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REAL ESTATE EXCISE TAX

23634

JUN 06 2003

PAID ExemptVicki C. Glandorp

Christopher R. Lanz

B. G. G. G.

Filed for Record at request of: SKAMANIA COUNTY TREASURER
 Christopher R. Lanz, Attorney at Law, P.O. Box 842, Stevenson, WA 98648

DEED OF PERSONAL REPRESENTATIVE

THE GRANTOR SANDRA R. HEIRMAN, in her capacity as Personal Representative of the Estate of VIRGINIA LOUISE BEACH, deceased, in settling said Estate, does hereby convey and warrant to GLORIA P. HOWELL and ERANE. HOWELL, wife and husband, the following described real property situated in Skamania County, State of Washington, to wit:

Beginning at a point on the east line of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, 149 feet north of a brass cap marking the intersection of the north line of the Baughman D.L.C. with the east line of the said Section 2; thence west 180 feet; thence north 420 feet, more or less, to intersection with the center line of the county road known and designated as the Red Bluff Road; thence following the center line of said road in an easterly direction to intersection with the east line of said Section 2; thence south along the east line of the said Section 2 to the point of beginning;

SUBJECT TO easements and rights of way for public roads over and across the above described real property; AND

Beginning at a point on the east line of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, 146 feet north of a brass cap marking the intersection of the north line of the Baughman D.L.C. with the east line of the said Section 2; thence west 180 feet; thence north 3 feet; thence east 180 feet to intersection with the east line of said Section 2; thence south 3 feet along the east line of said Section 2 to the point of beginning;

SUBJECT TO easements and rights of way for public roads over and across the above described real property; AND

Beginning at a point on the east line of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, 146 feet north of a brass cap marking the intersection of the north line of the Baughman D.L.C. with the east line of the said Section 2; thence west 180 feet to the initial point of the tract hereby described; thence west 170.7 feet to a point south of the southeast corner of a tract of land conveyed to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints by deed dated December 10, 1962; thence north following the east line of said tract 359.71 feet, more or less, to the center line of the county road known and designated as the Red Bluff Road; thence in an easterly direction following the center line of said road 185.28 feet, more or less, to a point north of the initial point; thence south 432.08 feet, more or less, to the initial point;

EXCEPT easement and right of way for the Red Bluff Road aforesaid;

AND RESERVING to LILLIE MAE MARKUSON, her heirs, and assigns, an easement and right of way for an access road 20 feet in width over and across the westerly 20 feet of the above described tract.

Tax Lot No: 02-07-02-1-1-0600 00

VIRGINIA LOUISE BEACH died on July 24, 2002, and SANDRA R. HEIRMAN was confirmed as Personal Representative of her Estate on August 30, 2002, and ever since has been as is now the duly appointed, qualified and acting Personal Representative thereof. This Deed is made pursuant to the Order Probating the Will, etc. entered in The Matter of the Estate of VIRGINIA LOUISE BEACH, deceased, under probate cause no. 02-4-00015-0 in the Superior Court of Skamania County, Washington, on August 30, 2002.

DATED this 15 day of April, 2003.

Gary H. Martin, Skamania County Assessor

Date 6/6/2003 Parcel # 02-07-02-1-1-0600-00

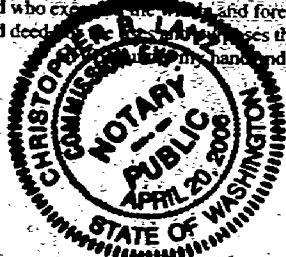
Sandra R. Heirman
 SANDRA R. HEIRMAN, Personal Representative of
 the Estate of VIRGINIA LOUISE BEACH,
 Deceased.

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me SANDRA R. HEIRMAN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed.

My hand and official seal this 15 day of April, 2003.



Christopher R. Lanz
 Notary Public for Washington
 Residing at Stevenson, WA
 My commission expires

DEED OF PERSONAL REPRESENTATIVE

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After recording return to:

Walstead, Mertsching, Husemolen, Donaldson & Barlow P.S.
1000 Twelfth Avenue, Suite 2
PO Box 1549
Longview, WA 98632-7934
Attention: Barry J. Dahl

**DECLARATION OF CONSERVATION COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENT**

THIS DECLARATION OF CONSERVATION COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT is made this 10th day of June, 2003 (the "Effective Date") by PUBLIC UTILITY DISTRICT NO. 1 of COWLITZ COUNTY, WASHINGTON (the "District"), 961 12TH AVENUE, LONGVIEW, WA 98632.

