**C-381—Dodd Road Substation**

In WALLA WALLA County, State of WASHINGTON:

**C-381 Item:** A tract of land in Section 28, Township 8 North, Range 31 East, Willamette Meridian, described as follows:

That portion of Farm Unit 33, Irrigation Block 3, Columbia Basin Project, Washington, according to the official plat thereof recorded in Volume F of Plats at Page 28, records of Walla Walla County, described as:

Commencing at a point in the east line of said Section 25, which is 30 feet north of the southeast corner of said Section 28, and running thence west parallel to the south line of said section 314.67 feet to the true point of beginning; thence east along said parallel line 314.67 feet to a point in the east line of said Section 28; thence north along said east line 175.00 feet; thence west parallel to the south line of said section 180.00 feet; thence southwesterly in a straight line 190.46 feet to a point which is 40.33 feet north of said true point of beginning; thence south 40.33 feet to the true point of beginning.

**C-382—Lion Mountain Substation**

In FLATHEAD County, State of MONTANA:

**C-382 Item:** A tract of land in Section 15, Township 27 North, Range 21 West, Montana Prime Meridian, described as follows:

Commencing at the east quarter corner of said Section 15; thence north  $89^{\circ} 39' 07''$  west along the north line of the southeast quarter of said Section 15 a distance of 1324.79 feet to a point; thence south  $00^{\circ} 03' 51''$  east 12.26 feet to the true point of beginning; thence south  $00^{\circ} 03' 51''$  east 709.64 feet; thence north  $61^{\circ} 42' 23''$  west 224.64 feet; thence north  $71^{\circ} 43' 02''$  west 444.26 feet; thence north  $09^{\circ} 39' 17''$  west 479.28 feet; thence south  $89^{\circ} 34' 27''$  east 501.09 feet; thence south  $88^{\circ} 44' 30''$  east 198.39 feet to the point of beginning.



**ERRATA:** On page 27 of the 'thirty-third Supplemental Indenture hereto, the Hollywood Substation was erroneously listed as C-377. The Hollywood Substation was previously known as the Tillamook Substation (C-136) and all references heretofore or hereafter to the Hollywood Substation or the Tillamook Substation should properly bear the designation C-136.

#### D--ELECTRIC TRANSMISSION LINES

All the following described electric transmission lines of the Company in the states of Oregon, California, Washington, Wyoming, and Idaho, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

**D-349 Line:** From Tucker Substation to Kenwood Substation (C-291) in HOOD RIVER County, State of OREGON.

**D-350 Line:** From Malin Substation (C-299) to pole 1-24 on Line 5 in KLAMATH County, State of OREGON, and MORDE County, State of CALIFORNIA.

**D-351 Line:** From Fry Substation (C-257) to Bonneville Power Administration's Conser Line in LINN County, State of OREGON.

**D-352 Line:** From Bonneville Power Administration's Troutdale Substation to Linneman Substation (C-202) in MULTNOMAH County, State of OREGON.

**D-353 Line:** From Hermiston Substation (C-37) to Hinkle Substation (C-376) in UMATILLA County, State of OREGON.

**D-354 Line:** From a point in the middle of the channel of the Kalama River to Cardwell Substation in COWLITZ County, State of WASHINGTON.

**D-355 Line:** From Bonneville Power Administration's Moxee Substation to Union Gap Substation (C-75) in YAKIMA County, State of WASHINGTON.

**D-356 Line:** From Jim Bridger Steam Electric Generating Plant (D-15) to Point of Rocks Substation in SWEETWATER County, State of WYOMING.



**D-557 Line:** From Jim Bridger Steam Electric Generating Plant (B-15) to Idaho Power Company's Kintport Substation in SWEETWATER and LINCOLN Counties, State of WYOMING, and in BEAR LAKE, BANNOCK, FRANKLIN, and POWER Counties, State of IDAHO.

### G—WATER SYSTEMS

#### G-6—Albany Water System

Land used in connection with the water supply and water distribution system of the Company in and about the City of Albany, LINN County, State of OREGON:

##### G-6 Item 16:

**Parcel #1:** Beginning at a point on the south boundary line of Block 4 in the Western Addition to the City of Albany, Linn County, Oregon, 116 feet westerly from the southeast corner of said Block; thence westerly on the south boundary line of said Block, 50 feet; thence northerly parallel with the east boundary line of said Block, 100 feet; thence easterly parallel with the south boundary line of said Block, 50 feet; thence southerly to the place of beginning; ALSO the east one-half of the following described premises, to-wit:

Beginning at a point on the south boundary line of Block 4 in said Western Addition 166 feet westerly from the southeast corner of said Block 4; thence westerly along the southern boundary line of said Block, 50 feet; thence northerly parallel with the east boundary line of said Block, 100 feet; thence easterly parallel with the southern boundary line of said Block, 50 feet; thence southerly parallel with the eastern boundary line of said Block, 100 feet to the place of beginning.

**Parcel #2:** Beginning on the south line of Block 4, Western Addition to Albany, 266 feet westerly from the southeast corner of said Block; thence easterly on the south line of said Block, 75 feet; thence northerly parallel with the eastern line of said Block, 100 feet; thence easterly parallel with 4th Avenue, 75 feet; thence northerly and on a line parallel with the east boundary of said Block 4 to the Calapooia River; thence westerly upstream along said river to a point north  $9^{\circ}$  west to the point of beginning, thence south  $9^{\circ}$  east to the point of beginning;



EXCEPT that property conveyed in a deed between Elwood E. and Florence B. Endicott, husband and wife, and Daniel J. and Mary Louise Wilkinson, husband and wife, dated July 18, 1969 and recorded in deed records of Linn County at Book 341, page 398, in the office of the Linn County recorder; ALSO EXCEPT therefrom the right of way granted to the Oregon Electric Railway Co. by deed recorded December 26, 1912 in Book 102, page 119, Deed Records.

**G-10—Green River and Rock Springs Water System**

Land used in connection with the water distribution system of the Company in and about the City of Rock Springs, SWEETWATER County, State of WYOMING.

**G-10 Item 16:** A tract of land in Section 33, Township 19 North, Range 105 West, 6th Principal Meridian, described as follows:

Beginning at a point on the east line of Section 33, said point being south  $0^{\circ} 06' 58''$  west 848.00 feet from the northeast corner of said Section 33; thence north  $0^{\circ} 06' 58''$  east 50.00 feet; thence north  $87^{\circ} 35' 49''$  west 50.00 feet; thence south  $0^{\circ} 06' 58''$  west 50.00 feet; thence south  $87^{\circ} 35' 49''$  east 50.00 feet to the point of beginning.

**J—MISCELLANEOUS REAL ESTATE**

All of the following described real property of the Company located in the State of Oregon, used for warehouse sites, pole yards, or other purposes in connection with the construction operation and maintenance of its utility systems, or held for future use, namely:

**J-46—Lands in LAKE County, State of OREGON:**

**J-46 Item 3:** Beginning at a 2" pipe marking the northwest corner of the Mountain View Addition to the Town of Lakeview; thence south  $89^{\circ} 40' 57''$  west along the south line of 3rd Street south 262.51 feet to a point 170 feet east of the west line of Section 15, Township 39 South, Range 20 East of the Willamette Meridian; then south  $0^{\circ} 19' 03''$  east 120 feet; thence south  $89^{\circ} 40' 57''$  west 205.96 feet to a point 60 feet east of the east line of the Oregon Valley Land Addition to the Town of