WITNESSETH:

WHEREAS, the District is the sole owner in fee simple of certain real property in Skamania County, Washington, more particularly described in Exhibit A and Exhibit D attached hereto and incorporated by this reference, hereinafter referred to as "Protected Property"; and,

WHEREAS, the District owns and operates the Swift No. 2 hydroelectric generation facility and appurtenances located on the North Fork Lewis River in Cowlitz and Skamania Counties, State of Washington (the "Swift No. 2 Project Lands"). The Swift No. 2 Project Lands are more particularly described on the attached Exhibit B. The District operates Swift No. 2, Project No. 2213, pursuant to a license from the Federal Energy Regulatory Commission ("FERC"); and,

WHEREAS, on June 28, 2002, United States Department of the Interior U. S. Fish and Wildlife Service ("USFWS") and the United States Department of Commerce National Oceanic and Atmospheric Administration National Marine Fisheries Service ("NMFS") filed a Biological Opinion and issued an Incidental Take Statement (the "ITS") setting forth terms and conditions under which the District will operate Swift No. 2 to minimize impacts to fish species protected under the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1536(a) (the "ESA"); and,

WHEREAS, on May 12, 2003, FERC issued an Order amending the District's license for Swift No. 2. The license amendments incorporate conservation measures for the protection of bull trout habitat in compliance with the ESA, and consistent with the ITS. The conservation measures that are specific to the use and management of the Protected Property are provided on the attached Exhibit C and are more particularly described and defined in Section 3 below (the "Conservation Measures"); and,

WHEREAS, the Protected Property possesses ecological, educational, and open space values important to the protection and conservation of bull trout (collectively "Conservation Values") of great importance to the District, the people of Skamania County and the people of the State of Washington; and,

WHEREAS, the District intends, as owner of the Protected Property, to preserve and protect the Conservation Values of the Protected Property and to allow limited public access, both in perpetuity.

NOW, THEREFORE, the District makes the following covenants and agreements as set forth below:

1. **DECLARATION OF CONSERVATION COVENANT.**

1.1 **Conservation Covenant.** The District, its successors and assigns, covenants and agrees that it will not use the Protected Property for any purpose or use inconsistent with the Conservation Measures (the "Conservation Covenant").

1.2 **Burden and Benefit.** The District expressly intends that these covenants and agreements shall run with the Protected Property and shall be binding upon the District, its successors, and assigns. The Conservation Covenant shall be appurtenant to the Swift No. 2 Project Lands and shall run with the land for the benefit of the Swift No. 2 Project Lands.

1.3 **Third-Party Beneficiaries.** USFWS, as administrator of the terms and conditions of the ITS, is a third-party beneficiary of this Declaration. The Conservation Covenant shall inure to the benefit of USFWS. Other than USFWS, there are no third-party beneficiaries to this Declaration.

1.4 **No Public Dedication.** This Declaration may not be construed as a gift or dedication of the Protected Property to the general public, nor as a right of use or access by the general public upon such Protected Property.

2. **ENFORCEMENT OF CONSERVATION COVENANT.** In the event the District breaches the provisions of Section 1, USFWS shall be entitled to exercise any remedies permitted by law or in equity, including the remedies of injunction and specific performance.

3. **CONSERVATION MEASURES.** The Conservation Measures, attached as Exhibit C, are for the conservation and protection of the ecological value of the Protected Property important to the protection and conservation of bull trout. The District shall implement the Conservation Measures, as provided in this Declaration, and may use such implementation to fulfill the requirements of the ITS, its FERC license to operate Swift No. 2, or any habitat management plan associated with Swift No. 2.

4. **PROHIBITED USES.** Any use of, or activity on the Protected Property inconsistent with the purposes of the Conservation Measures is prohibited, and the District acknowledges and agrees that it will not conduct, engage in or authorize any such use or activity.

5. **PERMITTED USES.** District reserves for itself, its successors and assigns, any use of, or activity on the Protected Property which is not inconsistent with the purposes of this Covenant and the Conservation Measures and which is not prohibited herein. Without limiting the generality of the foregoing, the District specifically reserves for itself and its successors and assigns, the following uses and activities:

(a) **Recreation.** To allow recreational activities such as hiking, picnicking, and wildlife watching on the Protected Property, provided that such activities are conducted in a manner and intensity that does not adversely impact plant and wildlife habitat on the property.

(b) **Maintenance.** To maintain existing ditching to protect existing or permitted roads and trails. Motorized vehicles will be allowed for maintenance, monitoring, educational and research activities.

(c) **Fencing.** To construct fences or place boundary markers as necessary to protect the Conservation Values on the Protected Property.

(d) **Signage.** To place educational signs and signs stating the conditions of access to the Protected Property and the purposes and values of the conservation area, provided that such signs are approved by the District and the USFWS and are located to preserve, as much as possible, the undisturbed Conservation Value of the property.

(e) **Emergencies.** To undertake other activities necessary to protect public health or safety on the Protected Property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that such activity shall be conducted so that interference with the Conservation Values of the Protected Property is avoided.

(f) **Noxious Weeds.** The control, removal, and prevention of noxious weeds is expressly authorized and encouraged by the District and the USFWS to preserve and protect the Conservation Values of the Protected Property.

(g) **Tree Removal.** Any tree inadvertently fallen into the Protected Property from logging or other activities conducted pursuant to the habitat management plan associated with the FERC license on adjoining property may be removed provided the tree is limbed and topped and the trunk is removed with grapples or pulled out along the line of the fallen tree.

(h) **Access.** The right to enter upon the Protected Property for all activities consistent with this Covenant, including but not limited to property inspections, scientific study, and maintenance activities deemed necessary to protect the Conservation Values on the Protected Property and to assure compliance with this Covenant.

6. **NOTICE.** Any notice, demand, request, consent, approval, or communication that the District or the USFWS desires or is required to give to the other shall be in writing, either served personally, or sent by certified mail, postage prepaid, addressed as follows:

TO USFWS:

U.S. Fish and Wildlife Service
Western Washington Regional Office
510 Desmond Drive SE Suite 102
Lacey, WA 98503-1273

TO THE DISTRICT:

Public Utility District No. 1 of Cowlitz County, Washington
P.O. Box 3007
961 12th Avenue
Longview, WA 98632

(a) When the USFWS's approval is required, and when USFWS does not grant or withhold its approval within thirty (30) days of receiving written notice from the District, the District may assume the USFWS's approval.

7. **ESTOPPEL CERTIFICATES.** Upon request by the District, the USFWS shall within thirty (30) days execute and deliver to the District any document, including any estoppel certificate, which certifies the District's compliance or lack thereof with any obligation of the District contained in this Covenant and otherwise evidences the status of this Covenant as requested by the District.

8. **ACTS BEYOND THE DISTRICT'S CONTROL.** Nothing contained in this Covenant shall be construed to entitle the USFWS to bring any action against the District for any injury to or change in the property resulting from causes beyond the District's control, including, without limitation, fire, flood, storm, and earth movement, criminal acts by third parties including damages by trespassers, or from any prudent action taken by the District under emergency conditions to prevent, abate, or mitigate significant injury to the property resulting from such causes.

9. **TERM.** The term of this Declaration shall commence on the Effective Date and continue in perpetuity. Any attempt by the District to terminate this Declaration during the term, without prior written consent from USFWS, shall constitute a breach of the Conservation Covenant.

10. **EFFECT OF THIS DECLARATION.** The Conservation Covenant shall run with the Protected Property, and each and every portion of it, and shall bind, burden and benefit the Protected Property and the Benefited Land, and all parties having or acquiring any right, title, or interest in said Protected Property or the Benefited Land. The rights and obligations in this Declaration shall bind, burden, and benefit the District, USFWS, and the successors and permitted assigns of each of them.

11. **ASSIGNMENT.** USFWS may not assign the third-party beneficiary rights established in Section 1.3, except to another federal governmental agency.

12. **NONWAIVER.** No breach of the terms of this Declaration by the District nor any failure to enforce such terms by USFWS will terminate this Declaration or be construed

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as a waiver of any such terms or a relinquishment of any right of enforcement for the same or future breaches.

13. **SEVERABILITY.** If any provision of this Declaration is or becomes illegal or unenforceable for any reason, the remaining provisions will remain in full force and effect.

14. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Covenant would be appropriate, the District and the USFWS are free to jointly amend this Covenant; provided that no amendment shall be allowed that shall 1) affect the qualification of this Covenant under the May 12, 2003 FERC Order Amending the License, 2) affect the June 28, 2002 Biological Opinion and Incidental Take Statement and 3) affect its perpetual duration. Any such amendment shall be filed in the real estate records of Skamania County and, effective with such filing, shall be binding on the District with the same force and effect as if included in this Declaration on the Effective Date.

IN WITNESS WHEREOF, PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON has caused this instrument to be executed this 10th day of June, 2003.

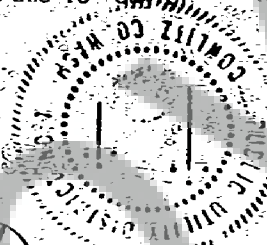
PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON


Edward M. Piper, President


Merritt H. Ketchum, Secretary

Approved as to form:



Barry J. Dahl,
District Counsel



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STATE OF WASHINGTON }
County of Cowlitz } ss.

On this day personally appeared before me EDWARD M. PIPER and MERRITT H. KETCHUM, to me known to be the PRESIDENT and SECRETARY, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.


Notary Public (Signature)

Jeffra J. Naze
Notary Public (Type or print)

Dated: June 10, 2003

My appointment expires:

January 16, 2005



EXHIBIT A

All that portion of that certain tract of land conveyed to PUD No. 1 of Cowlitz County under Auditor's File No. 140147, in Book 205, at Pages 934 through 938, records of Skamania County, that lies Southerly and Southwesterly of the Southerly and Southwesterly right-of-way line of USFS Road #90 as delineated on that certain Survey recorded under Auditor's File No. 139918, in Book 3 of Surveys, at Page 376, records of Skamania County, and Westerly of the following described line:

Commencing at the Southeast corner of Section 21, Township 7 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington; thence North 88°50'35" West 429.80 feet along the South boundary of said Section 21 to the TRUE POINT OF BEGINNING of this line description; thence North 25°17' East 72.25 feet; thence North 39°09' East 78.54 feet; thence North 15°00' East 132.56 feet; thence North 08°00' West 69.58 feet; thence North 26°34' West 147.79 feet; thence North 25°27' West 187.91 feet; thence North 35°16' West 144.15 feet; thence North 48°15' West 139.53 feet; thence North 57°56' West 253.05 feet; thence North 51°26' West 92.99 feet; thence North 61°00' West 105.96 feet; thence North 76°00' West 93.87 feet; thence North 61°00' West 115.82 feet; thence North 84°00' West 50.55 feet to the East boundary of the Southwest Quarter of the Southeast Quarter of said Section 21; thence North 01°20'05" East 178.52 feet to the Northeast corner of said subdivision; thence North 88°53'04" West 88.38 feet along the North boundary of said subdivision; thence North 16°00' West 276.14 feet; thence North 19°00' West 259.24 feet; thence North 08°04' West 279.68 feet; thence North 21°00' West 195.21 feet; thence North 10°00' West 184.85 feet; thence North 25°00' West 150.67 feet; thence North 32°32' West 144.77 feet; thence North 10°00' West 81.52 feet; thence North 55°00' East 96.90 feet; thence North 48°00' East 45.54 feet; thence North 25°00' East 53.14 feet; thence North 12°00' East 133.20 feet; thence North 12°00' West 57.69 feet; thence North 36°00' East 42.16 feet; thence North 56°00' East 87.46 feet; thence North 28°00' East 44.52 feet; thence North 05°00' West 39.50 feet; thence North 33°14' West 50.19 feet; thence North 39°14' West 62.44 feet; thence North 03°00' East 87.24 feet; thence North 32°00' West 65.15 feet; thence North 08°00' East 35.62 feet; thence North 50°00' East 58.54 feet; thence 33°00' East 43.82 feet; thence North 07°00' East 329.06 feet; thence North 25°00' East 75.90 feet; thence North 56°00' East 69.87 feet; thence North 64°07' East 164.22 feet; thence North 50°00' East 109.58 feet; thence North 06°00' West 89.90 feet; thence North 23°00' West 69.82 feet; thence North 34°00' West 53.20 feet; thence North 18°00' East 59.76 feet; thence North 03°00' East 120.33 feet to the Southerly boundary of USFS Road #90 and the terminus of this line description.

EXHIBIT B

Tract I -

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

The North half of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$); and that part of Government Lot 7 described as: Beginning at the Northeast corner of said Lot 7; thence South 0° 16' 45" West 151.27 feet; thence North 38° 08' 45" West 191.34 feet to the North line of said Lot 7; thence North 89° 37' 25" East 118.93 feet along said North line to the point of beginning.

Tract II -

All those parts of the following described property in Section 30, Township 7 North, Range 5 East, W.M., Skamania County, Washington, to-wit: N $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; Government Lots 3, 6, 7, and 8, except that part of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and that part of said Lot 8 conveyed to the United States by deed recorded May 1, 1941 in Book 28 at Page 307, Deed Records of Skamania County, Washington and except that part of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and that part of said Lot 7 conveyed to Skamania County by deed recorded November 6, 1914, in Book P of Deeds at Page 133, Deed Records of Skamania County, Washington, which lie southerly of a line beginning at the West quarter corner of said Section; thence North 89° 37' 20" East 4768.88 feet; thence South 38° 30' 41" East 42.68 feet; thence North 56° 20' 11" East 114.76 feet; thence North 61° 11' 03" East 165.76 feet; thence North 73° 45' 40" East 42.92 feet to a point on the east line of said Section which point bears North 0° 03' 05" West a distance of 120.05 feet from the East quarter corner of said Section; AND which lie northerly of a line beginning at a point on the East line of said Section which bears South 0° 03' 05" East a distance of 295.00 feet from the east quarter corner of said Section; thence South 50° 29' 00" West 408.20 feet; thence South 58° 06' 50" West 427.97 feet; thence South 38° 48' 05" West 404.97 feet; thence South 28° 53' 30" West 466.62 feet; thence South 43° 02' 10" West 226.69 feet; thence South 85° 26' 25" West 920.18 feet; thence South 74° 40' 21" West 166.29 feet; thence South 71° 32' 05" West 703.43 feet; thence North 18° 27' 55" West 42.00 feet; thence South 71° 32' 05" West 738.82 feet; thence South 76° 23' 35" West 160.85 feet; thence 81° 16' 45" West 671.77 feet; thence North 38° 03' 15" West 804.20 feet to a point on the West line of said Section 30, which point bears South 0° 22' 15" West a distance of 1473.96 feet from the West quarter corner of said Section.

Tract III -

All those parts of Government Lots 1, 2, 3, 4 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 29, Township 7 North, Range 5 East, W.M., Skamania County, Washington, which lie southerly of a line beginning at a point on the west line of said Section 29 which is North 0° 03' 05" West 120.05 feet from the West quarter corner of said Section; thence South 87° 50' 15" East, 115.80 feet; thence South 66° 45' 15" East 534.51 feet; thence South 72° 09' 02" East 1118.68 feet; thence South 73° 16' 35" East 1281.63 feet; thence North 88° 06' 15" East 284.20 feet; thence North 70° 09' 35" East 1873.45 feet; thence North 85° 33' 40" East 348.52 feet to

the East line of said Section 29, said point being South 0° 33' 05" West, 142.38 feet from the East quarter corner of said Section; AND which lie northerly of a line beginning at a point where the line of ordinary high water on the North bank of the Lewis River intersects the East line of said Section 29; thence westerly following said line of ordinary high water, the meander line of which begins at a point on said East line South 0° 33' 05" West 569.69 feet from said East quarter corner; thence South 65° 07' 50" West 197.86 feet; thence South 86° 01' 50" West 587.57 feet; thence South 67° 07' 25" West 672.84 feet; thence leaving said line of ordinary high water, South 69° 06' 55" West, 528.00 feet; thence South 89° 50' 35" West, 465.82 feet; thence North 70° 59' 35" West, 967.71 feet; thence North 76° 30' 05" West, 607.90 feet; thence South 29° 17' 40" West to the line of ordinary high water on the North bank of the Lewis River, the distance to the meander line on the bearing of South 29° 17' 40" West being 420.00 feet; thence following the line of ordinary high water, the meander line of which is North 48° 06' 00" West, 265.00 feet; thence leaving the line of ordinary high water North 29° 17' 40" East, 283.83 feet; thence North 62° 36' 45" West, 315.32 feet; thence North 78° 30' 45" West, 912.05 feet to the West line of said Section 29.

Tract IV -

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

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

Tract V -

Government Lots One (1) and Two (2) of Section Twenty-five (25), Township 7 North, Range 4 East of W.M., Cowlitz County, Washington, EXCEPTING therefrom the following two described tracts:

1. That portion of said Lots 1 and 2 heretofore conveyed by Weyerhaeuser Timber Company to Pacific Power & Light Company by a deed dated August 2, 1952 and recorded January 22, 1953 in Book 533 of Deeds, at page 340, Records of said Cowlitz County.

2. That portion of said Lot 1 described as follows:

Beginning at a point on the East line of said Lot 1, which is 1312.72 feet distant South 0° 07' 05" West of the Northeast corner of said Lot; thence South 0° 07' 05" West along said East line for a distance of 556.29 feet to a point on the Northerly line of said parts of said Lots 1, 2, and 6 conveyed by Weyerhaeuser Timber Company to Pacific Power & Light Company by a deed dated August 2, 1952, said point being described in said deed as being

North $0^{\circ} 07' 05''$ East a distance of 756.42 feet from the South quarter corner of said Section 25; thence North $52^{\circ} 20' 00''$ West along said Northerly line for a distance of 885.75 feet to a point; thence South $84^{\circ} 19' 35''$ East, leaving said Northerly line, for a distance of 285.81 feet to a point; thence North $70^{\circ} 38' 20''$ East for a distance of 125.00 feet to a point; thence North $89^{\circ} 37' 25''$ East for a distance of 300.00 feet to the point of beginning.

Tract VI -

Those portions of Section 21, Township 7 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows: The Northeast quarter of the Northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$); The Northwest quarter of the Northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$); The Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$); The Northeast quarter of the Southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$).

Also, those portions of the Southwest quarter of the Northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), the Southeast quarter of the Northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), the Northwest quarter of the Southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$) and the Southeast quarter of the Southeast quarter ($SE\frac{1}{4}SE\frac{1}{4}$) in Section 21, Township 7 North, Range 5 East of the Willamette Meridian lying Easterly of that certain tract of land described in Warranty Deed to Pacific Power & Light Company, dated October 24, 1960, recorded March 2, 1961 in Book 48, page 352, Auditor's File No. 58170.

Tract VII -

All that portion of the Northwest quarter of the Northwest quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section 27, Township 7 North, Range 5 East of the Willamette Meridian, Cowlitz County, Washington, lying Northwesterly of that certain tract of land described in Warranty Deed to Pacific Power & Light Company, dated October 24, 1960, recorded March 2, 1961 in Book 48, page 352, Auditor's File No. 58170.

EXHIBIT C

1. CONSERVATION MEASURES

1.1 Conservation. The District shall manage the Protected Property to conserve and protect bull trout and bull trout aquatic habitat. The District shall maintain the Protected Property in accordance with the FERC license and the Incidental Take Statement. Such maintenance may include, but is not limited to, planting of vegetation, removal of non-native or invasive plant species, other vegetation management, and installation of boundary markers or fences as needed to conserve and protect bull trout and bull trout habitat. The Protected Property may not be used for land development or industrial, commercial or residential purposes, or any other purpose inconsistent with the FERC license and the Incidental Take Statement.

1.2 Annual Inspection. Periodically, but not less than annually, the District will inspect accessible portions of the Protected Property for signs of human activities inconsistent with the Conservation Measures described herein.

EXHIBIT D