Lakeview; thence south  $0^{\circ} 14' 19''$  west along a line parallel to and 60 feet east of the east line of the Oregon Valley Land Addition, 1424.81 feet; thence north  $89^{\circ} 35' 20''$  east parallel to the south line of said Section 15 a distance of 425 feet; thence south  $0^{\circ} 14' 19''$  west 1000.00 feet to a point 40 feet north of the south line of said Section 15; thence north  $89^{\circ} 35' 20''$  east parallel to the south line of said Section 15, 227.57 feet to the southwest corner of a tract of land described in Book 141 at page 698 of the Lake County Record of Deeds; thence north  $0^{\circ} 47'$  east along the west line of said tract 1278.51 feet to a 2" pipe on the south line of the Mountain View Addition; thence south  $89^{\circ} 45' 16''$  west along said south line 183.70 feet to the southwest corner of the Mountain View Addition; thence north  $0^{\circ} 22' 54''$  west along the west line of Mountain View Addition 1265.14 feet to the point of beginning; EXCEPTING THEREFROM that property described in Book 159 at page 680 and Book 154 at page 701 of the Lake County Record of Deeds.

#### N—PROPERTY ACQUIRED BY MERGER

All that property, except property of such character as has herein or in the Mortgage and Deed of Trust, dated as of July 1, 1947, from Pacific Power & Light Company to Guaranty Trust Company of New York and Oliver R. Brooks, as Trustees, as heretofore supplemented, been excepted, now owned by the Company and acquired by the Company through the merger in June 1, 1959 of Rawlins Electric Company into the Company and described in that certain Mortgage Indenture between Rawlins Electric Company and Irving Trust Company, as Trustee, dated as of October 1, 1941, as supplemented, said Mortgage Indenture, and the supplements thereto having been recorded and indexed as a mortgage of both real and personal property in Carbon, Sweetwater and Fremont Counties, State of Wyoming, the lien created by said Mortgage Indenture having been satisfied and discharged by an instrument of Satisfaction, dated August 23, 1978 and recorded in said Carbon, Sweetwater and Fremont Counties; and all substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to property owned by Rawlins Electric Company at the time of its merger with the Company.



IN WITNESS WHEREOF, PACIFIC POWER & LIGHT COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Senior Vice Presidents or Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW has hereunto set his hand and affixed his seal, all as of the day and year first above written.

PACIFIC POWER & LIGHT COMPANY.

Attest:

*P. J. [Signature]*  
Assistant Secretary

By *[Signature]*  
Senior Vice President

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK.

Attest:

*[Signature]*  
Assistant Secretary.

By *[Signature]*  
Trust Officer.

R. E. SPARROW (L.S.)

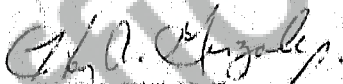


29

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 17th day of April, 1979, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER and P. J. SIMPSON, known to me to be a Senior Vice President and an Assistant Secretary, respectively, of Pacific Power & Light Company, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said corporation.

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



HARRY A. GENZALE, JR.  
Notary Public, State of New York  
No. 6488135 Richmond County  
Certificate filed in New York County  
Term expires March 30, 1980



30

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 17th day of April, 1979, before me, SUE SCALCIONE, a Notary Public in and for the State of New York, personally appeared P. J. CROOKS and FAITH A. GAUSMAN, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

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

*Sue Scalcione*

Sue Scalcione  
Notary Public, State of New York  
No. 31-4649545  
Qualified in New York County  
Commission expires March 30, 1981.

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 17th day of April, 1979, before me, SUE SCALCIONE, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

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

*Sue Scalcione*

Sue Scalcione  
Notary Public, State of New York  
No. 31-4649545  
Qualified in New York County  
Commission expires March 30, 1981.



88438

CLERK OF SUPERIOR COURT  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
Charles A. Bernal  
OF Portland, Ore. 97204  
AT 9:30 A. M. April 30, 1927  
WAS RECORDED IN BOOK 516  
OF 117 AT PAGE 512  
COURSE OF SKAMANIA COUNTY, WASH.  
Sp. T. Bernal  
COUNTY CLERK  
W. J. Bernal

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED