



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT GROUP

January 15, 2015

In reply refer to: FOIA BPA 2015-00030-F

Stephanie E. Zurenko, LEG, CESCL
Nonpoint Compliance, Water Quality Program
Washington State Department of Ecology, SW Regional Office
P.O. Box 47775
Lacey, WA 98504

Ms. Zurenko:

This communication is a final response to your request for Bonneville Power Administration (BPA) records under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Your request was received in our office on October 3, 2014, with an acknowledgement letter sent to you on October 8, 2014.

You requested:

"...BPA's current easement or right-of-way agreement(s) with those entities or entity considered to be landowner(s) beneath the transmission lines located in Section 8, T16N, R06W, WM, Grays Harbor County, WA. This area lies adjacent to the site now known as the Satsop Business Park. We are requesting that any supporting documents specific to those agreements be included in our request. This may include maps or legal descriptions on title or county parcel descriptions or any other document that describes or defines the boundaries of the grounds surface to which the agreements appl[y]."

Response:

We conducted a search of BPA Real Property Services' records. We located 152 pages of material responsive to your request. We are releasing those records in full. Those records accompany this communication. Please be aware that the record images we have released to you are taken from aged documents and are the best quality available from BPA's Real Property Services record files.

There are no fees associated with this request.

Appeal:

You may seek administrative appeal pursuant to Department of Energy FOIA regulations at 10 C.F.R. § 1004.8 if you believe the records search was not adequate. If you choose to appeal, you must do so in writing within 30 days, and include the following information:

- (1) The nature of your appeal - denial of records, partial denial of records, adequacy of search, or denial of fee waiver; and
- (2) Any legal authorities relied upon to support the appeal; and
- (3) A copy of this determination letter.

Clearly mark both your letter and envelope with the words "FOIA Appeal," and direct it to the following address:

Director, Office of Hearings and Appeals
Department of Energy
1000 Independence Avenue SW
Washington DC 20585-1615

We appreciate the opportunity to assist you. If you have any questions about this letter, please contact James King, FOIA Case Officer, CorSource Technology Group, Inc., assigned to BPA, at 503-230-7621.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

Enclosure:
Responsive documents

Tract Nos. OA-40;
OA-AR-25-1, P. 5;
OA-AR-26-1, P. 2,3,5.

TRANSMISSION LINE EASEMENT
AND ACCESS ROAD EASEMENT

The Grantors, W. A. FULLER AND ESTHER E. FULLER, husband and wife at the time of acquiring title and ever since, for and in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS (\$4,744.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Grays Harbor, in the State of Washington, to-wit:

101

That portion of that part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington, lying southerly of the existing 100-foot right of way for the U. S. Borneville Power Administration's Olympia-Cosmopolis transmission line, which lies northerly of a line 50 feet distant southerly from and parallel to the survey line of the Olympia-Aberdeen transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:



Beginning at survey station 1014+50.4, a point on the east line of Section 9, Township 17 North, Range 6 West, W.M., said point being S. 1 $^{\circ}$ 14' W. a distance of 911.5 feet from the quarter section corner on the east line of said Section 9; thence S. 84 $^{\circ}$ 19' W. a distance of 5178.7 feet to survey station 1066+29.1; thence S. 79 $^{\circ}$ 19' W. a distance of 573.2 feet to survey station 1072+02.3; thence S. 87 $^{\circ}$ 11' W. a distance of 1001.5 feet to survey station 1082+03.8 E.k. = 1082+00.0 Ah; thence S. 84 $^{\circ}$ 19' W. a distance of 3475.2 feet to survey station 1116+75.2, a point on the west line of Section 8, Township 17 North, Range 6 West, W.M., said point being N. 3 $^{\circ}$ 05' E. a distance of 362.0 feet from the southwest corner of said Section 8.



together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided, however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees, or snags (collectively called "danger trees") located on Grantors' land adjacent to said parcel of land and within a strip of land 120 feet in width on the south side of and beyond the outside limits of the right of way between survey stations 1065+54 and 1078+50; a strip of land 30 feet in width on the south side of and beyond the outside limits of the right of way between survey stations 1078+50 and 1086+50; a strip of land 60 feet in width on the south side of and

beyond the outside limits of the right of way between survey stations 1086+50 and 1103+55; and one 68-inch spruce tree 140 feet south of and beyond the outside limits of the right of way at survey station 1076+50, which could fall upon or against said transmission and signal line facilities.

Also, in addition to the above-described easement and right of way, the Grantors herein grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA a permanent easement and right of way over, upon, and across those portions of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington, excepting the right of way for the Olympia-Aberdeen and Olympia-Cosmopolis transmission lines, as now surveyed and staked on the ground and as shown colored in red on drawings numbered 94226 and 94260A, attached hereto and, by reference, made a part of the description of this access road easement and right of way, for the purpose of rebuilding, improving, maintaining, and using existing access roads approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points, to be used in connection with the aforementioned transmission line easement and right of way, together with such other rights and the right to construct such other appurtenant structures as are necessary to accomplish the purposes for which this access road easement and right of way is granted.

The Grantors will be permitted the right of ingress and egress over and across said roads, and the right to pass and repass along and on said roads insofar as the same extend across the lands of the Grantors, said right to be exercised in a manner that will not interfere with the use of the roads by the UNITED STATES OF AMERICA, its agents and assigns.

MILES H. FULLER AND GLADYS T. FULLER, husband and wife, as owners of a timber harvesting agreement with above Grantors join in this instrument for the sole purpose of evidencing their assent to the granting of this easement to the UNITED STATES OF AMERICA and are not joining in the warranties herein contained.

This easement shall include the right to install guys and anchors beyond the outside limits of the right of way at angle points.

TO HAVE AND TO HOLD said easements and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantors covenant to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcels of land and also all growing trees, dead trees, or snags (collectively called "danger trees") cut and removed from Grantors' land adjacent to said parcels of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easements and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantors will forever warrant and defend the title to said easements and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

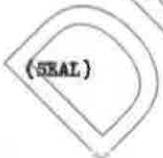
Dated this _____ day of _____, 19__.

W.A. Fuller
W.A. Fuller
Esther E. Fuller
Esther E. Fuller
Miles H. Fuller
Miles H. Fuller
Glady's T. Fuller
Glady's T. Fuller

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss:

On the 8th day of May, 1957, personally came before me, a notary public in and for said County and State, the within-named W. A. FULLER AND ESTHER E. FULLER, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



William C. Rice
Notary Public in and for the State of California
Residing at Santa Maria, California

My commission expires: March 15, 1959.

STATE OF Washington)
COUNTY OF Grey's Harbor) ss:

On the 20th day of May, 1957, personally came before me, a notary public in and for said County and State, the within-named MILES H. FULLER AND GLADYS T. FULLER, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

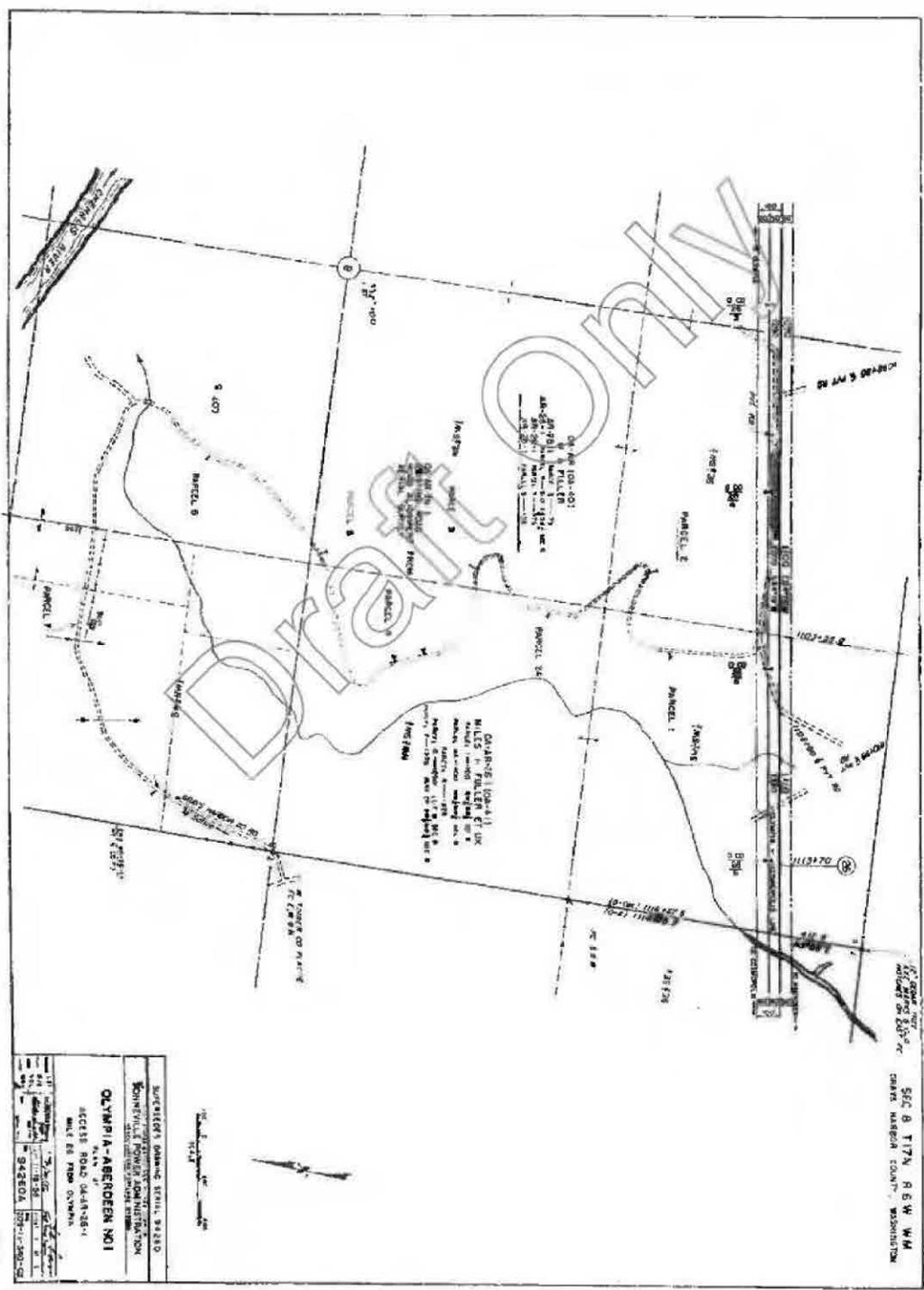
GIVEN under my hand and official seal the day and year last above written.



Russell M. Lindell
Notary Public in and for the State of Washington
Residing at Mount Vernon

My commission expires: March 22, 1959

Filed in the County of _____, Washington, on this _____ day of _____, 1957, at the request of _____
3 _____ Deputy



SUPERVISOR GEORGE STEIN, 94280
 BONNIVILLE POWER ADMINISTRATION
 2000 WEST 1000 SOUTH
 SALT LAKE CITY, UTAH 84119
 94280A

OLYMPIA-ABERDEEN NO.1
 5411 N
 4300 E
 SALT LAKE CITY, UTAH 84119

SEC 8 T17N R 6W W4
 GARFIELD COUNTY, WASHINGTON

Rec. No. 480084

Tract No. C-286-10

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, W. A. FULLER and ESTHER E. FULLER, husband and wife at the time of acquiring title and ever since, of Santa Maria, California

for and in consideration of the sum of SEVEN HUNDRED TWENTY-----
 ----- Dollars (\$720.00):

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Grays Harbor , in the State of Washington , to wit:

That portion of the $S\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}SW\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel to the survey line of the Olympia-Cosmopolis transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 1011 + 44.3 a point on the east line of Section 9, Township 17 North, Range 6 West, Willamette Meridian, said point being S. $1^{\circ} 14'$ W. a distance of 861.1 feet from the quarter section corner on the east line of said Section 9; thence S. $84^{\circ} 15'$ W. a distance of 10223.2 feet to survey station 1116 + 67.5 a point on the west line of Section 8, Township 17 North, Range 6 West, Willamette Meridian, said point being N. $3^{\circ} 05'$ E. a distance of 412.6 feet from the southwest corner of said Section 8.



11-11-44

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 1st day of November, 1947

W. A. Fuller

W. A. Fuller

Esther E. Fuller

Esther E. Fuller

68A-177
Rev. 8-1-45

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF *California*
COUNTY OF *Santa Barbara* ss:

On the *1st* day of *November*, 19*47*, personally came before me, a notary public in and for said County and State, the within-named *W. A. FULLER and ESTHER E. FULLER*, husband and wife to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



John H. Lewis
Notary Public in and for the
State of California
Residing at

My commission expires: *April 14, 1948*

Draft Only

STATE OF)
COUNTY OF) ss:

I CERTIFY that the within instrument was received for the record on the _____ day of _____, 19____, at _____ M., and recorded in book _____ on page _____, records of _____ of said County.

Witness my hand and seal of County affixed.

By _____ Deputy

Upon recordation, please return to:

TITLE UNIT, LAND SECTION
BONNEVILLE POWER ADMINISTRATION
P.O. BOX NO. 3537
PORTLAND 8, OREGON

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, W. A. FULLER and ESTHER E. FULLER,
husband and wife now and at the time of acquiring title,

for and in consideration of the sum of EIGHT THOUSAND FIFTY-FIVE -----
----- Dollars (\$8,055.00),

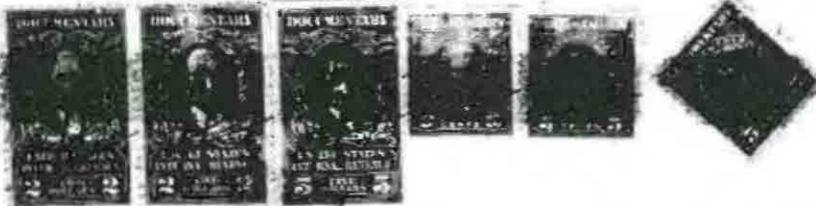
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains,
sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter
and erect, maintain, repair, rebuild, operate and patrol ONE OR MORE line(s) of electric power transmission struc-
tures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables
and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the
County of Grays Harbor in the State of Washington, to-wit:

A strip of land variable in width, over and across the S $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$,
N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 17
North, Range 6 West of the Willamette Meridian, in Grays Harbor County,
Washington. The northerly boundary of said strip is the southerly
boundary of the existing variable width right of way of the United States
of America for its Bonneville Power Administration's Olympia-Aberdeen No.
1 and Olympia-Cosopolis transmission lines, the survey lines of said
rights of way being described in that certain easement deed dated November
1, 1947, recorded in Book 286, page 339, file No. 480084, and in that
certain easement deed dated May 8, 1957, recorded in Book 375, page 53,
file No. 20669, deed records of said county. The southerly boundary of
said strip lies 62.5 feet distant southerly from, and parallel with, the
survey line for the Olympia to Aberdeen No. 2 transmission line as now
located and staked on the ground over, across, upon, or adjacent to the
above described property. Said survey line is particularly described as:

Beginning at a point in the east line of Section 9, said Township
and Range, S. 1° 14' W. 1037.4 feet from the quarter section corner in
said east line, which point is designated as survey station 1014 + 65.5;
thence S. 84° 19' W. 3834.6 feet to survey station 1053 + 00.1; thence
S. 82° 44' 30" W. 1816.2 feet to survey station 1071 + 16.3; thence S.
86° 23' 10" W. 1382.3 feet to survey station 1084 + 98.6 Back = 1084 + 97.0
Ahead; thence S. 84° 19' W. 3197.5 feet to a point in the west line of
Section 8, said Township and Range, N. 3° 05' E. 235.5 feet from the
southwest corner of said Section, which point is designated as survey
station 1116 + 94.5; together with all necessary and convenient access
over, along and across existing roads on premises owned by the Grantor
within existing Bonneville Power Administration easements;

O-COS-42

0-A-26-A-40



W.A. Fuller
E. Fuller
No. 119945

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 40 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land ~~located within the right of way and adjacent to the centerline or centerlines of the electric transmission facilities herein-before described~~ as follows:

Width in Feet	Side of Right of Way	From	To
125	Southerly	Grantor's East property line	Opposite survey station 1079 + 00
80	Southerly	Opposite survey station 1079 + 00	Grantor's West property line

~~HEREIN~~ and contiguous to said right of way that (a) are danger trees on October 1, 1963, (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on October 1, 1963, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 20 day of NOVEMBER, 1963

W. A. Fuller
W. A. Fuller

Esther E. Fuller
Esther E. Fuller

400

TRANSMISSION LINE EASEMENT

W. A. FULLER, et ux

to

UNITED STATES OF AMERICA

Draft Only

Return to
Sensville Power Administration
Branch of Line
P. O. Box No. 3821
Portland 8, Oregon

7661

**AFTER RECORDING, RETURN TO
Bonneville Power Administration
TRT-TPP-4
P.O. BOX 61409
VANCOUVER, WA 98666-1409**

Legal description: Portions of the SE¼ of Section 8 and the S½ of Section 9, Township 17 North, Range 6 West, W. M., Grays Harbor County, Washington. (Affects Assessor's Parcels 170608410010 and 170609400000.)

Tract No: **AEA-25-A-1**

**U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
CORRECTION TO DEEDS
Transmission Line Easement and Release of Timber Reservation**

THIS AGREEMENT, made this _____ day of _____, 20____, between

WEYERHAEUSER COMPANY, a Washington Corporation

the Grantor, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission System Act of October 18, 1974, (P.L. 93-454), 88 Stat. 1376, 16 U.S.C. 838 (Supp IV); the Department of Energy Organization Act of August 4, 1977, (P.L. 95-91); and the Pacific Northwest Electric Power Planning and Conservation Act of December 5, 1980, (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

WHEREAS, Weyerhaeuser Company granted a Transmission Line Easement (Tract No. AEA-25-A-1, Auditor's File #820205051, recorded 2/5/82), and a Release of Timber Reservation (Tract No. AEA-25-A-1, Auditor's File #820402041, recorded 4/2/82) to the United States of America;

WHEREAS, Grantee has now determined that the reference to Volume 173, page 51 in the legal description of Tract No. AEA-25-A-1 is incorrect;

THEREFORE, the reference to "Volume 173, page 51" in the legal description of Tract No. AEA-25-A-1 is replaced by "Volume 171, page 839". All other portions of the legal description in both documents and the terms and conditions of the documents themselves shall remain the same.



WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Misc 2717

Return Address
AFTER RECORDING RETURN TO
Bonneville Power Administration
TRT-TPP-4
P.O. BOX 61409
VANCOUVER, WA 98666-1409

REAL ESTATE EXCISE TAX
EXEMPTION TRANSACTION
ROM... RABBING, TREASURER
... County, Montesano, WA
By Chafford Date 10-8-02

Pacific
Title Company has
placed this document of
record as a customer
courtesy and accepts
No Liability for the
accuracy or validity
of the document.

Please print or type information

Document Title(s) (or transactions contained therein):

1. CORRECTION TO DEEDS
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page ___ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. WEYERHAEUSER COMPANY
- 2.
- 3.
- 4.
5. → Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials)

1. UNITED STATES OF AMERICA
- 2.
- 3.
- 4.
5. → Additional names on page ___ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)
Portions of the SE¼ of Section 8 and the S½ of Section 9, Township 17 North, Range 6 West, W.M.,
Grays Harbor County, Washington.

→ Additional legal is on page one of document.

Assessor's Property Tax Parcel/Account Number
170608410010 and 170609400000.

→ Additional legal is on page ___ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This is to correct a line described in Volume 171 of General, Page 839, instead of Volume 173, page 51 as recorded.

EC
11-5-12

The United States shall pay all costs incidental to the preparation and recordation of this instrument.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

Accepted for the
UNITED STATES OF AMERICA 8/30/02 WEYERHAEUSER COMPANY 8-10-02
Date Date

By [Signature] By [Signature]

Title: Mgr. Real Property Svcs Title: EXEC. Vice President

Tract No: AEA-25-A-1

RNF:mf:8/2/02

Draft Only

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County of King) ss.

On this 13th day of August, 2002, before me personally appeared Richard E. Hanson,

known to me, or proved to me on the basis of satisfactory evidence, to be the Exec. Vice President of the corporation that executed the within instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation; acknowledged to me that such corporation executed the same; 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 he is authorized to execute said instrument and that seal, if any, affixed is the corporate seal of said corporation.



Lisa M. Eurom
Notary Public in and for the
State of Washington
Residing at Puyallup
My commission expires 3/28/05

BPA OCTOBER 2001



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

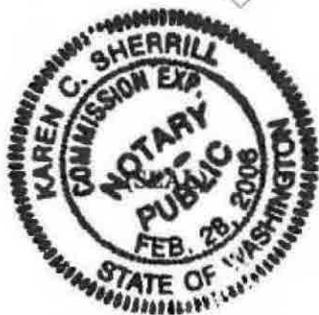
OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington
County Clark } ss

On this 30th day of August, 2002, before me personally
appeared John R. Couger, known to me or
proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the Witness for said

acknowledged to me that he he executed the same freely and voluntarily in such capacity; and on
oath stated that he he was authorized to execute said instrument in such official or representative
capacity.



Karen Sherrill
Notary Public in and for the
State of Washington
Residing at Vancouver, WA
My commission expires 2/26/06

BPA OCTOBER 2001

U.S. Dept. of the Interior
Bonneville Power Admin.
Portland, OR 97208
ATTN: Donald C. Miller, Chief
Title Payment Unit
Division of Land Resources

320205051

A-92640

TRANSMISSION LINE EASEMENT

fw

The Grantor, WEYERHAEUSER COMPANY, a Washington corporation, recognizing that public necessity requires that the herein-described rights be made available forthwith to Grantee, notwithstanding Grantor's wish to retain same, and desiring to avoid the delays and inconvenience incident to the acquisition of such rights by eminent domain, for and in consideration of the sum of Eighty Two Hundred Dollars (\$8,200.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the County of Grays Harbor, in the State of Washington, to wit:

AEA-25-A-1

A strip of land, variable in width over and across the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 9, and that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, lying easterly of a line as described in Volume 173, page 51, of Grays Harbor County deed records, all in Township 17 North, Range 6 West, Grays Harbor County, Washington. The north boundary of said strip is coincident with the south boundary of the existing Bonneville Power Administration Olympia-Aberdeen No. 2 transmission line. The south boundary of said strip lies 57.5 feet southerly of and parallel with the survey line as monumented on the ground for the BPA Olympia-Satsop No. 5 transmission line described with reference to the Washington Coordinate System - South Zone, as follows:

Beginning at survey station 1014+77.8 on the east line of Section 9, bearing N.1°14'E., 1385.3 feet from the southeast corner of Section 9, evidenced by a 1 $\frac{1}{2}$ -inch iron pipe; thence S.84°19'W., 3818.4 feet to equation station 1052+96.2 Bk = 1053+01.6 Ah, evidenced by a BPA monument; thence S.81°58'14"W., 3991.0 feet to equation station 1092+92.6 Bk = 1092+88.0 Ah, evidenced by a BPA monument; thence S.83°30'14"W., 0.3 feet to station 1092+88.3 on the east boundary of the BPA Satsop Substation Site, being BPA Tract SATS-SS-1, bearing N.5°41'W., 53.8 feet from corner 11 of said site.

The above-described strip contains 16.4 acres, more or less.

together with the present and future right to clear said right-of-way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees"), located on land owned by the Grantor adjacent to the above-described right-of-way, which would fall within 50 feet of any conductor of the electric transmission facilities hereinabove described; provided, however, it is agreed that Grantor reserves title to all merchantable timber on said right-of-way and adjacent danger tree areas shown on the attached Exhibit A and by this reference made a part hereof.

REAL ESTATE EXCISE TAX
Exempt Paid 5-82
RONALD A. STRABING, TREASURER
Grays Harbor County, Montesano, Wash.
Ronald A. Strabing Deputy

The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

It is understood and agreed that the rights acquired by the United States of America herein shall include all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

Reserving, however, to the Grantor, for itself, its successors and assigns, the right to use the land within said right-of-way for all purposes not inconsistent with the United States of America's use of the same, and particularly the right to cross the same with railroads, truck roads and all other ways and means customary in transporting forest products; also the right to freely pass over and across said right-of-way by all means and for any purpose incident to the ownership of adjacent lands; also the right to use the surface of said land within said right-of-way for ordinary agricultural operations; provided, however, that in the exercise of such reserved rights no buildings or other structures shall be constructed on said land within said right-of-way, nor shall said right-of-way or portion thereof be used for parking lots for motor vehicles.

If the Grantor, or its successors or assigns, shall hereafter construct any railroad or railroads, truck road or truck roads, across any portion of said right-of-way at a point or points where the power or transmission line clearance above ground is sufficient to permit the construction and operation of such railroad or railroads, truck road or truck roads, the United States of America will not thereafter lower such power or transmission line without the written consent of the Grantor, its successors or assigns.

The Grantee shall include in any agreement for the clearing of the right-of-way, logging, or transmission line construction a requirement that the contractor shall comply with the following:

1. Weyerhaeuser Company has made no representation as to the present or or future condition of its property or the character of the traffic on any of its roads and contractor assumes all risks of damage to property of or injury to contractor in connection with the exercise of rights hereunder.

2. Contractor shall pay for all damage to Weyerhaeuser Company's property resulting directly or indirectly from the negligent acts or omissions of contractor hereunder, and shall reimburse Weyerhaeuser Company for all costs reasonably incurred for fighting fires resulting directly or indirectly from the contractor's negligent acts or omissions hereunder.
3. Contractor shall obtain and maintain during the term hereof liability insurance covering all motor vehicles and all other operations hereunder with limits of not less than \$250,000/500,000 personal injury and \$300,000 property damage, provided that the contractor shall not be obligated to furnish coverage requiring the payment of additional premiums for contractual liability coverage.
4. Contractor, in connection with the exercise of any rights hereunder during any hazardous fire weather and in any event during the period April 1 to October 15 of each year, shall furnish and maintain at the site of the Grantee's operation instruments suitable for measuring the relative humidity of the air within 2 percent accuracy and suspend said operation and use of said roads for all purposes, except fire prevention, suppression and control, whenever the relative humidity is 30 percent or lower. In addition, contractor will suspend operations on said roads and rights-of-way when in the judgment of any authorized representative of Weyerhaeuser such suspension is considered necessary, to guard against fire on account of but not limited to, the existence in the vicinity of such roads and rights-of-way of an excessive amount of inflammable debris, low humidity, low fuel moisture content, high wind, or a combination of any such conditions; and shall not resume said operation and use until authorized to do so by said authorized representative of Weyerhaeuser.
5. Contractor, upon discovery of fire in the vicinity of said roads or the Grantee's operation, will immediately notify Weyerhaeuser and the State Fire Warden thereof.

(1) It is agreed that any damage to Grantor's agricultural crops, fences or irrigation or drainage systems on the right-of-way resulting from and in the course of construction, reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or paid for by the United States of America or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the Grantee and agreed to by Grantor.

(2) Grantor agrees to cooperate with the United States of America in its program to maintain the right-of-way in a clean and aesthetically acceptable condition.

The easement and rights herein granted are subject to all easements and reservations of public record, including but not limited to an Exclusive Area Easement Deed dated August 25, 1975 by and between Washington Public Power Supply System and Weyerhaeuser Company filed for record in Grays Harbor County on January 15, 1976 in Volume 173 on pages 51 through 62.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the United States of America and its assigns that the title to all brush or structures existing upon said tract on the date hereof shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement, except payment for any additional danger trees which may be cut under the terms of this easement.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances except as above set forth; and that the Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, WEYERHAEUSER COMPANY has caused this instrument to be duly executed as of this 30th day of April, 1981.



WEYERHAEUSER COMPANY

By *Don Williams*
Land & Timber Resources Manager, Acting

Attest

Robert M. Rogers
Assistant Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 30th day of April, 1981, before me personally appeared
D. W. Wilbur and Robert N. Mogensen to me known
to be the Land & Timber Resources Manager, Acting and Assistant Secretary,
respectively, of WEYERHAEUSER COMPANY, the corporation that executed the fore-
going instrument, 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 and
that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

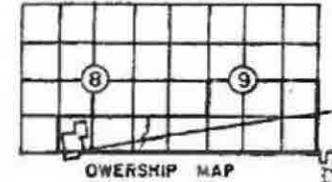


Donald R. Spady
Notary Public in and for the State of
Washington, residing at Federal Way

Draft

SEC 8 & 9 T17N R6W WN
GRAYS HARBOR CO, WASHINGTON

FILED 1982 FEB 5 11 29
U.S. Dept of Interior



SATS-SS-1
COR NO II
1092+88.3
S 83° 30' 14" W
0.3 1092+92.6BK
1092+88.0Ah
N 5° 41' W
53.8

PHYLLIS E. FIERCEY
GRAY

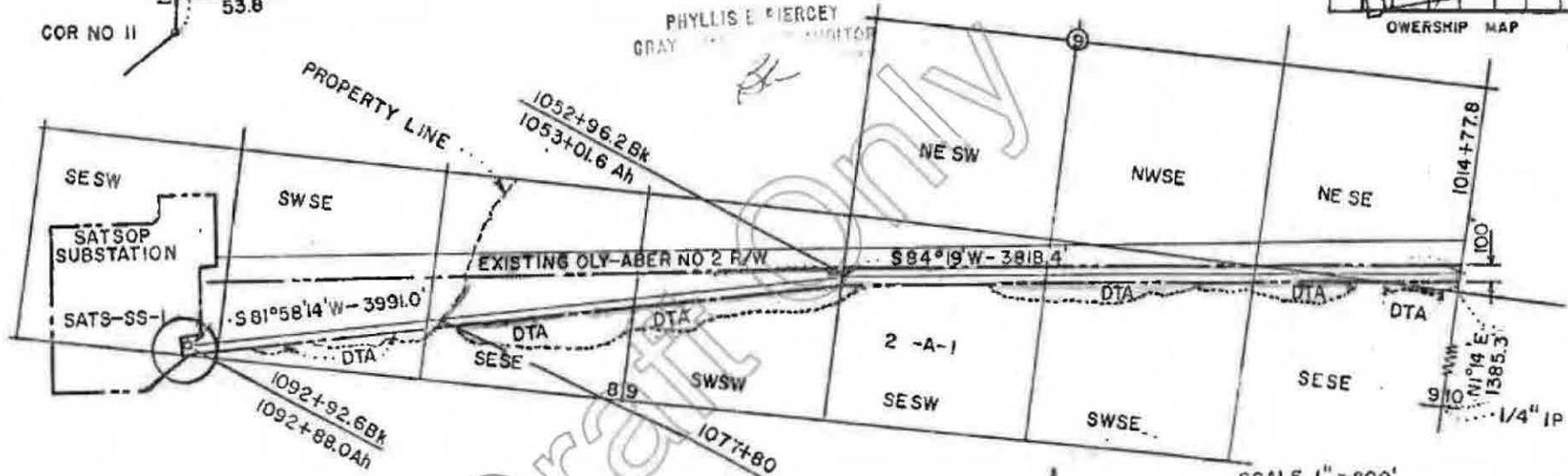


EXHIBIT A 82 01675
4-30-81

AEA-25-A-1
1014+77.8 TO 1077+80
WEYERHAEUSER COMPANY
16.4 ACRES TRANSMISSION LINE EASEMENT

DTA-TEMPORARY RIGHTS FOR
DANGER TREE REMOVAL

AEA-26-A-1
1077+80 TO 1092+88.3
WASHINGTON PUBLIC POWER SUPPLY SYSTEM
7.1 ACRES TRANSMISSION LINE EASEMENT

SCALE 1" = 800'
 TO BE ACQUIRED



EXISTING R/W RECORDED 7-15-64
IN VOLUME 140 PAGE 306
GRAYS HARBOR CO DEED RECORDS

UNITED STATES DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION HEADQUARTERS, PORTLAND, OREGON			
SATSOP-OLYMPIA NO 4 TRANSMISSION LINE TRACT AEA-25-A-1 & 26-A-1			
Dr.	Sub.	APPROVED:	
Clk.	Sec.	Date 2-4-00	Sh. (of)

U.S. Dept of the Interior
Bonneville Power Admin.
Portland, Or 97208
Attn: Donald C. Miller, Chief
Lithium Salt Unit
Div. of Land Resources

320205052

Tract No. AEA-25-A-1

A-92640

CONSENT TO EASEMENT

500

By the terms of the Exclusion Area Easement Deed executed by Weyerhaeuser Company for the benefit of the Washington Public Power Supply System (Supply System), dated August 27, 1975, and recorded in Volume 173, page 51, real property records, Grays Harbor County, Washington, affecting, among other tracts of land, the SW1/4 SE1/4 SE1/4, Section 8, Township 17N, Range 6W, W.M., Washington, certain specified restrictions were placed upon the use of the subject tract by Weyerhaeuser Company and its assigns, unless written consent were given by the Supply System.

On April 30, 1981, Weyerhaeuser Company granted a Transmission Line Easement to the United States of America, permitting the construction and maintenance of one line of electric power transmission structures and appurtenant signal lines designated tract AEA-25-A-1, over and across the SE1/4 SE1/4, Section 8, Township 17N, Range 6W, W.M., Washington.

In order to remove any cloud upon the title of the United States of America to the above Transmission Line Easement, the Supply System hereby waives and releases its rights under the above-mentioned Exclusion Area Easement Deed, with respect to this Transmission Line Easement, consents to the transfer of rights contained within the Transmission Line Easement, and consents to the conduct of all activities authorized therein, except as specifically stated below.

REAL ESTATE EXCISE TAX
\$ Exempt PAID 5-82
RONALD A. STRAIN, TREASURER
Grays Harbor County, Washington
Ronald A. Strain Deputy

Exceptions:

- 1) No buildings, other than such temporary structures and facilities as may be necessary for the installation and maintenance of electric transmission facilities, shall be constructed upon the exclusion area. In no event shall residences of any kind be constructed upon said area.

1-8-82

82 01676

- 2) Plans and specifications for construction of any temporary structures and facilities which are necessary in the installation and maintenance of electric transmission facilities shall be submitted to the Supply System for review and approval with respect to requirements of federal and state statutes, administrative regulations, and licenses and construction agreements governing the Supply System's activities in the Exclusion Area.
- 3) BPA and the Supply System agree to designate individuals to whom communications relating to any of the matters referred to herein may be addressed.
- 4) The BPA agrees to notify the Supply System in advance of entry onto the Exclusion Area by any of its employees, agents, contractors, subcontractors, licensees or other permittees.
- 5) The Supply System shall have the authority to immediately stop all work and remove persons involved in such work from the Exclusion Area when, in the Supply System's judgement, statutes regulating prudent utility practice or public safety make such action necessary.

Dated this 8th day of JANUARY 1982

WASHINGTON PUBLIC POWER
SUPPLY SYSTEM

By Roger N. Williams
Project Business Manager, WNP-3/5

STATE OF WASHINGTON)
) ss:
COUNTY OF GRAYS HARBOR)

On this 8th day of January, 1982, before me personally appeared Roger N. Williams and -- to me known to be the Project Business Manager and -- of the corporation that executed the foregoing instrument, 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 he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



Linda McBeath
Notary Public in and for the
State of Washington,
Residing at Montesano.

My commission expires:
November 29, 1985

Draft Only

PHYLIS E. PIENOCY
GRAYS HARBOR DISTRICT CLERK
CLERK

FILED REQUEST OF
82 FEB 5 PM 1 30
Phyllis E. Pienocy

The within instrument was recorded on the _____ day of _____, 19____
at _____ M., in _____ records of _____ County, _____ File No. _____ (State).

By _____
Deputy.

BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3627
PORTLAND, OREGON 97208

BPA 175
Rev. July 1981

1-8-82

82 01678

U.S. Dept. of the Interior
Bonneville Power Admin.
Portland OR 97208
ATTN: Donald C. Miller, Chief
Title and Payment Unit
Division of Land Resources

820402041

HFA '5-H-1

A-92640

RELEASE OF TIMBER RESERVATION REAL ESTATE EXCISE TAX
\$ Exempt Paid 4-2-82
RONALD A. STRACHING, TREASURER
Grays Harbor County, Washington

A.M.C.
4-15-82

Jeanne Jenkins

RECITAL:

By a Transmission Line Easement dated April 30, 1981, recorded under Receiving No. 820205051, pages 82-01670 through 82-01675, Records of Grays Harbor County, Washington, WEYERHAEUSER COMPANY, a Washington corporation, conveyed certain easement rights to the UNITED STATES OF AMERICA in, over, upon and across the following described parcel of land in Grays Harbor County, Washington, to wit:

Tract No. AEA-25-A-1

A strip of land, variable in width over and across the SE $\frac{1}{4}$ and the S $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, and that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, lying easterly of a line as described in Volume 173, page 51, of Grays Harbor County deed records, all in Township 17 North, Range 6 West, Grays Harbor County, Washington. The north boundary of said strip is coincident with the south boundary of the existing Bonneville Power Administration Olympia-Aberdeen No. 2 transmission line. The south boundary of said strip lies 57.5 feet southerly of and parallel with the survey line as monumented on the ground for the BPA Olympia-Satsop No. 5 transmission line described with reference to the Washington Coordinate System - South Zone, as follows:

Beginning at survey station 1014+77.8 on the east line of Section 9, bearing N.1°14'E., 1385.3 feet from the southeast corner of Section 9, evidenced by a 1 $\frac{1}{2}$ -inch iron pipe; thence S.84°19'W., 3818.4 feet to equation station 1052+96.2 Bk = 1053+01.6 Ah, evidenced by a BPA monument; thence S.81°58'14"W., 3991.0 feet to equation station 1092+92.6 Bk = 1092+88.0 Ah, evidenced by a BPA monument; thence S.83°30'14"W., 0.3 feet to station 1092+88.3 on the east boundary of the BPA Satsop Substation Site, being BPA Tract SATS-SS-1, bearing N.5°41'W., 53.8 feet from corner 11 of said site.

The above-described strip contains 16.4 acres, more or less.

Said Transmission Line Easement contained, among others, the following reservation:

"... Grantor reserves title to all merchantable timber on said right-of-way and adjacent danger tree areas..."

NOW THEREFORE, WEYERHAEUSER COMPANY, a Washington corporation, hereby quitclaims and releases to the UNITED STATES OF AMERICA all of the rights which Weyerhaeuser Company may have by reason of the reservation quoted above on said parcel of land.

DATED this 17th day of March, 1982

Attest

WEYERHAEUSER COMPANY



Robert M. Bergeron
Title Assistant Secretary

Don Wilson
Title Forest Land Use Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 17th day of March, 1982, before me personally appeared D. W. Wilbur and Robert N. Mogensen to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, 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 and that the seal affixed is the corporate seal of said corporation.

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



Gerald W. Bjork
Notary Public in and for the State of
Washington, residing at Federal Way

Draft

PHYLIS E. HERCEY
GR. ACCOUNTANT
Ph
FILED
APR 2 2 11 53

AGREEMENT

This Agreement is made by and between WEYERHAEUSER COMPANY, a Washington corporation, hereinafter called "Weyerhaeuser," and the UNITED STATES OF AMERICA, acting by and through the Bonneville Power Administration, hereinafter called "B.P.A."

By a Transmission Line Easement for Tract No. AEA-25-A-1 dated April 30, 1981, Weyerhaeuser granted to the B.P.A. certain easement rights on a tract of land in Sections 8 and 9, Township 17 North, Range 6 West, W.M., and reserved all the merchantable timber thereon.

It is understood and agreed by the parties that Weyerhaeuser will make every reasonable effort to remove said timber by January 1, 1982. In the event Weyerhaeuser is unable to remove said timber by the aforesaid date, B.P.A. will deck the timber on Weyerhaeuser's ownership immediately adjacent to the right of way. Weyerhaeuser will reimburse B.P.A. \$20/MBF if the timber is still standing and \$10/MBF if the timber is felled and bucked.

Upon completion of the removals by Weyerhaeuser or the B.P.A., whichever occurs first, Weyerhaeuser will provide B.P.A. with a recordable release of the timber reservation contained in the Transmission Line Easement dated April 30, 1981 in the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of this 8th day of March, 1982.

Attest:

Robert M. [Signature]
Assistant Secretary

WEYERHAEUSER COMPANY

By *[Signature]*
Land & Timber Resources Manager, Acting

UNITED STATES OF AMERICA
Bonneville Power Administration

Attest:

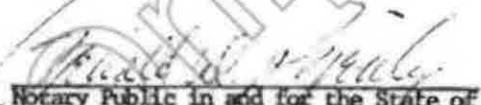
Title _____

By *Larry L. [Signature]*
Title Chief, Land Branch

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of July, 1981, before me personally appeared D. W. Wilbur and Robert N. Mogensen to me known to be the Land & Timber Resources Manager, Acting and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, 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 and that the seal affixed is the corporate seal of said corporation.

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


Notary Public in and for the State of
Washington, residing at Federal Way

5-8-82

STATE OF Oregon }
COUNTY OF Multnomah } SS:

On this 8th day of March, 1982, before me personally appeared
Larry L. Wilkerson to me known to be the
Chief, Land Branch of the agency that
executed the foregoing instrument, and acknowledged said instrument to be the
free and voluntary act and deed of said agency, for the uses and purposes therein
mentioned, and on oath stated that he is authorized to execute
said instrument.

GIVEN under my hand and official seal the day and year last above written.

(Seal)

Anthony Spawhese
Notary Public in and for the
State of Oregon
Residing at *Milwaukie*
My commission expires: *Aug 4, 1984*

Draft Only

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERS-3
P.O. BOX 3621
PORTLAND, OR 97208-3621

197512

REAL ESTATE EXCISE TAX
EXEMPT TRANSACTION
RONALD A. STRABING, TREASURER
Grays Harbor County, Montesano, WA
By [Signature] Date 11/5/09

Legal description: Portions of the SE1/4SW1/4 of Section 8 and Government Lots 2 and 3 of Section 17, all in Township 17 North, Range 6 West, W.M., Grays Harbor County, Washington, as shown on Exhibit A and described in Exhibit B. (Affects Tax Account Nos. 170608340010 and 170617210010.)

BPA Tract No(s): SATS-SS-1

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
QUITCLAIM DEED

The UNITED STATES OF AMERICA does hereby release and quitclaim unto GRAYS HARBOR PUBLIC DEVELOPMENT AUTHORITY, all its right, title, and interest in and to the southern portion ("subject property") of its substation (SATS-SS-1) as shown on Exhibit A, per Boundary Line Adjustment shown at Surveys Volume 26, Page 44 recorded under Auditor's File #2005-06070132 on June 7, 2005, reserving unto itself that portion of a beam path easement (SATS-BP-1) over and across the subject property. SATS-SS-1 was acquired by the United States for electric power transmission purposes by instrument recorded 8/14/2003, Auditor's File No. 2003-08140046, Deed Records of Grays Harbor County, Washington, said property being located in the SE1/4SW1/4 of Section 8, and Government Lots 2 and 3, Section 17, all in Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington.

The subject property is shaded and identified on Exhibit A, and SATS-BP-1 is described in Exhibit B, both attached hereto and by this reference made a part hereof.

Dated at Portland, Oregon, this 10th day of August 2009.

UNITED STATES OF AMERICA

By [Signature]

Title: Supervisor Realty Specialist
Department of Energy
Bonneville Power Administration

BPA OCTOBER 2006

EC
3/15/12

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

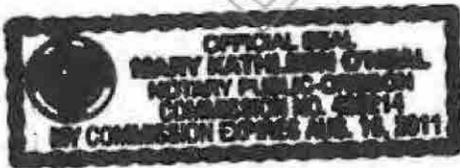
OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon)
County Multnomah) ss

On this 10th day of August, 2009, before me personally
appeared Neal Meisner, known to me or
proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the Supervisory Realty Specialist

acknowledged to me that _____ he executed the same freely and voluntarily in such capacity; and on
oath stated that _____ he was authorized to execute said instrument in such official or representative
capacity.



(SEAL)

Mary Kathleen O'Neal
Signature
MARY KATHLEEN O'NEAL
Print Name

Notary Public in and for the

State of Oregon

Residing at La Center, WA

My commission expires 8/14/2011

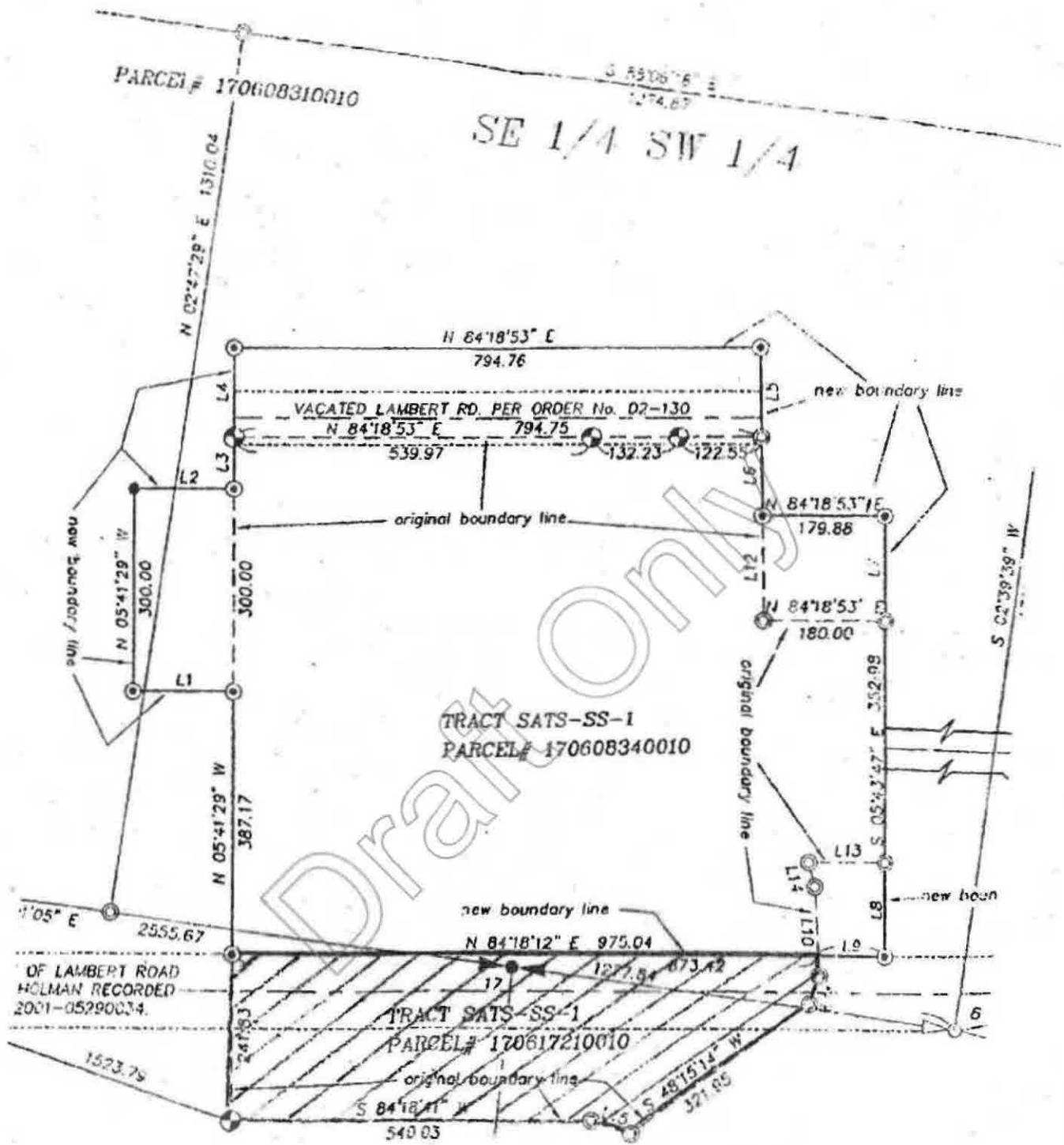


EXHIBIT A

SATS-BP-1

An easement for a beam path over and along a strip of land 80 feet wide, over and across a part of Government Lot 2, Government Lot 7, Government Lot 6 of Section 17, the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. Said easement shall be effective within a cylinder having a radius of 40 feet located over and above said strip of land. The boundaries of said strip of land are located 40 feet on each side of and parallel with the centerline described with reference to the Washington Coordinate System, South Zone, as follows:

Commencing at Station 0+00.0 at the center of the BPA Satsop Substation Microwave Tower, a point which bears S.64°20'44"E, a distance of 934.2 feet from the Northwest corner of the BPA Satsop Substation Site, being BPA Tract No. SATS-SS-1, said Northwest corner evidenced by a ½ inch rebar and cap LS# 40518 as shown on Boundary Line Adjustment No. 20050531, filed in Book 26 of Surveys, Page 44; thence S.08°25'50"W, a distance of 425.4 feet to a point on the southerly boundary of said BPA Satsop Substation Site at Station 4+25.4, said point being the True Point of Beginning of said strip of land; thence continuing S.08°25'50"W, a distance of 2127.0 feet to the center of a passive reflector mounted to the cooling tower for the Washington Public Power Supply System Nuclear Project No. 3 at Station 25+52.4; thence N.14°46'16"E, a distance of 4792 feet to a point on the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 at Station 73+44, said point being the terminus of said strip of land; thence continuing N.14°46'16"E, to the BPA South Mountain Radio Station Site.

EXHIBIT B

The elevation of the axis of the cylinder at Station 0+00.0 to be elevation 366 feet above mean sea level, said elevation being the phase center of the microwave antenna. The elevation of the axis of the cylinder at Station 25+52.4 to be elevation 859 feet above mean sea level, said elevation being the vertical center of said passive reflector. The elevation of the axis of the cylinder at Station 73+44 on said North line to be elevation 932 feet above mean sea level.

Said elevations described herein are expressed in terms of the United States Coast and Geodetic Survey Datum of 1929 as of the date of this instrument and are based upon the top of concrete of the most northerly concrete footing of said BPA Satsop Substation Microwave Tower having an elevation of 307.5 feet above mean sea level.

SATS-BP-1 contains 12.7 acres, more or less.

SATS-BP-1

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERS-3
P.O. BOX 3621
PORTLAND, OR 97208-3621

197513

REAL ESTATE EXCISE TAX
EXEMPT TRANSACTION
RONALD A. STRADDING, TREASURER
Grays Harbor County, Montesano, WA
By *[Signature]* Date 11/5/09

Legal description: Portions of the SW1/4SW1/4,
SE1/4SW1/4, and the SW1/4SE1/4 of Section 8,
Township 17 North, Range 6 West, W.M., Grays
Harbor County, Washington, as shown on Exhibits
A and B (Affects Tax Account Nos. 170608310010
and 170608340010.)

BPA Tract No(s): SATS-SS-1 (Fee)
SATS-SAR-1P2 (Easement)

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

WARRANTY DEED
Substation, Danger Trees and Access Road

THIS AGREEMENT, made between

GRAYS HARBOR PUBLIC DEVELOPMENT AUTHORITY, the Grantor, whether one or more,

and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission System Act, of October 18, 1974, (P.L. 93-454), 88 Stat. 1376, 16 U.S.C. 838 (Supp IV); the Department of Energy Organization Act, of August 4, 1977, (P.L. 95-91); and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, in consideration for and in accordance with an unrecorded Memorandum of Agreement dated May 4, 2001, between Grays Harbor Public Development Authority and the United States of America, acting through the Department of Energy, Bonneville Power Administration, hereby grants, warrants and conveys to the United States of America the following described real property:

SATS-SS-1 - Four parcels of land contiguous to the Bonneville Power Administration's Satsop Substation in the SW1/4SW1/4 and the SE1/4SW1/4 of Section 8, Township 17 North, Range 6 West, W.M., Grays Harbor, Washington, as shown by hatching on Exhibit A, attached hereto and by this reference made a part hereof, per Boundary Line Adjustment shown at Surveys Volume 26, Page 44 recorded under Auditor's File #2005-06070132 on June 7, 2005.

EC
3/15/12

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and any communication lines or equipment and appurtenances thereto, together with the present and future right to clear the right-of-way and to keep the same clear of all trees, whether natural or cultivated, and all structure supported crops, other structures, trees, brush, vegetation, fire and electrical hazards, except non-structure supported agricultural crops less than 10 feet in height. All such trees, brush, vegetation, structures, and fire and electrical hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof and may be disposed of by the United States in any manner it deems suitable.

The Grantor also hereby grants and conveys to the United States the present and future right to top, limb, or fell, and to remove, sell, burn, or otherwise dispose of "danger trees" located on Grantor's land adjacent to said right-of-way. A danger tree is any growing or dead tree, or snag, whether stable or unstable, which the United States at any time determines could within a five-year period fall, bend or swing against the transmission or communication lines or equipment or within electrical arcing distance of said lines, or which the United States determines could interfere with the construction or maintenance of said lines and equipment.

The Grantor covenants to and with the United States and its assigns that the title to all brush and timber cut or hereinafter growing within said parcel of land and also all danger trees identified or cut from Grantor's land adjacent to said right-of-way is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any said rights. At the United States' election title to danger trees may revert to the Grantor.

The Grantor also hereby grants and conveys to the United States a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land, to-wit:

SATS-SAR-1P2 A right-of-way 60 feet wide and approximately 325 feet long, over and along the SW1/4SE1/4 of Section 8, Township 17 North, Range 6 West, W.M., Grays Harbor County, Washington, as generally shown on Exhibit B, attached hereto and by this reference made a part hereof.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, together with cuts and fills as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing or future transmission facilities of the United States.

The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to non-structure supported agricultural crops less than 10 feet in height and to fences and irrigation and drainage systems permitted by the United States within the easement area. The United States shall repair or make compensation only for damage caused by the United States and which results from and during construction, reconstruction, removal, or maintenance activities within the easement area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative documents as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of any title report and title insurance that it may require.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

Accepted for the UNITED STATES OF AMERICA	GRAYS HARBOR PUBLIC DEVELOPMENT AUTHORITY
By: <u>[Signature]</u>	By: <u>TAMI L. GARRON</u> <u>[Signature]</u>
Title: <u>Supervising Realty Specialist</u>	Title: <u>CEO</u>
Date: <u>8-10-2009</u>	Date: <u>2-11-09</u>
	By: _____
	Title: _____
	Date: _____

Lead Tract No. RNF:5/23/08

SATS-SS-1

3 of 3

BPA OCTOBER 2007

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Oregon)
County Multnomah) ss

On this 10th day of August, 2009, before me personally
appeared Neal Meiner, known to me or
proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the Supervisory Realty Specialist

acknowledged to me that _____ he executed the same freely and voluntarily in such capacity; and on
oath stated that _____ he was authorized to execute said instrument in such official or representative
capacity.



Mary Kathleen O'Neal
Signature
MARY KATHLEEN O'NEAL
Print Name

Notary Public in and for the

State of Oregon

Residing at La Center, WA

My commission expires 8/16/2011

(SEAL)

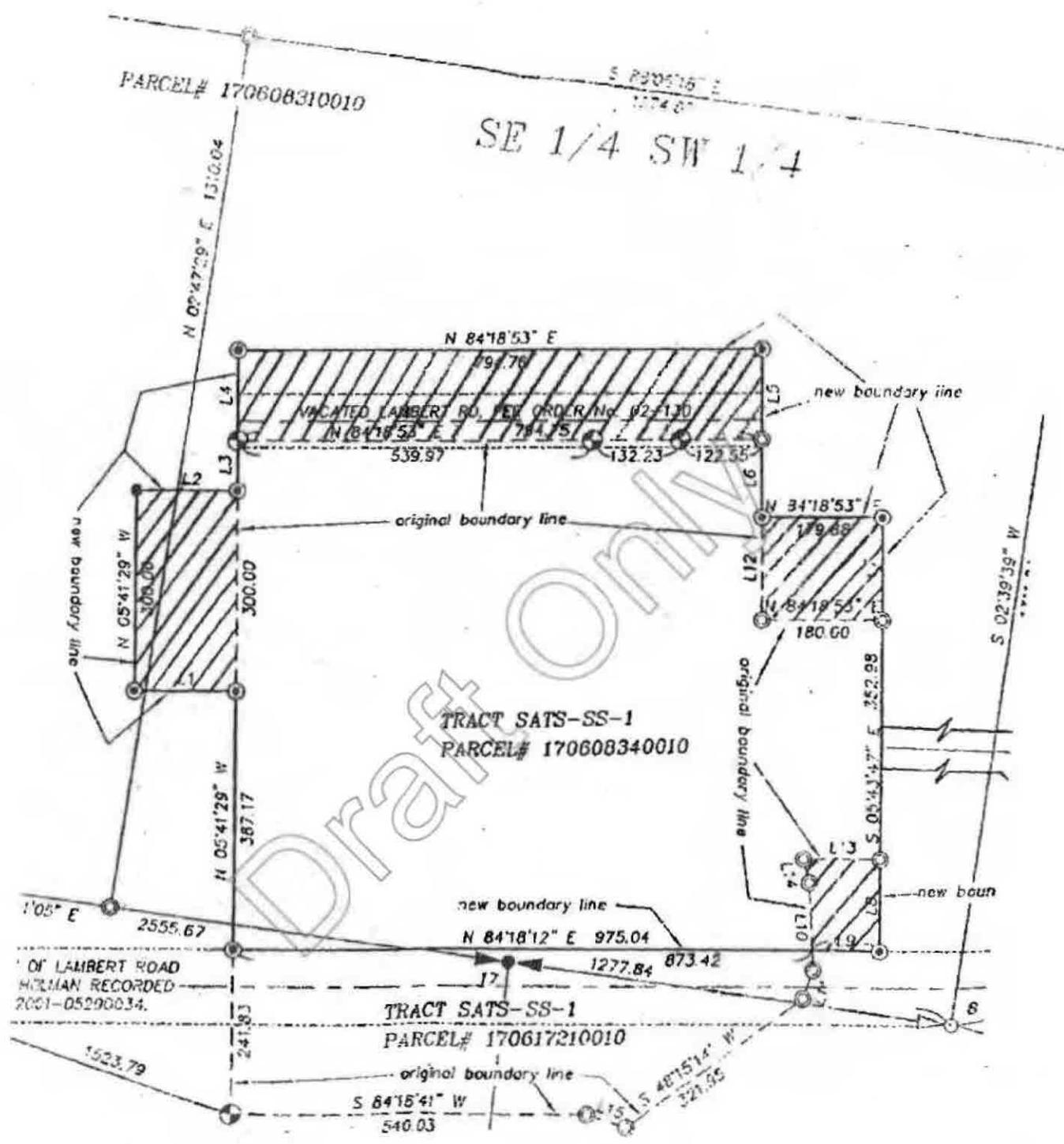
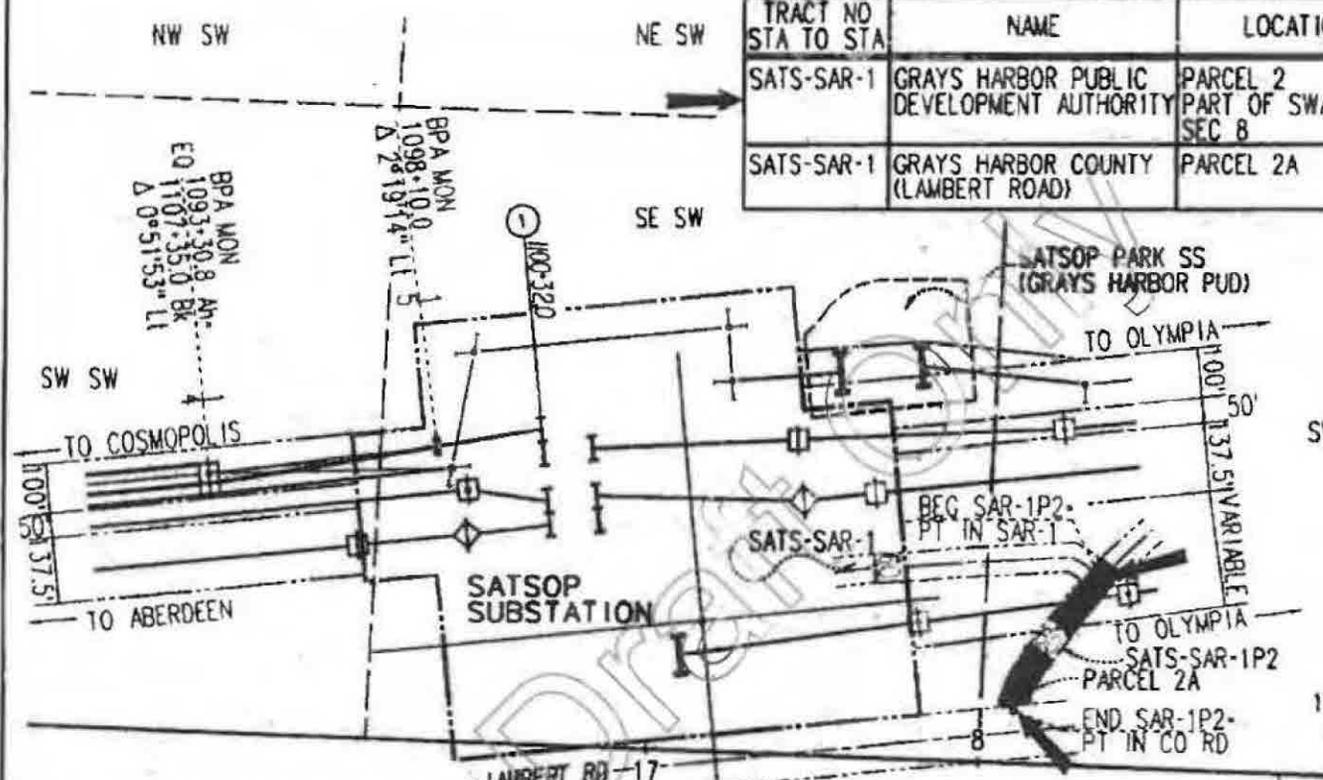


EXHIBIT A

SEC 8 T17N R6W WM
GRAYS HARBOR COUNTY, WASHINGTON

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH	ACRES
SATS-SAR-1	GRAYS HARBOR PUBLIC DEVELOPMENT AUTHORITY	PARCEL 2 PART OF SW/4SE/4 SEC 8	325'	
SATS-SAR-1	GRAYS HARBOR COUNTY (LAMBERT ROAD)	PARCEL 2A		



ACCESS ROAD LEGEND

EXISTING ROAD

ACCESS ROAD R/W WIDTH IS 20' UNLESS OTHERWISE NOTED

SURVEY DATA REFERRED TO THE BONNEVILLE POWER ADMINISTRATION'S GRAYS HARBOR-SATSOP NO 1 & 2 TRANSMISSION LINE SURVEY DATED 2006 REFERENCE DRAWING NO 266527

LOT 3

LOT 2

Exhibit B

EXHIBIT DATED: 9-18-07

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

DAS Drawn
Checked

SATSOP SUBSTATION
ACCESS ROAD ACQUISITION EXHIBIT
FOR: SATS-SAR-1P2
WO-00125522

Jay A. Covert
Manager

12-16-08
Date

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

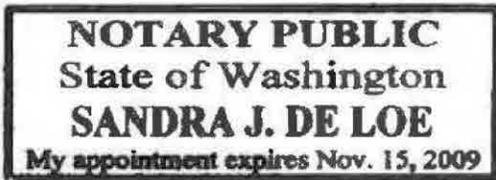
OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County Grays Harbor) ss

On this 11th day of February, 20 09, before me personally
appeared Jami Garran, known to me or
proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the CEO of Grays Harbor Public Development Authority

acknowledged to me that 5 he executed the same freely and voluntarily in such capacity; and on
oath stated that 5 he was authorized to execute said instrument in such official or representative
capacity.



(SEAL)

Sandra J. DeLoe
Signature

SANDRA J. DELOE
Print Name

Notary Public in and for the

State of Washington

Residing at Montesano, Wa.

My commission expires 11/15/09

WAIVER OF RIGHT TO APPRAISAL

The United States, acting through the Bonneville Power Administration, wishes to acquire fee property for substation purposes in, upon, and across the following-described land, to-wit:

SATS-SS-1 – Four parcels of land contiguous to the Bonneville Power Administration's Satsop Substation in the SW1/4SW1/4 and the SE1/4SW1/4 of Section 8, Township 17 North, Range 6 West, W.M., Grays Harbor, Washington, as shown by hatching on Exhibit A, attached hereto and by this reference made a part hereof, per Boundary Line Adjustment shown at Surveys Volume 26, Page 44 recorded under Auditor's File #2005-06070132 on June 7, 2005

I have been informed that an entity acquiring property for a federal project or for a federally funded project first must obtain an appraisal of the property to estimate fair market value of the property being acquired, before beginning negotiations to acquire it. I further understand that as a matter of law, I am entitled to compensation for the property that is at least equal to the estimated value of the property to be acquired.

Notwithstanding my right to have an appraisal performed to determine the estimated fair market value of the fee property to be conveyed to the United States, I knowingly, voluntarily and freely waive my right to an appraisal and release the United States from its obligation to obtain said appraisal for the subject property.

In the event that the United States is releasing existing fee property over my property in exchange for the fee property to be acquired, I recognize that the estimated market value of the two parcels may not be equal. To the extent that the estimated fair market value of the property exceeds the value of the old, I waive my right for payment equal to the difference in value and donate the new easement to the United States.

TAMI L. GARROW

Print name
For Grays Harbor PDA

2-11-09

(Date)

WAIVER OF RIGHT TO APPRAISAL

The United States, acting through the Bonneville Power Administration, wishes to acquire an easement for access road purposes in, upon, and across the following-described land, to-wit:

SATS-SAR-1P2 A right-of-way 60 feet wide and approximately 325 feet long, over and along the SW1/4SE1/4 of Section 8, Township 17 North, Range 6 West, W.M., Grays Harbor County, Washington,

I have been informed that an entity acquiring property for a federal project or for a federally funded project first must obtain an appraisal of the property to estimate the fair market value of the property being acquired, before beginning negotiations to acquire it. I further understand that as a matter of law, I am entitled to compensation for the property that is at least equal to the estimated value of the property to be acquired.

Notwithstanding my right to have an appraisal performed to determine the estimated fair market value of the access road easement to be conveyed to the United States, I knowingly, voluntarily and freely waive my right to an appraisal and release the United States from its obligation to obtain said appraisal for the subject easement.

In the event the United States is only acquiring an easement over my property, I waive my right for payment equal to the estimated fair market value, and donate the easement to the United States.

TAMI L. GARROW

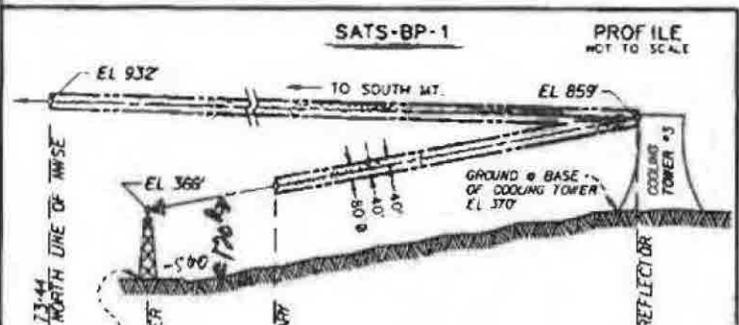
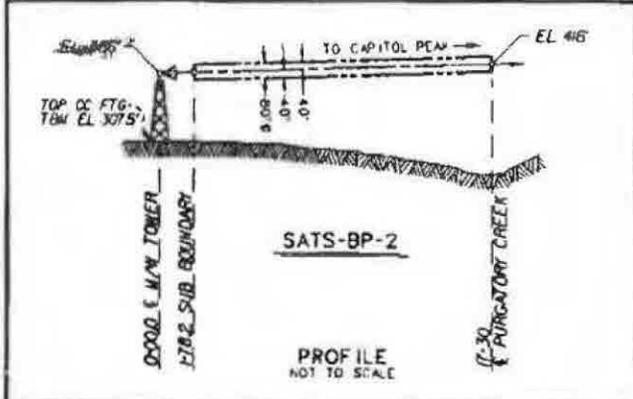
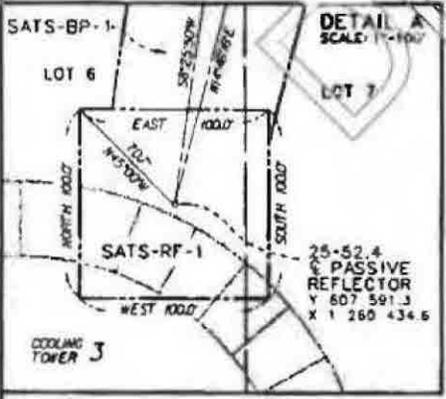
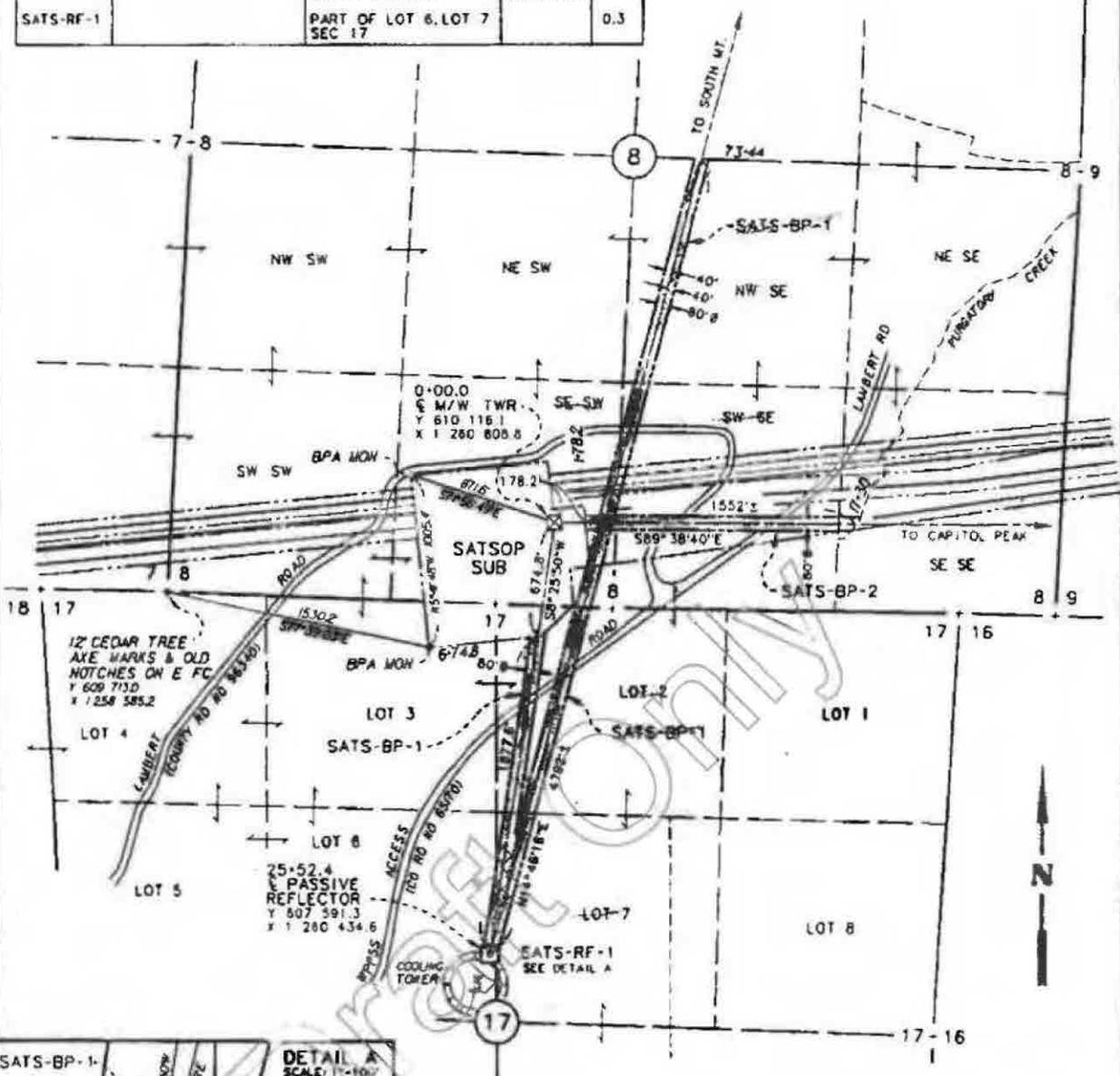
Print Name:

For Grays Harbor PDA

2-11-09

(Date)

SATS-BP-2	W/2SE/4 SEC 8 PART OF SE/4SW/4, S/2SE/4 SEC 8	1552' (80' WIDE)	2.9
SATS-RF-1	PART OF LOT 6, LOT 7 SEC 17		0.3



NOTE:
BEARINGS AND COORDINATES REFERRED TO
WASHINGTON COORDINATE SYSTEM (NAD27)
SOUTH ZONE
TO CONVERT DISTANCES SHOWN TO GRID
MULTIPLY BY 1.00000000

EXHIBIT DATED: 2/26/99
UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

REAL ESTATE EXCISE TAX
EXEMPT TRANSFER
RONALD A. STRABINE, CLERK
Grays Harbor County, WA
By Herrick Date 6/7/05

BOUNDARY LINE ADJUSTMENT

Parcels: 170608340010/170617210010 170608310010/170617200010

Abbreviated legal description (per RCW 65.04): SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ S-17N-6W

Gov't Lots 2 & 3 17-17N-6W. The complete legal descriptions begin on page 2.

The complete legal descriptions for the properties whose boundaries are hereby adjusted are described in Exhibit A, which is attached hereto and incorporated by reference. The complete legal descriptions for the newly adjusted parcels are attached hereto as Exhibit B and incorporated by reference. The map(s) documenting the old and new boundaries of the adjusted parcels are attached hereto as Exhibit C and incorporated by reference.

NOTICE: This Boundary Line Adjustment does not transfer title or constitute a conveyance of real estate. No segregation of current parcels or transfer of record title will be made by Grays Harbor County until proper legal documents are recorded.

CERTIFICATION

We, the undersigned, are the owners of the property described herein and certify that this Boundary Line Adjustment is made by our free will and consent.

JAMES F. BRVANT
Print Name BPA

[Signature]
Signature

JOEL REIT
Print Name Grays Harbor Community
Development

[Signature]
Signature

ADMINISTRATOR REVIEW

Examined and reviewed this 7th day of June 2005

[Signature]
Subdivision Administrator

1/4

PARCEL# 170608310010

S 88°06'18" E
1274.87

SE 1/4 SW 1/4

N 02°47'29" E 1310.04

N 84°18'53" E
794.76

VACATED LAMBERT RD. PER ORDER No. 02-130

N 84°18'53" E 794.75

new boundary line

original boundary line

new boundary line

N 05°41'29" W
300.00

L2

L3

L1

N 05°41'29" W
387.17

TRACT SATS-SS-1
PARCEL# 170608340010

original boundary line

N 84°18'53" E
179.88

N 84°18'53" E
180.00

L7

L8

L13

L9

L10

L11

L12

L14

L15

S 02°39'39" W

new bou

S 88°01'05" E

2555.67

new boundary line

N 84°18'12" E 975.04

873.42

17

1277.84

TRACT SATS-SS-1

PARCEL# 170617210010

original boundary line

S 84°18'41" W
540.03

S 48°15'14" W
321.95

RIGHT OF WAY OF LAMBERT ROAD
BY DANIEL F. HOLMAN RECORDED
DRS FILE No. 2001-05290034.

1523.79

241.83



R E ZENKNER

2005-06070133
Page: 2 of 11



R. E. ZENKNER LAND SURVEYING, INC.

1806 NORTH PEARL STREET
P. O. BOX 1558
CENTRALIA, WASHINGTON 98531
360/807-6767 FAX 360/807-8294



EXHIBIT A ORIGINAL DESCRIPTIONS

PARCEL #'s 170608340010 AND 170617210010
PORTIONS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 8 AND GOV'T LOTS 2 AND 3 OF SECTION 17, ALL
IN TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M., DESCRIBED AS
FOLLOWS:

Commencing at the West 1/4 corner of said Section 8, thence; S 02°55'21" W
along the West line of said Section 8, a distance of 2616.30 feet to the SW
corner of said Section 8, thence; S 77°33'22" E a distance of 1523.79 feet to the
true point of beginning, thence; N 05°41'29" W a distance of 1005.38 feet,
thence; N 84°18'53" E a distance of 794.75 feet, thence; S 05°41'07" E a
distance of 272.40 feet, thence; N 84°18'53" E a distance of 180.00 feet, thence;
S 05°43'47" E a distance of 352.98 feet, thence; S 84°17'04" W a distance of
115.07 feet, thence; S 19°14'23" E a distance of 36.90 feet, thence;
S 08°26'02" E a distance of 131.71 feet, thence; S 13°35'57" W a distance of
45.03 feet, thence; S 48°15'14" W a distance of 321.95 feet, thence;
N 77°32'49" W a distance of 62.77 feet, thence; S 84°18'41" W a distance of
540.03 feet to the true point of beginning as described in Quit Claim Deed
recorded under Auditors File No. 2003-08140046 records of Grays Harbor
County.

PARCEL #'s 170608310010 and 170617200010
THE SOUTHWEST QUARTER, THE WEST HALF OF SOUTHEAST QUARTER,
ALL THAT PORTION OF THE EAST HALF OF THE SOUTH EAST QUARTER
OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M. LYING
WESTERLY OF THE FOLLOWING DESCRIBED LINE:

Beginning at the East 1/4 corner of Section 8, Township 17 North, Range 6 West,
W.M., thence; S 03°18'17" W along the east line of said Section 8, a distance of
229.91 feet, thence; S 55°47'46" W a distance of 79.13 feet, thence;
S 50°56'27" W a distance of 47.42 feet, thence; S 41°58'08" W a distance of
137.62 feet, thence; S 25°19'07" W a distance of 88.01 feet, thence;



2005-06070133
Page: 3 of 11
06/07/2005 02:31P
Grays Harbor Co

S 55°37'52" W a distance of 43.57 feet, thence; S 28°17'00" W a distance of 22.14 feet, thence; S 52°26'33" W a distance of 134.51 feet, thence; S 73°48'35" W a distance of 160.38 feet, thence; S 46°24'51" W a distance of 274.78 feet, thence; S 21°02'49" W a distance of 165.64 feet, thence; S 41°08'53" W a distance of 54.09 feet, thence; S 05°21'46" W a distance of 53.32 feet, thence; S 32°27'27" W a distance of 334.21 feet, thence; S 21°27'23" W a distance of 70.11 feet, thence; S 22°27'49" E a distance of 76.19 feet, thence; S 42°08'05" W a distance of 223.90 feet, thence; S 45°03'45" E a distance of 49.65 feet, thence; S 02°18'49" E a distance of 59.00 feet, thence; S 50°52'34" W a distance of 87.51 feet, thence; S 20°16'34" W a distance of 208.66 feet, thence; S 36°31'58" W a distance of 131.13 feet, thence; S 80°03'38" W a distance of 43.11 feet more or less, to the West line of the East ½ of the Southeast ¼ as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County.

AND ALSO, ALL OF GOV'T LOT 7, LYING SOUTHERLY OF THE RAILROAD RIGHT OF WAY AS CONVEYED BY DEED RECORDED APRIL 27th, 1909 IN VOL. 101 OF DEEDS, PAGE 470 AT AUDITORS FILE No. 40132, RECORDS OF GRAYS HARBOR COUNTY as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County, ALL OF WHICH BEING SITUATED IN SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M.

ALSO, GOV'T LOTS 2,3,4,5,6,11,12,13 AND 14: THE WEST ¾ OF GOV'T LOTS 7 AND 10 AND THE WEST HALF OF GOV'T LOT 15 as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County, ALL OF WHICH BEING SITUATED IN SECTION 17, TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M.

EXCEPT THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:

Commencing at the West ¼ corner of said Section 17, thence; S 86°06'46" E a distance of 205.94 feet, thence; East a distance of 845.00 feet to the true point of beginning, thence continuing East a distance of 755.00 feet, thence; North a distance of 475.00 feet, thence; East a distance of 623.25 feet, thence; Southerly along a curve to the right having a radius of 295.00 feet through a central angle of 180°00'00" and an arc distance of 926.77 feet, thence; West a distance of 623.25 feet, thence; South a distance of 685.00 feet, thence; West a distance of 755.00 feet, thence; North a distance of 800.00 feet to the true point of beginning as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County.



ALSO, EXCEPT THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:

Beginning at the West $\frac{1}{4}$ corner of said section 17, thence; S $86^{\circ}06'46''$ E a distance of 205.94 feet, thence; East a distance of 755.00 feet, thence; South a distance of 800.00 feet, thence; West a distance of 755.00 feet, thence; North a distance of 200.00 feet, thence; West a distance of 170.68 feet to the West line of said Section 17, thence; N $03^{\circ}14'33''$ W along said West line a distance of 614.95 feet to the point of beginning as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County.

ALSO, EXCEPT THOSE PORTIONS OF SAID SECTIONS 8 AND 17, DESCRIBED AS FOLLOWS:

Commencing at the West $\frac{1}{4}$ corner of said Section 8, thence; S $02^{\circ}55'21''$ E along the West line of said Section 8, a distance of 2616.30 feet to the SW corner of said Section 8, thence; S $77^{\circ}33'22''$ E a distance of 1523.79 feet to the true point of beginning, thence; N $05^{\circ}41'29''$ W a distance of 1005.38 feet, thence; N $84^{\circ}18'53''$ E a distance of 794.75 feet, thence; S $05^{\circ}41'07''$ E a distance of 272.40 feet, thence; N $84^{\circ}18'53''$ E a distance of 180.00 feet, thence; S $05^{\circ}43'47''$ E a distance of 352.98 feet, thence; S $84^{\circ}17'04''$ W a distance of 115.07 feet, thence; S $19^{\circ}14'23''$ E a distance of 36.90 feet, thence; S $08^{\circ}26'02''$ E a distance of 131.71 feet, thence; S $13^{\circ}35'57''$ W a distance of 45.03 feet, thence; S $48^{\circ}15'14''$ W a distance of 321.95 feet, thence; N $77^{\circ}32'49''$ W a distance of 62.77 feet, thence; S $84^{\circ}18'41''$ W a distance of 540.03 feet to the true point of beginning as described in Quit Claim Deed recorded under Auditors File No. 2003-08140046 records of Grays Harbor County.



R E ZENKNER

29.00 BLA

2005-06070133

Page 6 of 11
06/07/2005 02:31P
Grays Harbor Co

ALSO, EXCEPT THAT PORTION OF SAID SECTION 8, BEING A STRIP OF LAND 60 FEET IN WIDTH DESCRIBED AS FOLLOWS:

Commencing at the West $\frac{1}{4}$ corner of said Section 8, thence; S $02^{\circ}55'21''$ W along the West line of said Section a distance of 2616.30 feet to the SW corner of said Section, thence; S $77^{\circ}33'22''$ E a distance of 1523.79 feet, thence; N $55^{\circ}00'39''$ E a distance of 1117.83 feet and the true point of beginning of the center line of said strip of land being described, thence; N $86^{\circ}33'01''$ E a distance of 345.18 feet, thence; S $54^{\circ}30'54''$ E a distance of 27.00 feet to a point on the Northerly margin of South Bank Road as described in an easement recorded under Auditors File No. 860701099, and the terminus point of said center line as described in Quit Claim Deed recorded under Auditors File No. 2003-08140046 records of Grays Harbor County.

All of which is situated in the county of Grays Harbor, State of Washington.





R. E. ZENKNER LAND SURVEYING, INC.

1806 NORTH PEARL STREET
P. O. BOX 1558
CENTRALIA, WASHINGTON 98531
360/807-6767 FAX 360/807-8294



EXHIBIT B RESULTING DESCRIPTIONS AFTER BLA
PARCEL #'s 170608340010 AND 170617210010
PORTIONS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 8 AND GOV'T LOT 3 OF SECTION 17, ALL IN
TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M., DESCRIBED AS FOLLOWS:

Commencing at the West 1/4 corner of said Section 8, thence; S 02°55'21" W
along the west line of said Section 8 a distance of 2616.30 feet to the SW corner
of said Section 8, thence; S 77°33'22" E a distance of 1523.79 feet, thence;
N 05°41'29" W a distance of 241.83 feet to the true point of beginning, thence;
continuing N 05°41'29" W a distance of 387.17 feet, thence; S 84°18'12" W a
distance of 150.00 feet, thence; N 05°41'29" W a distance of 300.00 feet, thence;
N 84°18'12" E a distance of 150.00 feet, thence; N 05°41'29" W a distance of
211.38 feet, thence; N 84°18'53" E a distance of 794.76 feet, thence;
S 05°41'07" E a distance of 252.50 feet, thence; N 84°18'53" E a distance of
179.88 feet, thence; S 05°43'47" E a distance of 645.86 feet, thence;
S 84°18'12" W a distance of 975.04 feet to the true point of beginning.

PARCEL #'s 170608310010 and 170617200010
THE SOUTHWEST QUARTER, THE WEST HALF OF SOUTHEAST QUARTER,
ALL THAT PORTION OF THE EAST HALF OF THE SOUTH EAST QUARTER
OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M. LYING
WESTERLY OF THE FOLLOWING DESCRIBED LINE:

Beginning at the East 1/4 corner of Section 8, Township 17 North, Range 6 West,
W.M., thence; S 03°18'17" W along the east line of said Section 8, a distance of
229.91 feet, thence; S 55°47'46" W a distance of 79.13 feet, thence;
S 50°56'27" W a distance of 47.42 feet, thence; S 41°58'08" W a distance of
137.62 feet, thence; S 25°19'07" W a distance of 88.01 feet, thence;
S 55°37'52" W a distance of 43.57 feet, thence; S 28°17'00" W a distance of
22.14 feet, thence; S 52°26'33" W a distance of 134.51 feet, thence;
S 73°48'35" W a distance of 160.38 feet, thence; S 46°24'51" W a distance of
274.78 feet, thence; S 21°02'49" W a distance of 165.64 feet, thence;

S 41°08'53" W a distance of 54.09 feet, thence; S 05°21'46" W a distance of 53.32 feet, thence; S 32°27'27" W a distance of 334.21 feet, thence; S 21°27'23" W a distance of 70.11 feet, thence; S 22°27'49" E a distance of 76.19 feet, thence; S 42°08'05" W a distance of 223.90 feet, thence; S 45°03'45" E a distance of 49.65 feet, thence; S 02°18'49" E a distance of 59.00 feet, thence; S 50°52'34" W a distance of 87.51 feet, thence; S 20°16'34" W a distance of 208.66 feet, thence; S 36°31'58" W a distance of 131.13 feet, thence; S 80°03'38" W a distance of 43.11 feet more or less, to the West line of the East ¼ of the Southeast ¼ as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County.

ALSO, ALL OF GOV'T LOT 7, LYING SOUTHERLY OF THE RAILROAD RIGHT OF WAY AS CONVEYED BY DEED RECORDED APRIL 27th, 1909 IN VOL. 101 OF DEEDS, PAGE 470 AT AUDITORS FILE No. 40132, RECORDS OF GRAYS HARBOR COUNTY as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County, ALL OF WHICH BEING SITUATED IN SECTION 8, TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M.

ALSO, GOV'T LOTS 2,3,4,5,6,11,12,13 AND 14: THE WEST ¼ OF GOV'T LOTS 7 AND 10 AND THE WEST HALF OF GOV'T LOT 15, ALL OF WHICH BEING SITUATED IN SECTION 17, TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M. as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County

EXCEPT THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:

Commencing at the West ¼ corner of said Section 17, thence; S 86°06'46" E a distance of 205.94 feet, thence; East a distance of 845.00 feet to the true point of beginning, thence continuing East a distance of 755.00 feet, thence; North a distance of 475.00 feet, thence; East a distance of 623.25 feet, thence; Southerly along a curve to the right having a radius of 295.00 feet through a central angle of 180°00'00" and an arc distance of 926.77 feet, thence; West a distance of 623.25 feet, thence; South a distance of 685.00 feet, thence; West a distance of 755.00 feet, thence; North a distance of 800.00 feet to the true point of beginning as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County.



ALSO, EXCEPT THAT PORTION OF SAID SECTION 17, DESCRIBED AS FOLLOWS:

Beginning at the West ¼ corner of said section 17, thence; S 86°06'46" E a distance of 205.94 feet, thence; East a distance of 755.00 feet, thence; South a distance of 800.00 feet, thence; West a distance of 755.00 feet, thence; North a distance of 200.00 feet, thence; West a distance of 170.68 feet to the West line of said Section 17, thence; N 03°14'33" W along said West line a distance of 614.95 feet to the point of beginning as described in Quit Claim Deed recorded under Auditors File No. 1999-08200124 records of Grays Harbor County.

ALSO, EXCEPT THOSE PORTIONS OF SAID SECTIONS 8 AND 17, DESCRIBED AS FOLLOWS:

Commencing at the West 1/4 corner of said Section 8, thence; S 02°55'21" W along the west line of said Section 8 a distance of 2616.30 feet to the SW corner of said Section 8, thence; S 77°33'22" E a distance of 1523.79 feet, thence; N 05°41'29" W a distance of 241.83 feet to the true point of beginning, thence; continuing N 05°41'29" W a distance of 387.17 feet, thence; S 84°18'12" W a distance of 150.00 feet, thence; N 05°41'29" W a distance of 300.00 feet, thence; N 84°18'12" E a distance of 150.00 feet, thence; N 05°41'29" W a distance of 211.38 feet, thence; N 84°18'53" E a distance of 794.76 feet, thence; S 05°41'07" E a distance of 252.50 feet, thence; N 84°18'53" E a distance of 179.88 feet, thence; S 05°43'47" E a distance of 645.86 feet, thence; S 84°18'12" W a distance of 975.04 feet to the true point of beginning.



ALSO, EXCEPT THAT PORTION OF SAID SECTION 8, BEING A STRIP OF LAND 60 FEET IN WIDTH DESCRIBED AS FOLLOWS:

Commencing at the West ¼ corner of said Section 8, thence; S 02°55'21" W along the West line of said Section a distance of 2616.30 feet to the SW corner of said Section, thence; S 77°33'22" E a distance of 1523.79 feet, thence; N 55°00'39" E a distance of 1117.83 feet and the true point of beginning of the center line of said strip of land being described, thence; N 86°33'01" E a distance of 345.18 feet, thence; S 54°30'54" E a distance of 27.00 feet to a point on the Northerly margin of South Bank Road as described in an easement recorded under Auditors File No. 860701099, and the terminus point of said center line as described in Quit Claim Deed recorded under Auditors File No. 2003-18140046 records of Grays Harbor County.

All of which is situated in the county of Grays Harbor, State of Washington.



Note:

The Boundary Line Adjustment (Case 20050531) between these properties (parcels 170608340010, 170617210010, 170608310010, and 170617200010) is further shown at Surveys Volume 26 Page 44 recorded under Auditor's File #2005-06070132 on June 7, 2005.

Draft Only



AFTER RECORDING, RETURN TO
Bonneville Power Administration
TRT-TPP-4
P.O. BOX 61409
VANCOUVER, WA 98666-1409

162825

REAL ESTATE EXCISE TAX
EXEMPT TRANSACTION
RONALD A. STRABBING, TREASURER
Grays Harbor County, Montesano, WA

By J. Haffm Date 8-14-03

Legal description: Portions of Sections 8, 17, and 18, Township 17 North, Range 6 West; and Sections 13, 14, and 15, Township 17 North, Range 7 West, all in the W.M., Grays Harbor County, Washington, more particularly described in Exhibits A, B, C, D, E, F, G, H, I, and J. (Affects Assessor's Parcels 170608340010, 170608310010, 170617200010, 170617210010, 170617310010, 170715110070, 170715120010, 170714240010, 170715110020, 170713110030, 170618230010)

EL60275

Draft Only

Tract Nos: SATS-SS-1; SATS-SAR-1 (Fee)
SATS-RF-1 (Easement)
SATS-BP-1; SATS-BP-2 (Easement)
AEA-26-A-1 (Easement)
30A-29-AR-3, P.1, P.2, P.3, and P.4 (Easement)
O-Cos-26-A-42R (Easement)

WARRANTY DEED
Fee and Easement

BY AND FOR THE CONSIDERATION as described in the Purchase and Sale Agreement recorded in Grays Harbor County, Washington on August 2, 1999, recording number 1999-0802006, and for mutual benefits to both parties ENERGY NORTHWEST, a Washington Municipal Corporation, which acquired title as Washington Public Power Supply System and GRAYS HARBOR PUBLIC DEVELOPMENT AUTHORITY, a public corporation, as their interests may appear, the Grantors whether singular or plural, do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, and its assigns, the fee title to the following described parcels of land in the County of Grays Harbor in the State of Washington, to wit:

As described in Exhibits A (SATS-SS-1) and B (SATS-SAR-1), attached hereto and by this reference made a part hereof.

The Grantors also hereby grant and assign to the United States perpetual easements and rights-of-way for electric power transmission purposes, in, upon, over, across, and under a strip of land variable in width in part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West, as described in Exhibit C (AEA-26-A-1), and as described in Exhibit J (O-Cos-26-A-42R), attached hereto and by this reference made a part hereof (both affect Tax Lot 170608310010). These grants shall include the right in perpetuity to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, vegetation, and fire hazards, provided however, that vegetation and fire hazards shall not include agricultural crops; and the right to remove danger trees, if any, located beyond the limits of said right-of-way. All such trees, brush, vegetation, structures, and fire-hazards presently on the right-of way, or danger trees located beyond the limits of said right-of-way, shall become the property of the United States on the date of signing of this Warranty Deed and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way, and danger trees located beyond the limits of said right-of-way, shall be and remain in the United States. The consideration of this Warranty Deed shall be full compensation for all damages incidental to the exercise of any of the rights above-described.

The Grantors also hereby grant and assign to the United States a perpetual easement for beam path purposes in, upon, over, and across a strip of land 80 feet wide, in Government Lots 2, 6, and 7 of Section 17; and the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West, as described in Exhibit D (SATS-BP-1), attached hereto and by this reference made a part hereof (affects Tax Lots 170617200010, 170617310010, 170608310010, and 170608340010) as well as a perpetual easement for beam path purposes in, upon, over, and across a strip of land 80 feet wide, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West, as described in Exhibit E (SATS-BP-2), attached hereto and by this reference made a part hereof (affects Tax Lot 170608310010). The grant shall include the right in perpetuity to clear and to keep clear the easement area of all trees, timber, and man-made structures, together with the right of ingress and egress.

The Grantors also hereby grant and assign to the United States a perpetual easement for a microwave passive reflector mounted to the nuclear plant cooling tower within Satsop Development Park, formerly known as the Washington Public Power Supply System (WPPSS) Nuclear Project No. 3, located in Government Lots 6 and 7 of Section 17, Township 17 North, Range 6 West, together with the right to access said microwave passive reflector in, upon, over, and across Government Lots 6, 7, 10, and 11 in said Section 17, as described in Exhibit F (SATS-RF-1), attached hereto and by this reference made a part hereof. (Affects Tax Lots 170617310010 and 170617200010.) The grant shall include the right in perpetuity to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and replace the microwave passive reflector mounted to the said cooling tower, together with the present and future right to access said microwave passive reflector.

The Grantors also hereby grant and assign to the United States a perpetual easement for access road and utility purposes in, over, upon, and along existing roads over and across the following parcels:

30A-29-AR-3,P.1 – A portion of Government Lots 3, 4, 6, and the old channel of the Chehalis River in Section 15, and the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 14, Township 17, North, Range 7 West, Willamette Meridian, Grays Harbor County, Washington, as shown on Exhibit G. (Affects Tax Lots 170715110070, 170715120010, 170715110020, and 170714240010);

30A-29-AR-3,P.2 – A portion of SW $\frac{1}{4}$ NE $\frac{1}{4}$, Government Lots 6 and 5, and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Government Lot 2 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 17 North, Range 7 West, Willamette Meridian, Grays Harbor County Washington as shown on Exhibit H. (Affects Tax Lots 170714240010, and 170713110030);

30A-29-AR-3,P.3 - A portion of NW $\frac{1}{4}$ NE $\frac{1}{4}$, and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13, Township 17 North, Range 7 West, Willamette Meridian, Grays Harbor County, Washington, as shown on Exhibit I. (Affects Tax Lot 170713110030);

30A-29-AR-3,P.4 - A portion of Government Lots 5 and 6 of Section 18, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, as shown on Exhibit I. (Affects Tax Lot 170618230010).

The grant shall include the right in perpetuity to enter and to locate, construct, use, maintain, repair and reconstruct the roads, together with cuts and fills as needed; and together with the right to place utilities within the easement area. The access may be used for access to and from any existing or future facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

The rights granted herein are subject to easements of record and mineral rights of third parties.

TO HAVE AND TO HOLD the said parcels of land unto the UNITED STATES OF AMERICA and its assigns, forever.

Grantors covenant with the UNITED STATES OF AMERICA that the Grantors are lawfully seized and possessed of the said parcels of land; have good and lawful right and power to sell and convey the same; that the same is free and clear of all encumbrances not excepted herein; and that the Grantors will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantors and upon the assigns of the United States.

The lands described herein are acquired for the Bonneville Power Administration.

Accepted for the
UNITED STATES OF AMERICA 10/10/02
Date

By: John R. Conger
Ann H. Chasson

Title: 9-9-02
Mgr, Real Property Svcs

For: ENERGY NORTHWEST,
A WASHINGTON MUNICIPAL
CORPORATION 9/18/2002
Date

By: Joseph V. Pauer
CEO

By: _____

Title: _____

For: GRAYS HARBOR PUBLIC
DEVELOPMENT AUTHORITY
A PUBLIC CORPORATION 9-9-02
Date

By: Jamie G. Garrison

Title: President/CEO

By: _____

Title: _____

Tract Nos: SATS-SS-1; SATS-SAR-1 (Fee)
SATS-RF-1 (Easement)
SATS-BP-1; SATS-BP-2 (Easement)
AEA-26-A-1 (Easement)
3OA-29-AR-3, P.1, P.2, P.3, and P.4 (Easement)
O-Cos-26-A-42R (Easement)

Draft Only

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington
County Clark) ss

On this 10th day of OCTOBER, 2002, before me personally
appeared John Couger, known to me or

proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the Manager, Real Property Services, Bonneville
Power Administration

acknowledged to me that he he executed the same freely and voluntarily in such capacity; and on
oath stated that he he was authorized to execute said instrument in such official or representative
capacity.



Karen Sherrill
Notary Public in and for the
State of Washington
Residing at Vancouver, WA
My commission expires 2/28/06

BPA OCTOBER 2001

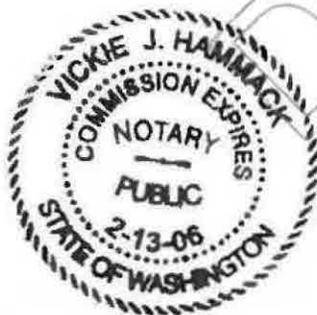
CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County of Benton) ss.

On this 8th day of August, 2002, before me personally appeared Joseph V. Paul

known to me, or proved to me on the basis of satisfactory evidence, to be the CEO of the corporation that executed the within instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation; acknowledged to me that such corporation executed the same; 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 he is authorized to execute said instrument and that seal, if any, affixed is the corporate seal of said corporation.



Vickie J. Hammack
Notary Public in and for the
State of Washington
Residing at Kennecott
My commission expires 2-13-06

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
 County of Grays Harbor) ss.
 On this 9th day of September, 2002, before me personally
 appeared Tami L. Garrow
 known to me, or proved to me on the basis of satisfactory evidence, to be the CEO
 _____ of the corporation that executed the within
 instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf
 of the corporation; acknowledged to me that such corporation executed the same; 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 she is authorized to execute
 said instrument and that seal, if any, affixed is the corporate seal of said corporation.

NOTARY PUBLIC
STATE OF WASHINGTON
SANDRA J. DeLOE
 My Appointment Expires Nov. 15, 2005

Sandra J. DeLoe
 Notary Public in and for the
 State of Washington
 Residing at Montrose
 My commission expires 11/15/05

SATS-SS-1

A tract of land located in the Southeast quarter of the Southwest quarter of Section 8 and Government Lots 2 and 3 of Section 17, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Commencing at the west one quarter corner of said Section 8 as monumented by a 2 inch iron pipe as shown on Record of Survey, Volume 11, Page 132; Thence S.02°55'21"W, along it's West line, a distance of 2616.30 feet to the Southwest corner of said Section 8 as monumented by a Department of Natural Resources concrete monument as shown on Record of Survey, Volume 11, Page 132; Thence S.77°33'22"E, a distance of 1523.79 feet to the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation as monumented by a BPA concrete monument and the true point of beginning; Thence N.05°41'29"W, a distance of 1005.38 feet to a BPA Concrete Monument; Thence N.84°18'53"E, a distance of 794.75 feet to a BPA concrete monument; Thence S.05°41'07"E, a distance of 272.40 feet to an iron bar; Thence N.84°18'53"E, a distance of 180.00 feet to an iron bar; Thence S.05°43'47"E, a distance of 352.98 feet to a BPA concrete monument; Thence S.84°17'04"W, a distance of 115.07 feet to a BPA concrete monument; Thence S.19°14'23"E, a distance of 36.90 feet to an iron bar; Thence S.08°26'02"E, a distance of 131.70 feet to an iron bar; Thence S.13°35'57"W, a distance of 45.03 feet to a BPA concrete monument; Thence S.48°15'14"W, a distance of 321.95 feet to an iron bar; Thence N.77°32'49"W, a distance of 62.77 feet to a BPA concrete monument; Thence S.84°18'41"W, a distance of 540.03 feet to the true point of Beginning. Together with and subject to easements, restrictions, reservations and covenants of record.

Bearings are in reference to the Washington Coordinate System, South Zone.

Containing 19.98 acres, more or less.

SATS-SS-1

EXHIBIT A



SATS-SAR-1

A strip of land 60 feet wide for an existing access road constructed over and across portions of the SE1/4SW1/4 and SW1/4SE1/4 of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, lying Easterly of the Bonneville Power Administration (BPA) Satsop Substation, Tract SATS-SS-1. The boundaries of said road lie 30 feet on each side of and parallel with the following described centerline:

Commencing at the west one quarter corner of said Section 8 as monumented by a 2 inch iron pipe as shown on Record of Survey, Volume 11, Page 132; Thence S.02°55'21"W, along it's West line, a distance of 2616.30 feet to the Southwest corner of said Section 8 as monumented by a Department of Natural Resources concrete monument as shown on Record of Survey, Volume 11, Page 132; Thence S.77°33'22"E, a distance of 1523.79 feet to the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation as monumented by a BPA concrete monument; Thence N.55°00'39"E, a distance of 1117.83 feet to a point on the Easterly boundary of said BPA Satsop Substation and the True Point of Beginning of the centerline being described; Thence N.86°33'01"E, a distance of 345.18 feet; Thence S.54°30'54"E, a distance of 27.00 feet to a point on the northerly margin of South Bank Road as described in an easement recorded under Auditor's File No. 860701099, and the terminus point of said centerline description. Together with and subject to easements, restrictions, reservations and covenants of record.

Bearings are in reference to the Washington Coordinate System, South Zone.

Containing 0.5 acre, more or less.

SATS-SAR-1

EXHIBIT B



PACIFIC TITLE

56.00 MULTI

2003-08140041

Page: 8 of 18

08/14/2003 03:22

Grays Harbor C

AEA-26-A-1

A strip of land variable in width over and across part of the S1/2SE1/4 and that portion of the SE1/4SW1/4 of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, lying Easterly of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract SATS-SS-1. The Northerly boundary of said strip is coincident with the Southerly boundary of existing BPA Olympia--Aberdeen No.2 right-of-way. The Southerly boundary of said strip lies 52.5 feet southerly of and parallel with the survey line as monumented on the ground for the BPA Olympia--Satsop No.5 Transmission Line and is described with reference to the Washington Coordinate System South Zone, as follows:

Beginning at a BPA monument at survey station 1060+50 of the BPA Olympia--Aberdeen No.5 Transmission Line, in the SW1/4SW1/4 of Section 9, said Township and Range, bearing N.83°23'10"E a distance of 5681.4 feet from the Southwest corner of said Section 8, evidenced by a 12 inch cedar tree and east fence; Thence S.81°58'14"W a distance of 3242.6 feet to equation station 1092+92.6 back = 1092+88.0 ahead; Thence S.82°00'57"W a distance of 10.7 feet to station 1092+98.7, a point on the East boundary of said Substation site, bearing N.05°41'48"W a distance of 52.5 feet from the most easterly southeast corner of said site.

Excepting therefrom all of that portion of said strip lying easterly of a line as described in Volume 171 of General, Page 839, records of said county, and that portion of said strip which fall within the boundaries of said substation entrance road being BPA Tract SATS-AR-1.

The above described strip contains 7.1 acres, more or less.

EXHIBIT C



SATS-BP-1

An easement for a beam path over and along a strip of land 80 feet wide, over and across a part of Government Lot 2, Government Lot 7, Government Lot 6 of Section 17, the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. Said easement shall be effective within a cylinder having a radius of 40 feet located over and above said strip of land. The boundaries of said strip of land are located 40 feet on each side of and parallel with the centerline described with reference to the Washington Coordinate System, South Zone, as follows:

Commencing at Station 0+00.0 at the center of the BPA Satsop Substation Microwave Tower, a point which bears S.71°56'49"E, a distance of 871.6 feet from the Northwest corner of the BPA Satsop Substation Site, being BPA Tract No. SATS-SS-1, said Northwest corner evidenced by a BPA monument; thence S.8°25'50"W, a distance of 674.8 feet to a point on the southerly boundary of said BPA Satsop Substation Site at Station 6+74.8, said point being the True Point of Beginning of said strip of land; thence continuing S.8°25'50"W, a distance of 1877.6 feet to the center of a passive reflector mounted to the cooling tower for the Washington Public Power Supply System Nuclear Project No. 3 at Station 25+52.4; thence N.14°46'16"E, a distance of 4792 feet to a point on the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 at Station 73+44, said point being the terminus of said strip of land; thence continuing N.14°46'16"E, to the BPA South Mountain Radio Station Site.

EXHIBIT D



The elevation of the axis of the cylinder at Station 0+00.0 to be elevation 366 feet above mean sea level, said elevation being the phase center of the microwave antenna. The elevation of the axis of the cylinder at Station 25+52.4 to be elevation 859 feet above mean sea level, said elevation being the vertical center of said passive reflector. The elevation of the axis of the cylinder at Station 73+44 on said North line to be elevation 932 feet above mean sea level.

Said elevations described herein are expressed in terms of the United States Coast and Geodetic Survey Datum of 1929 as of the date of this instrument and are based upon the top of concrete of the most northerly concrete footing of said BPA Satsop Substation Microwave Tower having an elevation of 307.5 feet above mean sea level.

SATS-BP-1 contains 12.2 acres, more or less.

Page 2 of 2

EXHIBIT D

SATS-BP-1



PACIFIC TITLE

68.88 MULTI

2003-08140046

Page: 12 of 19

08/14/2003 04:22P

Grava Harbor Co

SATS-BP-2

An easement for a beam path over and along a strip of land 80 feet wide, over and across a part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. Said easement shall be effective within a cylinder having a radius of 40 feet located over and above said strip of land. The boundaries of said strip of land are located 40 feet on each side of and parallel with the centerline described with reference to the Washington Coordinate System, South Zone, as follows:

Commencing at Station 0+00.0 at the center of the BPA Satsop Substation Microwave Tower, a point which bears S.71°56'49"E, a distance of 871.6 feet from the Northwest corner of the BPA Satsop Substation Site, being BPA Tract No. SATS-SS-1, said Northwest corner evidenced by a BPA monument; thence S.89°38'40"E, a distance of 178.2 feet to a point on the easterly boundary of said BPA Satsop Substation Site at Station 1+78.2, said point being the True Point of Beginning of said strip of land; thence continuing S.89°38'40"E a distance of 1552 feet to a point in the centerline of Purgatory Creek at Station 17+30, said point being the terminus of said strip of land; thence continuing S.89°38'40"E to the BPA Capitol Peak Radio Station Site.

The elevation of the axis of the cylinder at Station 0+00.0 to be elevation 366 feet above mean sea level, said elevation being the phase center of the microwave antenna. The elevation of the axis of the cylinder at Station 17+30 to be elevation 416 feet above mean sea level.

Said elevations described herein are expressed in terms of the United States Coast and Geodetic Survey Datum of 1929 as of the date of this instrument and are based upon the top of concrete of the most northerly concrete footing of said BPA Satsop Substation Microwave Tower having an elevation of 307.5 feet above mean sea level.

SATS-BP-2 contains 2.9 acres, more or less.

SATS-BP-2

EXHIBIT E



2003-081400
Page: 13 of 18
08/14/2003 04:2
Grays Harbor

SATS-RF-1

A tract of land, to be used as an easement for a microwave passive reflector mounted to the cooling tower for the Washington Public Power Supply System (WPPSS) Nuclear Project No. 3, lying in Government Lot 6 and Government Lot 7 of Section 17, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. The boundaries of said tract are described with reference to the Washington Coordinate System, South Zone, as follows:

Commencing at the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract No. SATS-SS-1, evidenced by a BPA monument; thence N.5°41'48"W, a distance of 1005.4 feet to the Northwest corner of said BPA Satsop Substation Site, evidenced by a BPA monument; thence S.71°56'49"E, a distance of 871.6 feet to the center of the Satsop Substation Microwave Tower; thence S.8°25'50"W, a distance of 2552.4 feet to said microwave passive reflector; thence N.45°00'W, a distance of 70.7 feet to the True Point of Beginning; thence East a distance of 100.0 feet; thence South a distance of 100.0 feet; thence West a distance of 100.0 feet; thence North a distance of 100.0 feet to the True Point of Beginning.

Together with the right to access said microwave passive reflector over and across government lots 6, 7, 10, and 11 of said Section 17.

SATS-RF-1 contains 0.3 acres, more or less.

SATS-RF-1

EXHIBIT F



PACIFIC TITLE

00.00 MULTI

2003-08140046
Page: 14 of 19
08/14/2003 04:22P
Grays Harbor Co

SECS 15 & 14 T17N R7W W1
 GRAYS HARBOR COUNTY, WASHINGTON

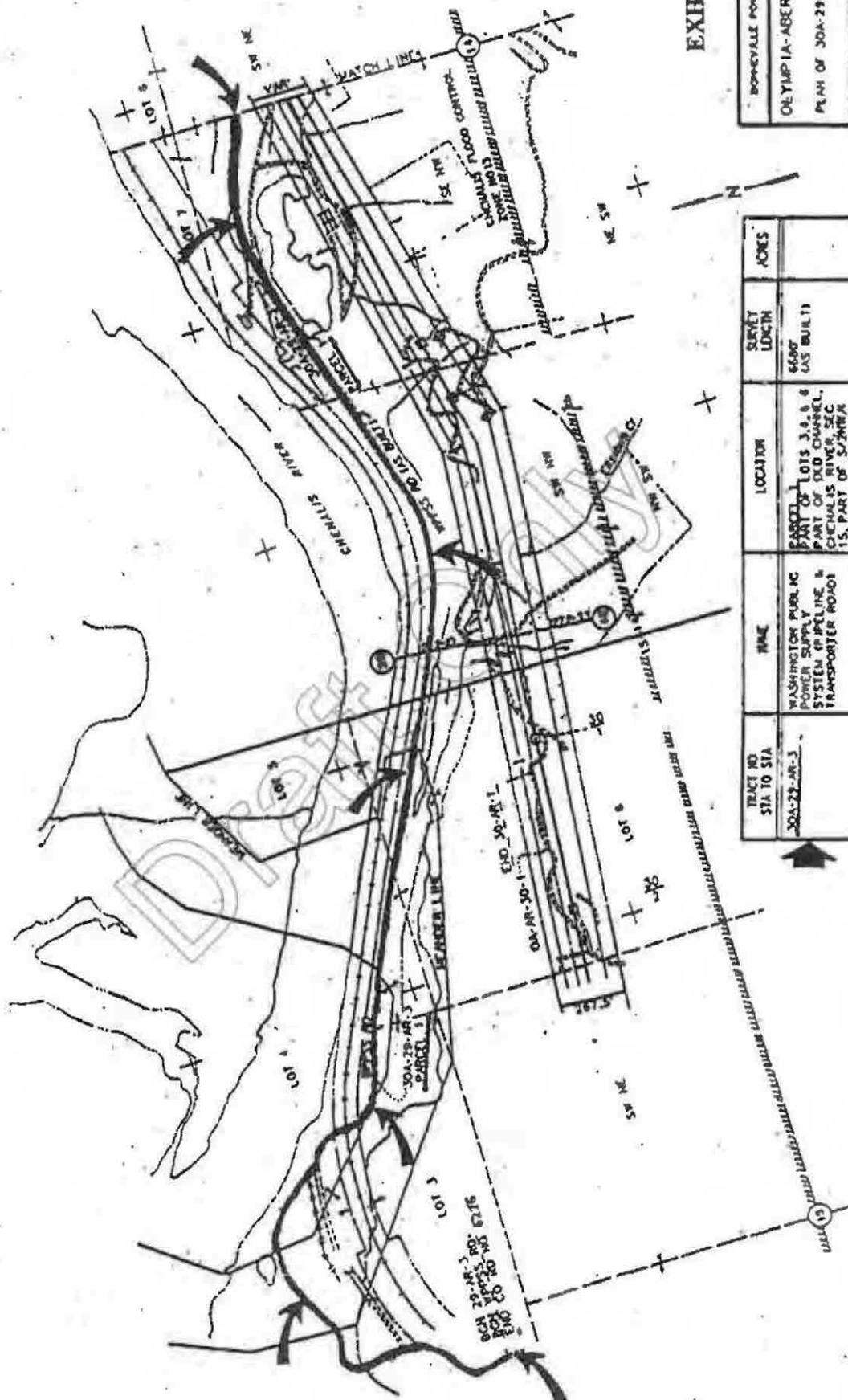
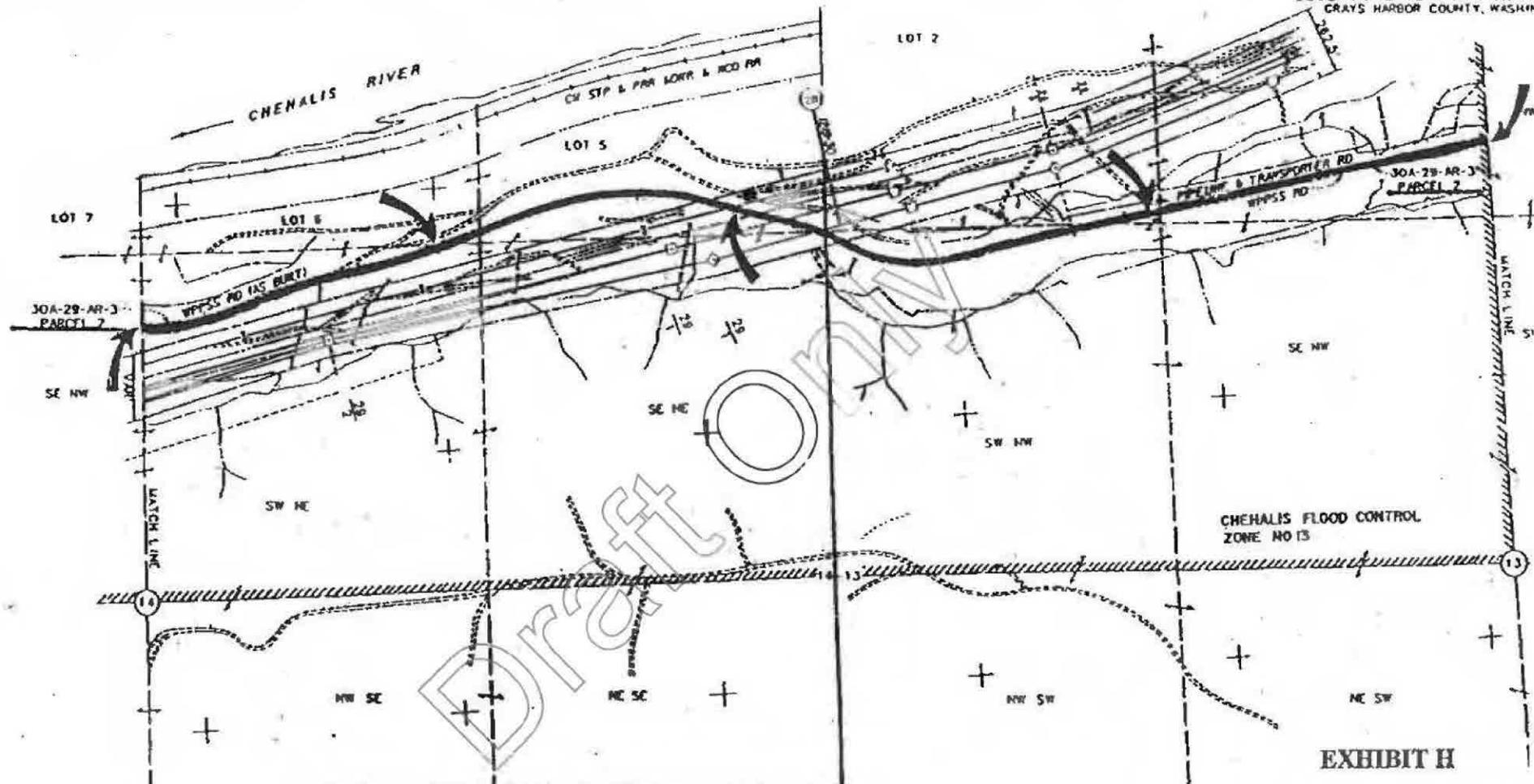


EXHIBIT G

BOZEMAN POWER ADMINISTRATION
 OLYMPIA-ABERDEEN NO 3
 PLAN OF JOA-29-AR-3 (WPPSS)
 159674 EFGA1 1

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LOCN	ACRES
JOA-29-AR-3	WASHINGTON PUBLIC POWER SUPPLY SYSTEM PIPELINE & TRANSPORTER ROAD	PART OF LOTS 3, 4, 5, 6 PART OF OLD CHANNEL, CHENALIS RIVER, SEC 15, PART OF S1/4E1/4 SEC 14	6690 AS BUILT	



PARCEL NO STA TO STA	NAME	LOCATION	SURVEY EVALUATION
3-30A-29-AR-3 PARCEL 2	WASHINGTON PUBLIC POWER SUPPLY SYSTEM (PIPELINE & TRANS- PORTER ROAD)	PARCEL 2 PART OF SW/4NE/4, PART OF LOT 6, PART OF LOT 5, PART OF SE/4NE/4 SEC 14, PART OF SW/4NW/4, PART OF LOT 2, PART OF NE/4NW/4 SEC 13	5350' (AS BUILT)

EXHIBIT H

BORNEVILLE POWER ADMINSTR			
OLYMPIA-ABERDEEN NO			
PLAN OF 30A-29-AR-3 (WPPSS)			
159674	EFG	A1	2

SECS 13 & 18 T17N R6 & 7W W
 GRAYS HARBOR COUNTY, WASHINGTON

TRAIL NO STA. TO STA.	NAME	LOCATION	SURV LENG
30A-29-AR-3	WASHINGTON PUBLIC POWER SUPPLY SYSTEM PIPELINE & TRANSPORTER ROAD	PARCEL 3 PART OF NW/4E/4, PART OF E/2NE/4 SEC 13, PARCEL 4 PART OF LOTS 5 & 6 SEC 18.	2800' (AS BU)
			980' (AS BU)

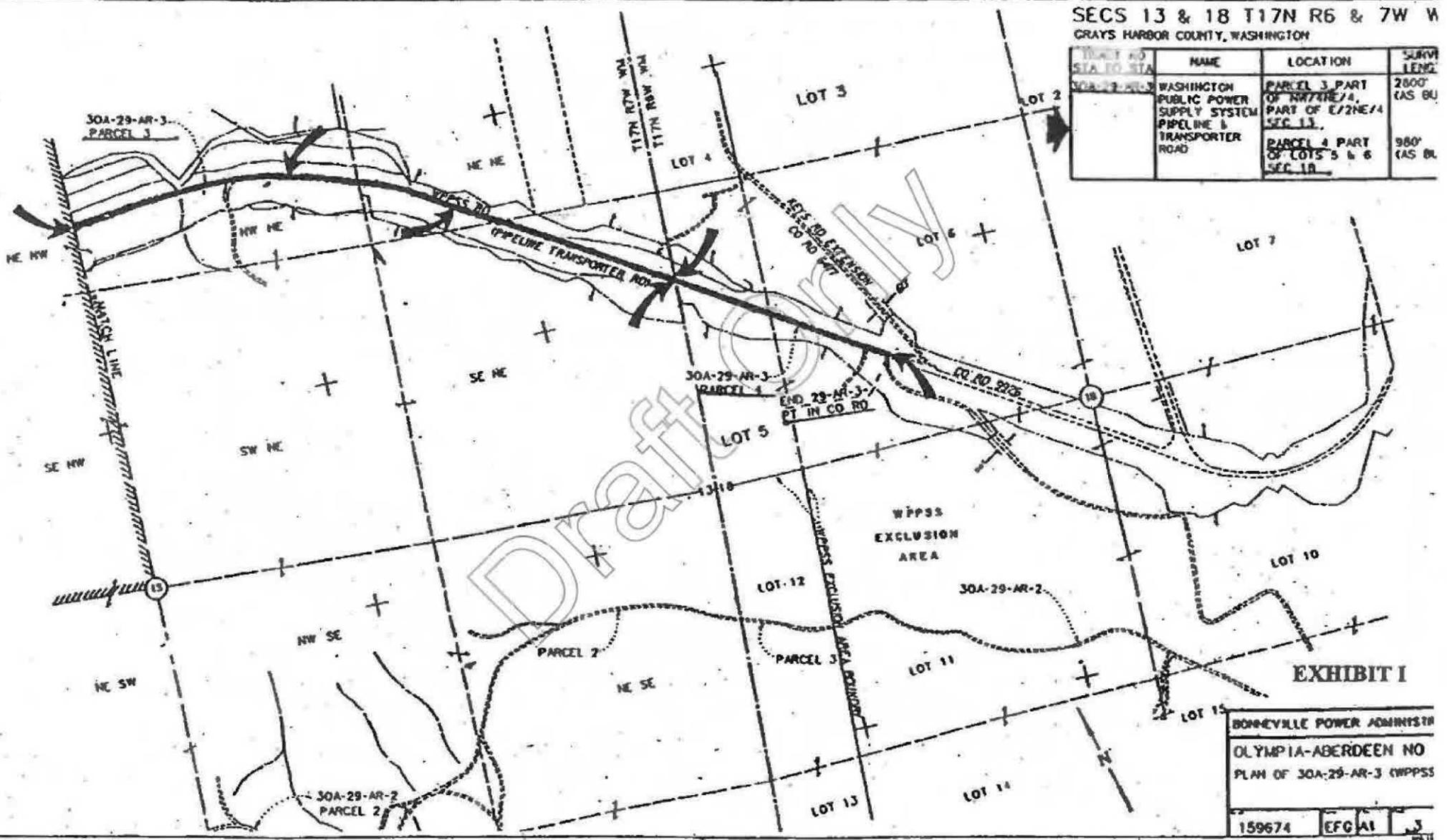


EXHIBIT I

BORNEVILLE POWER ADMINSTR
 OLYMPIA-ABERDEEN NO
 PLAN OF 30A-29-AR-3 (WPPSS)

159674 EFG AI 3

O-Cos-26-A-42R

A right of way variable in width, over, across, upon, and/or adjacent to the SW1/4SE1/4 and the SE1/4SW1/4 of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, for the partial relocation of the Bonneville Power Administration (BPA) Olympia-Cosmopolis Transmission Line. Said variable width right of way is bounded on the south (left) by the northerly limit of the existing BPA Olympia-Cosmopolis Transmission Line right of way as described in Volume 286, Page 339, deed records of said County. The northerly, easterly and westerly boundary of said variable width right of way is 50.0 feet to the right of and parallel with the relocated Olympia-Cosmopolis Transmission Line centerline. Said relocated centerline being more particularly described as follows:

Beginning at BPA Olympia-Cosmopolis Transmission Line survey station 1089+00, bearing S.84°19'W along the survey line of the existing easement as referenced above, a distance of 7455.7 feet from survey station 1014+44.3, a point on the east line of Section 9, said Township and Range, bearing S.01°14'W, a distance of 861.1 feet from the east quarter corner of said Section 9 as described in said Volume 286, Page 339; thence N.84°05'11"W, a distance of 341.37 feet to survey station 1092+41.37; thence S.85°45'41"W, a distance of 394.37 feet to survey station 1096+35.74; thence N.04°14'17"W, a distance of 109.72 feet to survey station 1097+45.46; thence S.84°26'38"W, a distance of 536.82 feet to survey station 1102+82.28; thence S.10°32'18"W, a distance of 237.06 feet to survey station 1105+19.34, a point in said Satsop Substation and the end of this relocation; thence S.88°38'58"W, a distance of 505.38 feet to a point on said existing BPA Olympia-Cosmopolis survey line bearing S.84°19'W, from the point of beginning.

EXCEPT for those portions that fall within said existing transmission line right of way described in Volume 286, Page 339 and within the boundaries of the existing BPA Satsop Substation Site described as SATS-SS-1 on page 26 of 45 of Statutory Warranty Deed, Recording 1999-08120031 records of said County.

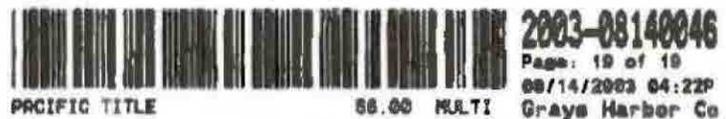
Tract O-Cos-26-A-42R contains 2.4 acres more or less.

Draft Only

O-Cos-26-A-42R

Page 2 of 2

EXHIBIT J



PACIFIC TITLE

88.00 MULTI Grays Harbor Co

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made and entered into this 4th day of May, 2001, between Grays Harbor Public Development Authority (PDA) and the United States of America, acting through the Department of Energy, Bonneville Power Administration (BPA),

WHEREAS:

- A. The parties desire to exchange certain properties in Grays Harbor County, Washington, over which they have ownership or control; and
- B. BPA has control of certain property known as Satsop Substation by virtue of a Purchase and Sale Agreement between Washington Public Power Supply System (WPPSS) and BPA; and
- C. BPA has constructed on such property an operating substation, with sufficient land to expand the substation for future needs; and
- D. WPPSS is required to remove title encumbrances in order to fulfill the requirements of the Purchase and Sale Agreement and allow for fee transfer of the property to BPA by December 30, 2001; and
- E. PDA desires to have ownership of a portion of BPA's Satsop Substation as delineated in Exhibit A, attached hereto and by this reference made a part hereof. In accordance with the above referenced Purchase and Sale Agreement, this property can be reverted to WPPSS's successor in interest by payment of fair market value of the land; and
- F. BPA can accommodate PDA's desires as long as BPA receives equivalent land free of easements and encumbrances that are not compatible with construction of a substation, and hazardous waste; and
- G. As the accommodation will be an even exchange of land, no cash payment to BPA will be required; and
- H. At the Request of the PDA, Grays Harbor County plans to build a new county road (relocation of Lambert Road) which will cross the BPA Satsop Substation site in a portion of the site which BPA is willing to transfer to PDA; and
- I. Grays Harbor County needs immediate access to said property to relocate Lambert Road.

NOW THEREFORE:

1. In order to accommodate the real estate needs of the PDA at the Satsop Development Park, BPA and the PDA are willing to provide an even exchange of property as delineated on Exhibit A, attached hereto and by this reference made a part of.
2. The PDA will transfer fee ownership by Warranty Deed of property on the north side of the substation, as identified for substation expansion and transmission line corridor. At the time of the transfer said property will be free of pipeline easement, county road right-of-way rights, and any other encumbrances deemed by BPA to be unacceptable. The areas to be transferred are depicted on drawing marked Exhibit A ,

and will be equivalent in acreage to the property to the South being exchanged by BPA.

3. A perpetual easement and construction of the intersection for the substation access road designed to meet BPA standards, will be provided from the new alignment of Lambert Road to BPA's fee substation access parcel as described as Tract SATS-AR-1 in Purchase and Sale Agreement dated February 26, 1999.
4. The PDA will grant BPA a perpetual access easement across the portion of the existing South Bank Road, lying to the north, west and east sides of the BPA substation that will be vacated by Grays Harbor County. The PDA will survey and provide legal descriptions to BPA for use in the easement documents.
5. The PDA will survey, monument, and file a Record of Survey Map with Grays Harbor County to meet all County platting requirements. Prior to submittal to Grays Harbor County BPA will review and approve. All cost for these requirements will be borne solely by the PDA.
6. The PDA will prepare an Environmental Land Audit to determine the presence of any hazardous material for all portions of property, depicted on Exhibit A and described in Exhibits B, C, D and E, attached hereto and by this reference made a part hereof, prior to transfer. Any hazardous material found on the property will be cleaned up to regulatory levels prior to the transfer. All costs for said Audit and cleanup will be borne solely by the PDA.
7. BPA will prepare an Environmental Land Audit for the segment of property to be transferred to the PDA as depicted in Exhibit A and described in Exhibit F, attached hereto and by this reference made a part hereof. Any hazardous material found on the property will be cleaned up to regulatory levels prior to the transfer. All cost for said Audit will be borne solely by the BPA. Costs for any cleanup required will be borne by BPA.
8. BPA will quit claim their interest in the property, depicted in Exhibit A and described in Exhibit F.
9. BPA will reserve easement rights over the property over the portion of property on Exhibit A that it will Quit Claim to the PDA for its beam paths and waterline. The locations will be delineated in the conveyance documents.
10. At the time of the signing of this agreement BPA will issue a Permit to the PDA for the realignment and construction of Lambert Road.
11. Both parties will exchange drainage easements, as deemed necessary by both parties, to carry and remove storm water. Materials to be used and location of said drainage facilities that affect BPA property will be reviewed and approved prior to installation.

All existing non-drainage utilities on the property that currently is or will be held by BPA will be permitted by way of a Land Use Agreement issued by BPA. The PDA fully understands that these utilities may have to be removed at a latter date at their expense. BPA will give the PDA written notice 120 days prior the date removal will be required. Access/maintenance roads on the north and west sides of the property that will be held by BPA will be permitted to the PDA by way of this same Land Use Agreement. BPA reserves the right to re-route these access roads on BPA property at no expense to the PDA.

Time Schedule:

Surveying and monumentation of the boundaries as described in exhibits B, C, D, E and F will be completed 30days from the date of this signing. Record of Survey will be recorded and filed with the Grays Harbor County Auditor within 90 days of Survey. Property transfer will be completed on or before December 30, 2001.

Signature Charles But Date 5/4/01
Grays Harbor Public Development Authority

Signature Warne Julian Date 5/7/01
Bonjeville Power Administration

Attachments (6)

SEC 8 T17N R6W WM
 GRAYS HARBOR COUNTY, WASHINGTON

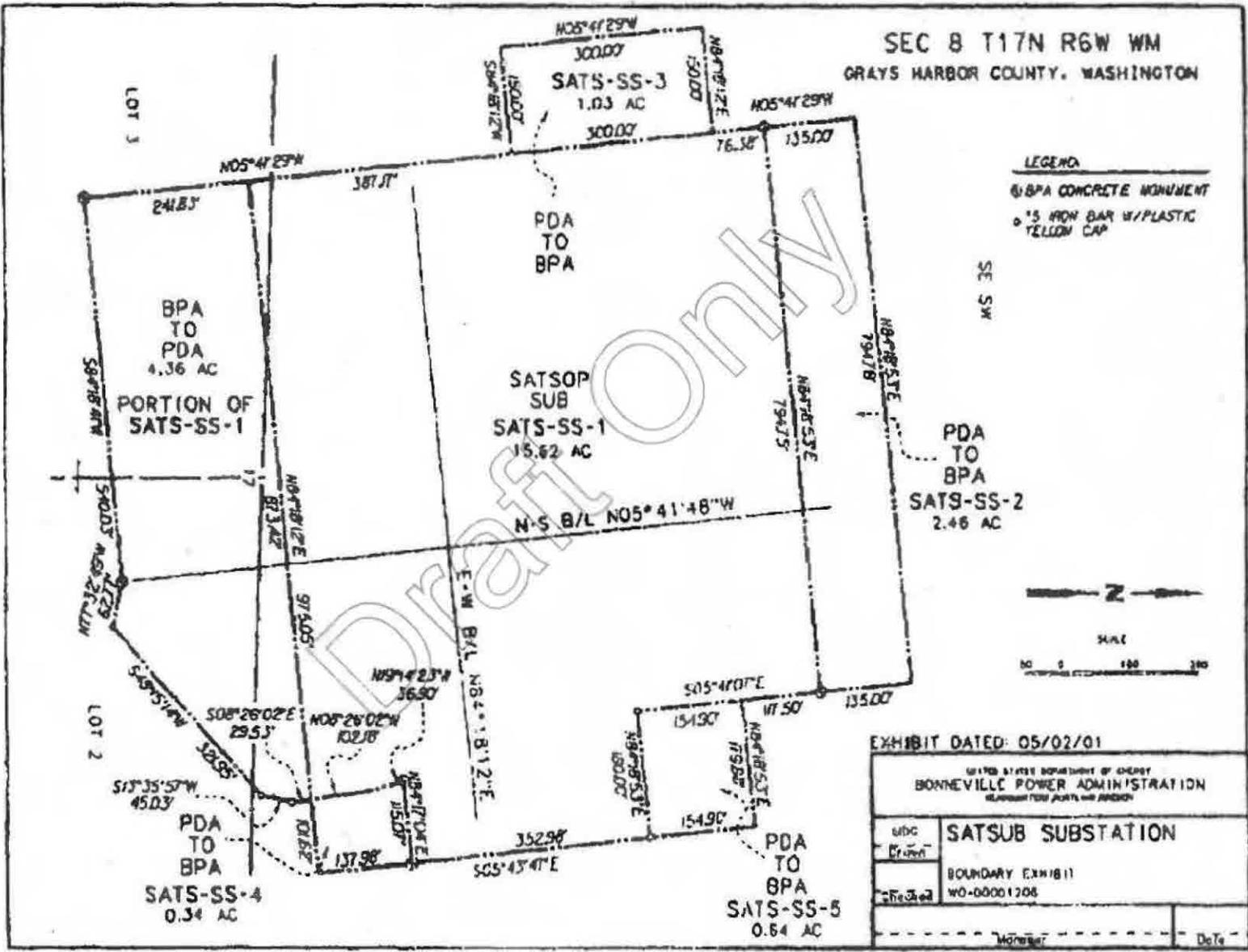


EXHIBIT A

**Tract No. SATS-SS- 2
Parcel from PDA to BPA**

A parcel of land in the southeast quarter of the southwest quarter of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Commencing at the most north northeast corner of the Bonneville Power Administration (BPA) Satsop Substation Site, described as SATS-SS-1 on page 26 of 45 of Statutory Warranty Deed, Recording 1999-00120031 records of said County, referenced by a BPA monument; thence S.84°18'53"W. along the north boundary of said site a distance of 794.75 feet to a BPA monument at the northwest corner of said site; thence leaving said boundary, N.05°41'29"W, extending the west boundary of said site a distance of 135.00 feet; thence N.84°18'53"E. parallel with the north boundary of said site a distance of 794.76 feet; thence S.05°41'07"E. a distance of 135.00 feet to the true point of beginning.

The said parcel of land contains 2.46 acres, more or less.

EXHIBIT B

**Tract No. SATS-SS- 3
Parcel from PDA to BPA**

A parcel of land in the south half of the southwest quarter of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Commencing at the northwest corner of the Bonneville Power Administration (BPA) Satsop Substation Site, described as SATS-SS-1 on page 26 of 45 of Statutory Warranty Deed, Recording 1999-00120031 records of said County, referenced by a BPA monument; thence S.05°41'29"E., along the west boundary of said site a distance of 76.38 feet to the true point of beginning; thence continuing S.05°41'29"E., along said west boundary a distance of 300.00 feet; thence leaving said boundary, S.84°18'12"W a distance of 150.00 feet; thence N.05°41'29"W., parallel with the west boundary of said site a distance of 300.00 feet; thence N.84°18'12"E a distance of 150.00 feet to the true point of beginning.

The said parcel of land contains 1.03 acres, more or less.

EXHIBIT C

**Tract No. SATS-SS- 4
Parcel from PDA to BPA**

A parcel of land in the southeast quarter of the southwest quarter of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Commencing at the most north northeast corner of the Bonneville Power Administration (BPA) Satsop Substation Site, described as SATS-SS-1 on page 26 of 45 of Statutory Warranty Deed, Recording 1999-00120031 records of said County, referenced by a BPA monument; thence along the boundary of said site the following courses; S.05°41'07"E. a distance of 272.40 feet; thence N.84°18'53"E. a distance of 180.00 feet; thence S.05°43'47"E. a distance of 352.98 feet to the true point of beginning; thence leaving said boundary and continuing S.05°43'47"E. a distance of 137.98 feet; thence S.84°18'12"W. a distance of 101.62 feet to a point on the easterly boundary of said site; thence along the boundary of said site the following courses; N.08°26'02"W. a distance of 102.18 feet; thence N.19°14'23"W. a distance of 36.90 feet; , thence N.84°17'04"E site a distance of 115.07 feet to the true point of beginning.

The said parcel of land contains 0.34 acres, more or less.

EXHIBIT D

Tract No. SATS-SS- 5
Parcel from PDA to BPA

A parcel of land in the southeast quarter of the southwest quarter of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Commencing at the most north northeast corner of the Bonneville Power Administration (BPA) Satsop Substation Site, described as SATS-SS-1 on page 26 of 45 of Statutory Warranty Deed, Recording 1999-00120031 records of said County, referenced by a BPA monument; thence along the boundary of said site S.05°41'07"E. a distance of 117.50 feet to the true point of beginning; thence leaving said boundary, N.84°18'53"E. a distance of 179.88 feet; thence S.05°43'47"E. a distance of 154.90 feet to the most easterly northeast corner of said site; thence along the boundary of said site the following courses; S.84°18'53"W. a distance of 180.00 feet; thence N.05°43'47"W. a distance of 154.90 feet to the true point of beginning.

The said parcel of land contains 0.64 acres, more or less.

EXHIBIT E

**Tract No. SATS-SS-1 (Portion)
Parcel from BPA to PDA**

THAT PORTION OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 8 AND THAT PORTION OF GOVERNMENT LOTS 2 AND 3 OF SECTION 17, ALL IN TOWNSHIP 17 NORTH, RANGE 6 WEST, W.M., IN GRAYS HARBOR COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST ONE QUARTER CORNER OF SAID SECTION 8, AS MONUMENTED BY A 2" IRON PIPE AS SHOWN ON RECORD OF SURVEY, VOLUME 11, PAGE 132; THENCE S 2°55'21" W ALONG IT'S WEST LINE, 2616.30 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 8 AS MONUMENTED BY A DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT AS SHOWN ON RECORD OF SURVEY, VOLUME 11, PAGE 132; THENCE S 77°33'22" E, 1523.79 FEET TO THE SOUTHWEST CORNER OF THE BONNEVILLE POWER ADMINISTRATION (B.P.A.) SATSOP SUBSTATION AS MONUMENTED BY A B.P.A. CONCRETE MONUMENT AND THE TRUE POINT OF BEGINNING; THENCE N 5°41'29" W, 241.83 FEET; THENCE N 84°18'12" E., 873.42 FEET; THENCE S 8°26'02" E, 29.53 FEET; THENCE S 13°35'57" W, 45.03 FEET; THENCE S 48°15'14" W, 321.95 FEET; THENCE N 77°32'49" W, 62.77 FEET; THENCE S 84°18'41" W, 540.03 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

EXHIBIT F

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)**

Return Address
**AFTER RECORDING RETURN
 TO
 Bonneville Power Administration
 TSR - 3
 P.O. BOX 3621
 PORTLAND, OR 97208-3621**

Please print or type information

Document Title(s) (or transactions contained therein):			
1. Purchase and Sale Agreement, Fee and Easement			
Reference Number(s) of Documents assigned or released: (on page ___ of document(s))			
Grantor(s) (Last name first, then first name and initials)			
1. Washington Public Power Supply System			
Grantee(s) (Last name first, then first name and initials)			
1. United States of America			
Legal description (abbreviated: i.e., lot, block, plat or section, township, range) Portions of Sections 8, 17, and 18, Township 17 North, Range 6 West; and Sections 13, 14, and 15, Township, 17 North, Range 7 West, all in the W.M., Grays Harbor County, Washington, more particularly described in Exhibits A, B, C, D, C, E, F, ,G, H, I, and J			
➔ Additional legal is on page ___ of document.			
Assessor's Property Tax Parcel/Account Number			
170608340010	170617210010	170715120010	170713300000
170608310010	170617310010	170714240010	170713110030
170617200010	170715110070	170715110020	170618230010
➔ Additional legal is on page ___ of document			
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.			



Tract Nos. SATS-SS-1; SATS-AR-1 (Fee)
SATS-SS-2; SATS-RF-1; (Easement)
SATS-BP-1; SATS-BP-2
AEA-26-A-1;
30A-29-AR-3, P.1, P.2, P.3, and P.4

PURCHASE AND SALE AGREEMENT
Fee and Easement

THIS AGREEMENT made and entered into this 26th day of February, 1999 between the WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a municipal corporation (Seller), and the UNITED STATES OF AMERICA, acting through the Department of Energy, Bonneville Power Administration (Purchaser),

WHEREAS the Seller is the owner of certain real property in Grays Harbor County, Washington; and

WHEREAS the Purchaser has transmission equipment and facilities located on such property, and both parties wish to keep such transmission equipment and facilities on the property; and

WHEREAS the Seller desires to sell a portion of that property to a third party, the Satsop Redevelopment Project (SRP), a joint effort by Grays Harbor County, Grays Harbor Public Utility District, and the Port of Grays Harbor, subject to the parties wish to keep the Purchaser's equipment and facilities on the property; and

WHEREAS the property is subject to numerous liens, which must be resolved before the Purchaser can acquire the property;

NOW THEREFORE in order to effectuate the goals of the parties, the parties hereto covenant and agree as follows:

1. Sell and Purchase. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following tracts of land all located in the Willamette Meridian, Grays Harbor County, Washington:

The real property, in fee simple, which is a tract of land located in the SE1/4SW1/4 of Section 8 and Government Lots 2 and 3 of Section 17, Township 17 North, Range 6

Purchase and Sale Agreement
Tract Nos. SATS-SS-1, etc.
Page 1 of 7

West, as described in Exhibit A (SATS-SS-1), attached hereto and by this reference made a part hereof. (Affects Tax Lots 170608340010 and 170617210010)

ALSO the real property, in fee simple, which is a strip of land 60 feet wide over and across portions of the SE1/4SW1/4 and SW1/4SE1/4 of Section 8, Township 17 North, Range 6 West, as described in Exhibit B (SATS-SAR-1), attached hereto and by this reference made a part hereof. (Affects Tax Lot 170608340010).

ALSO a perpetual easement and right-of-way for electric power transmission purposes, in, upon, over, across, and under a strip of land variable in width in part of the S1/2SE1/4 and that portion of the SE1/4SW1/4 of Section 8, Township 17 North, Range 6 West, as described in Exhibit C (AEA-26-A-1), attached hereto and by this reference made a part hereof. (Affects Tax Lot 170608310010)

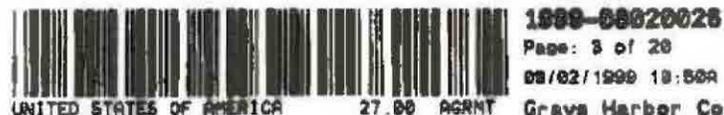
ALSO a perpetual easement for beam path purposes in, upon, over, and across a strip of land 50 feet wide, in Government Lots 2, 6, and 7 of Section 17; and the SE1/4SW1/4, the SW1/4SE1/4, and the NW1/4SE1/4 of Section 8, Township 17 North, Range 6 West, as described in Exhibit D (SATS-BP-1), attached hereto and by this reference made a part hereof. (Affects Tax Lots 170617200010, 170617310010, 170608310010, and 170608340010)

ALSO a perpetual easement for beam path purposes in, upon, over, and across a strip of land 50 feet wide, in the SE1/4SW1/4, the SW1/4SE1/4, and the SE1/4SE1/4 of Section 8, Township 17 North, Range 6 West, as described in Exhibit E (SATS-BP-2), attached hereto and by this reference made a part hereof. (Affects Tax Lot 170608310010)

ALSO a perpetual easement for a waterline, located in Government Lot 2 of Section 17, Township 17 North, Range 6 West, as described in Exhibit F (SATS-SS-2), attached hereto and by this reference made a part hereof. (Affects Tax Lot 170617200010)

ALSO a perpetual easement for a microwave passive reflector mounted to the cooling tower for the Washington Public Power Supply System (WPPSS) Nuclear Project No. 3, located in Government Lots 6 and 7 of Section 17, Township 17 North, Range 6 West, together with the right to access said microwave passive reflector in, upon, over, and across Government Lots 6, 7, 10, and 11 in said Section 17, as described in Exhibit G (SATS-RF-1), attached hereto and by this reference made a part hereof. (Affects Tax Lots 170617310010 and 170617200010)

Purchase and Sale Agreement
Tract Nos. SATS-SS-1, etc.
Page 2 of 7



ALSO a perpetual easement for access road and utility purposes in, over, upon, and along an existing road over and across Government Lots 3, 4, 6, and the old channel of the Chehalis River in Section 15; and the S1/2NW1/4 of Section 14, Township 17 North, Range 7 West, as shown on Exhibit H (30-A-29-AR-3, P.1), attached hereto and by this reference made a part hereof. (Affects Tax Lots 170715110070, 170715120010, 170715110020, and 170714240010)

ALSO a perpetual easement for access road and utility purposes in, over, upon, and along an existing road over and across the SW1/4NE1/4, Government Lots 6 and 5, and the SE1/4NE1/4 of Section 14; and the SW1/4NW1/4, Government Lot 2, and the NE1/4NW1/4 of Section 13, Township 17 North, Range 7 West, as shown on Exhibit I (30-A-29-AR-3, P.2), attached hereto and by this reference made a part hereof. (Affects Tax Lots 170714240010, 170713300000, and 170713110030)

ALSO a perpetual easement for access road and utility purposes in, over, upon, and along an existing road over and across the NW1/4NE1/4 and the E1/2NE1/4 of Section 13 Township 17 North, Range 7 West, as shown on Exhibit J (30-A-29-AR-3, P.3), attached hereto and by this reference made a part hereof. (Affects Tax Lot 170713110030)

ALSO a perpetual easement for access road and utility purposes in, over, upon, and along an existing road over and across Government Lots 5 and 6 of Section 18, Township 17 North, Range 6 West, as shown on Exhibit J (30-A-29-AR-3, P.4), attached hereto and by this reference made a part hereof. (Affects Tax Lot 170618230010)

2. Consideration and Purchase Price. Consideration for this agreement and the purchase price for the above-described property consist of the mutual benefits to both parties of selling the property to SRP. Additional consideration includes the Purchaser's following assistance in the sale to SRP;

a. the Purchaser's approval of the Seller paying up to FIFTEEN MILLION and NO/100 DOLLARS (\$15,000,000.00) to effectuate the transaction, which the Purchaser will pay under the Net-Billing Agreements; and

b. the Purchaser's assistance in removing selected liens on the property.

3. Conveyance Documents. Title to the above properties shall be conveyed by Warranty Deed, Fee and Easement.

Purchase and Sale Agreement
Tract Nos. SATS-SS-1, etc.
Page 3 of 7



Fee Simple. Tracts SATS-SS-1 and SATS-SAR-1 will be conveyed in fee.

Transmission Easement Rights. Tract AEA-26-A-1 will be conveyed by easement. The Seller's conveyance of the transmission easement shall give the Purchaser the right in perpetuity to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one or more lines of poles or structure and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, vegetation, and fire hazards, provided however, that vegetation and fire hazards shall not include agricultural crops and the right to remove danger trees, if any, located beyond the limits of said right-of-way. All such trees, brush, vegetation, structures, and fire-hazards presently on the right-of way, or danger trees located beyond the limits of said right-of-way, shall become the property of the United States on the date of acceptance of this Agreement and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way, and danger trees located beyond the limits of said right-of-way, shall be and remain in the United States. The consideration in Item 2 shall be full compensation for all damages incidental to the exercise of any of the rights above-described.

Beam Path Easement Rights. Tracts SATS-BP-1 and SATS-BP-2 will be conveyed by easement. The Seller's conveyance of the beam path easement shall give the Purchaser the right in perpetuity to clear and to keep clear the easement area of all trees, timber, and man-made structures, together with the right of ingress and egress.

Waterline Easement Rights. Tract SATS-SS-2 shall be conveyed by easement. The Seller's conveyance of the waterline easement shall give the Purchaser the right in perpetuity to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol one or more waterlines together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, vegetation, and fire hazards. All such trees, brush, vegetation, structures, and fire-hazards presently on the right-of-way shall become the property of the United States on the date of acceptance of this Agreement and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way, shall be and remain in the United States. The consideration in Item 2 shall be full compensation for all damages incidental to the exercise of any of the rights above-described.

Microwave Passive Reflector and Access Easements Rights. Tract SATS-RF-1 will be conveyed by easment. The Seller's conveyance of the microwave passive reflector

Purchase and Sale Agreement
Tract Nos. SATS-SS-1, etc.
Page 4 of 7



and access easement shall give the Purchaser the right in perpetuity to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and replace the microwave passive reflector mounted to the cooling tower for the Washington Public Power Supply System (WPPSS) Nuclear Project No. 3, together with the present and future right to access said microwave passive reflector.

Access Road and Utility Easement Rights. Tracts 30-A-29-AR-3, P.1, P.2, P.3, and P.4, will be conveyed by easement. The Seller's conveyance of access road and utility easement rights shall give the Purchaser the right in perpetuity to enter and to locate, construct, use, maintain, repair and reconstruct the roads, together with cuts and fills as needed; and together with the right to place utilities within the easement area. The access may be used for access to and from any existing or future facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

Reversionary Rights. Any or all easements for electric power, beam path, reflector site, waterline, or access road purposes shall automatically revert to the Seller, or its successors or assigns, within six months of receipt of a notice from the Purchaser, or its assigns, that the easements over said tract or tracts of land are no longer being used for said purposes. Upon request, said notice given by the Purchaser, or its assigns, will be in the form of a recordable instrument. The Purchaser, or its assigns, may at its election remove any salvageable material from said tracts within six months after notice of non-use for the above stated purposes has been given to the Seller, or its successors or assigns.

Any or all fee simple tracts of land shall automatically revert to the Seller, or its successors or assigns upon the condition that the Seller, or its successors or assigns, shall elect to pay to the Purchaser the then fair market value within six months after the Seller, its successors or assigns, receives notice from the Purchaser, or its assigns, that the said tract or tracts are no longer being used for substation or access road purposes. Upon payment by the Seller, its successors or assigns, of said fair market value, the Purchaser, or its assigns, will execute a recordable instrument showing that said fair market value has been paid and that said tract or tracts of land have reverted to the Seller. The Purchaser, or its assigns, may, at their election, remove any salvageable material from said tract of land within six months after payment is received of said fair market value.

4. Possession. The Purchaser currently has the right to possession of the above properties and that right shall continue uninterrupted until the conveyance documents described in Item 3 are delivered to the Purchaser.

Purchase and Sale Agreement
Tract Nos. SATS-SS-1, etc.
Page 5 of 7



5. Taxes and Other Expenses. The Seller shall be responsible for any taxes, insurance, surface water management charges, or other expenses associated with the property, which hereafter may constitute liens if unpaid, except that the Purchaser shall be responsible for any water, sewer, electrical, telephone, garbage, and other utility services provided to its substation or other equipment owned by the Purchaser.

6. Condition of Title. Title to the property shall be free and clear of all liens and encumbrances, subject to only the standard printed exceptions and stipulations of the ALTA U.S. Policy No. 182-002360 listed in Pacific Title Co., Inc. Commitment for Title Insurance No. E-60275, dated November 9, 1998, and any other exceptions and stipulations agreed to in writing by the Purchaser.

7. Deed. The United States will prepare the Deed or Deeds to the United States, at its expense, and shall send the Deed or Deeds to the Seller for signature. The Deed or Deeds shall include all the associated rights described above in Items 1 and 3. The legal descriptions for the properties used in the Deed or Deeds shall be the exact legal descriptions contained in this Agreement, unless Purchaser identifies that a correction(s) is necessary to said legal descriptions.

8. Delivery of Deeds. The Seller shall deliver a duly executed and acknowledged Deed or Deeds for the above property by midnight December 30, 2001 or at the time when title to the property meets the conditions specified in Item 6, whichever occurs first.

9. Delivery of Documents and Notices. All notices or documents required to be exchanged or delivered by the parties shall be delivered personally, by courier service, express mail service, confirmed fax, or by prepaid first class mail, addressed as follows:

If to Buyer:

Bonneville Power Administration
Manager, Real Property Services – TSR-3
P.O. Box 3621
Portland, OR 97208-3621
(If by Courier or Express Mail)
905 N.E. 11th Ave.
Portland, OR 97232
(If by Fax)
(503) 230-7615

If to Seller:

Albert E. Mouncer
General Counsel
P.O. Box 968 (M/D 1396)
Richland, WA 99352-0968

Any notice or document shall be deemed to have been delivered when delivered in person, or by courier, express mail service, or confirmed fax, or three (3) business day

Purchase and Sale Agreement

Tract Nos. SATS-SS-1, etc.

Page 6 of 7



UNITED STATES OF AMERICA

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Page: 7 of 28

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Grays Harbor Co

after being deposited in the U.S. Mail, first class postage prepaid, addressed as specified above. Either party may change the address to which notice or documents shall be sent by giving such notice to the other party.

10. Condemnation. If, notwithstanding the prior acceptance of this offer, it is determined to be in the best interest of the United States to acquire title to the property through condemnation proceedings, the Seller agrees to cooperate with the United States in the prosecution of such proceeding, and the consideration stated in paragraph 2 herein shall be the reasonable market value and adequate consideration for the property covered by this Agreement. The Seller hereby agrees that this offer may be filed in such judicial proceeding as final and binding evidence of the value of said land in such proceedings.

Accepted for
THE UNITED STATES OF AMERICA

By: John R. Coyle

Title Assistant Secretary

Accepted for
THE WASHINGTON PUBLIC POWER
SUPPLY SYSTEM, a municipal corporation

By: Joseph V. Paul

Title CEO

Draft

Purchase and Sale Agreement
Tract Nos. SATS-SS-1, etc.
Page 7 of 7

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County of BENTON) ss.

On this 26th day of February, 1999, before me personally appeared J. V. PARRISH

known to me, or proved to me on the basis of satisfactory evidence, to be a the _____

CHIEF EXECUTIVE OFFICER of the corporation that executed the within instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation; acknowledged to me that such corporation executed the same; 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 he was authorized to execute said instrument and that seal, if any, affixed is the corporate seal of said corporation.

Draft Only

[Signature]

Notary Public in and for the

State of WASHINGTON

Residing at RICHLAND

My commission expires 3-19-01



(SEAL)

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of WASHINGTON)
County of BENTON) ss.

On this 26th day of FEBRUARY, 1999, before me personally appeared J. V. PARRISH

known to me, or proved to me on the basis of satisfactory evidence, to be a the _____

CHIEF EXECUTIVE OFFICER of the corporation that executed the within instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation; acknowledged to me that such corporation executed the same; 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 he WAS authorized to execute said instrument and that seal, if any, affixed is the corporate seal of said corporation.



Notary Public in and for the

State of WASHINGTON

Residing at RICHLAND

My commission expires 3-19-01

(SEAL)



SATS-SS-1

A tract of land located in the Southeast quarter of the Southwest quarter of Section 8 and Government Lots 2 and 3 of Section 17, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Commencing at the Southwest corner of said Section 8;
Thence S.77°39'03"E a distance of 1530.2 feet to a BPA monument, being the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation and the true point of beginning; Thence N.05°41'48"W a distance of 1005.4 feet to a BPA monument; Thence N.84°18'12"E a distance of 795.0 feet to a BPA monument; Thence S.05°41'48"E a distance of 272.4 feet to a BPA monument; Thence N.84°18'12"E a distance of 180.0 feet to a BPA monument; Thence S.05°41'48"E a distance of 353.0 feet to a BPA monument; Thence S.84°18'12"W a distance of 115.0 feet to a BPA monument; Thence S.05°41'48"E a distance of 210.0 feet to a BPA monument; Thence S.45°18'37"W a distance of 270.2 feet to a BPA monument; Thence S.84°18'12"W a distance of 650.0 feet to the true point of beginning.

Bearings are in reference to the Washington Coordinate System, South Zone.
Containing 19.97 acres, more or less.

SATS-SS-1

EXHIBIT A

SATS-SAR-1

A strip of land 60 feet wide for an existing access road constructed over and across portions of the SE1/4SW1/4 and SW1/4SE1/4 of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, lying Easterly of the Bonneville Power Administration (BPA) Satsop Substation, Tract SATS-SS-1. The boundaries of said road lie 30 feet on each side of and parallel to the following described centerline:

Commencing at the Southwest corner of said Section 8;
Thence S.77°39'03"E a distance of 1530.2 feet to a BPA monument at the Southwest corner of said BPA Satsop Substation;
Thence N.54°53'46"E a distance of 1119.5 feet to a point on the Easterly boundary line of said (BPA) Satsop Substation and the True Point of Beginning of the centerline being described;
Thence N.84°15'51"E a distance of 29.2 feet to the beginning of a curve to the left having a radius of 300 feet; Thence easterly a distance of 31.6 feet along said curve through a central angle of 6°02'; Thence N.78°13'51"E a distance of 170.9 feet to the beginning of a curve to the right having a radius of 130 feet; Thence southeasterly a distance of 128.8 feet along said curve through a central angle of 56°46'09" to the terminus point of said centerline description; said terminus point bears N.62°42'41"E a distance of 1419.9 feet from the southwest corner of said BPA Satsop Substation.

Bearings are in reference to the Washington Coordinate System, South Zone.

Containing 0.5 acre, more or less.

SATS-SAR-1

EXHIBIT B

AEA-26-A-1

A strip of land variable in width over and across part of the S1/2SE1/4 and that portion of the SE1/4SW1/4 of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, lying Easterly of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract SATS-SS-1. The Northerly boundary of said strip is coincident with the Southerly boundary of existing BPA Olympia-Aberdeen No.2 right-of-way. The Southerly boundary of said strip lies 52.5 feet southerly of and parallel with the survey line as monumented on the ground for the BPA Olympia-Satsop No.5 Transmission Line and is described with reference to the Washington Coordinate System South Zone, as follows:

Beginning at a BPA monument at survey station 1060+50 of the BPA Olympia-Aberdeen No.5 Transmission Line, in the SW1/4SW1/4 of Section 9, said Township and Range, bearing N.83°23'10"E a distance of 5681.4 feet from the Southwest corner of said Section 8, evidenced by a 12 inch cedar tree and east fence; Thence S.81°58'14"W a distance of 3242.6 feet to equation station 1092+92.6 back = 1092+88.0 ahead; Thence S.82°00'57"W a distance of 10.7 feet to station 1092+98.7, a point on the East boundary of said Substation site, bearing N.05°41'48"W a distance of 52.5 feet from the most easterly southeast corner of said site.

Excepting therefrom all of that portion of said strip lying easterly of a line as described in Volume 173 of General, Page 51, records of said county, and that portion of said strip which fall within the boundaries of said substation entrance road being BPA Tract SATS-AR-1.

The above described strip contains 7.1 acres, more or less.

EXHIBIT C



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Page: 13 of 20

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SATS-BP-1

A strip of land 50 feet wide, to be used as an easement for a microwave beam path, over and across Government Lot 2, Government Lot 7, Government Lot 6 of Section 17, the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. The boundaries of said strip of land lie 25 feet on each side of and parallel with the centerline, which is described with reference to the Washington Coordinate System, South Zone, as follows:

Commencing at the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract No. SATS-SS-1, evidenced by a BPA monument; thence N.5°41'48"W, a distance of 1005.4 feet to the Northwest corner of said BPA Satsop Substation Site, evidenced by a BPA monument; thence S.71°56'49"E, a distance of 871.6 feet to the center of the BPA Satsop Substation Microwave Tower; thence S.8°25'50"W, a distance of 674.8 feet to the southerly boundary of said BPA Satsop Substation Site and the beginning of said strip of land; thence continuing S.8°25'50"W, a distance of 1877.6 feet to a microwave passive reflector mounted to the cooling tower for the Washington Public Power Supply System Nuclear Project No. 3; thence N.14°46'16"E, a distance of 4792 feet, more or less, to the North line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 and the terminus of said strip of land; thence continuing N.14°46'16"E, to the BPA South Mountain Radio Station Site.

SATS-BP-1 contains 7.7 acres, more or less.

EXHIBIT D

SATS-BP-1

SATS-BP-2

A strip of land 50 feet wide, to be used as an easement for a microwave beam path, over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. The boundaries of said strip of land lie 25 feet on each side of and parallel with the centerline, which is described with reference to the Washington Coordinate system, South Zone, as follows:

Commencing at the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract No. SATS-SS-1, evidenced by a BPA monument; thence N.5°41'48"W, a distance of 1005.4 feet to the Northwest corner of said BPA Satsop Substation Site, evidenced by a BPA monument; thence S.71°56'49"E, a distance of 871.6 feet to the center of the BPA Satsop Substation Microwave Tower; thence S.89°38'40"E, a distance of 178.2 feet to the easterly boundary of said BPA Satsop Substation Site and the beginning of said strip of land; thence continuing S.89°38'40"E, a distance of 1552 feet, more or less, to the centerline of Purgatory Creek and the terminus of said strip of land; thence continuing S.89°38'40"E, to the BPA Capitol Peak Radio Station.

SATS-BP-2 contains 1.8 acres, more or less.

SATS-BP-2

EXHIBIT E



SATS-SS-2

A tract of land for a waterline easement, located in Government Lot 2 of Section 17, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

BEGINNING at a point on the South boundary line of the of the Bonneville Power Administration (BPA) Satsop Substation Site which bears N.84°18'12"E a distance of 525.0 feet from the southwest corner of said BPA site as evidenced by a BPA monument; Thence N.84°18'12"E along said South boundary line a distance of 125.0 feet to the most southeast corner of said site as evidenced by a BPA monument; Thence S.05°41'48"E a distance of 15.0 feet; Thence S.84°18'12"W a distance of 125.0 feet; Thence N.05°41'48"W a distance of 15.0 feet to the point of beginning, containing 0.04 acre, more or less.

Bearings are in reference to the Washington Coordinate System, South Zone.

SATS-SS-2

EXHIBIT F

SATS-RF-1

A tract of land, to be used as an easement for a microwave passive reflector mounted to the cooling tower for the Washington Public Power Supply System (WPPSS) Nuclear Project No. 3, lying in Government Lot 6 and Government Lot 7 of Section 17, Township 17 North, Range 6 West of the Willamette Meridian, Grays Harbor County, Washington. The boundaries of said tract are described with reference to the Washington Coordinate System, South Zone, as follows:

Commencing at the Southwest corner of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract No. SATS-SS-1, evidenced by a BPA monument; thence N.5°41'48"W, a distance of 1005.4 feet to the Northwest corner of said BPA Satsop Substation Site, evidenced by a BPA monument; thence S.71°56'49"E, a distance of 871.6 feet to the center of the Satsop Substation Microwave Tower; thence S.8°25'50"W, a distance of 2552.4 feet to said microwave passive reflector; thence N.45°00'W, a distance of 70.7 feet to the True Point of Beginning; thence East a distance of 100.0 feet; thence South a distance of 100.0 feet; thence West a distance of 100.0 feet; thence North a distance of 100.0 feet to the True Point of Beginning.

Together with the right to access said microwave passive reflector over and across government lots 6, 7, 10, and 11 of said Section 17.

SATS-RF-1 contains 0.3 acres, more or less.

SATS-RF-1

EXHIBIT G



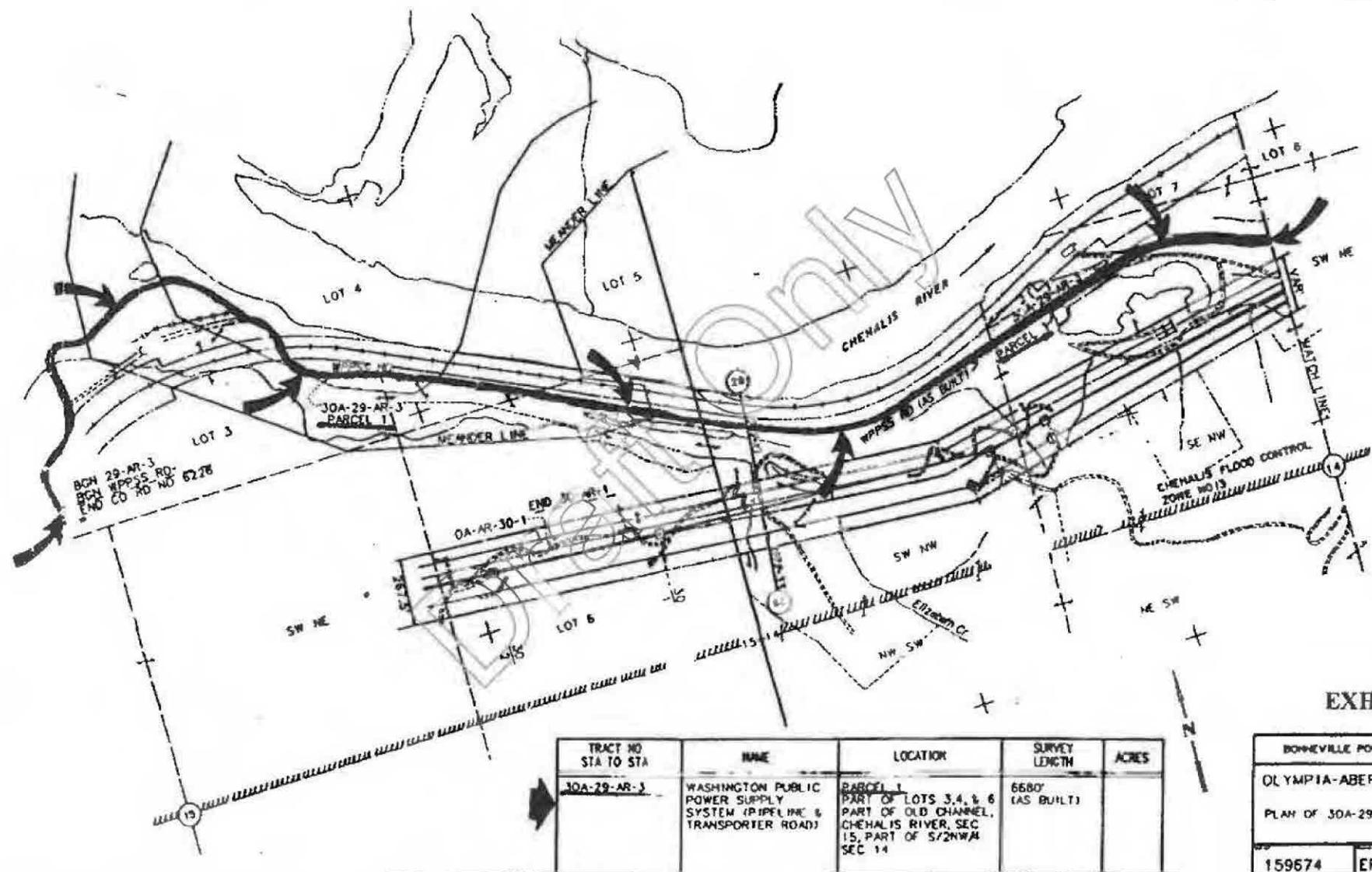


EXHIBIT H

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH	ACRES
JOA-29-AR-3	WASHINGTON PUBLIC POWER SUPPLY SYSTEM (PIPELINE & TRANSPORTER ROAD)	PARCEL 1 PART OF LOTS 3, 4, & 6 PART OF OLD CHANNEL, CHEHALIS RIVER, SEC 15, PART OF S/2NW/4 SEC 14	6680' (AS BUILT)	

BONNEVILLE POWER ADMINISTRAT			
OLYMPIA-ABERDEEN NO 3			
PLAN OF JOA-29-AR-3 (WPPSS)			
159674	EFGA1	1	1

SECS 13 & 18 T17N R6 & 7W
 GRAYS HARBOR COUNTY, WASHINGTON

TRACT NO STA TO STA	NAME	LOCATION	SQ LE
30A-29-AR-3	WASHINGTON PUBLIC POWER SUPPLY SYSTEM PIPELINE & TRANSPORTER ROAD	PARCEL 3 PART OF NW/4E/4, PART OF E/2NE/4 SEC 13.	280 (AS)
		PARCEL 4 PART OF LOTS 5 & 6 SEC 18	980 (AS)

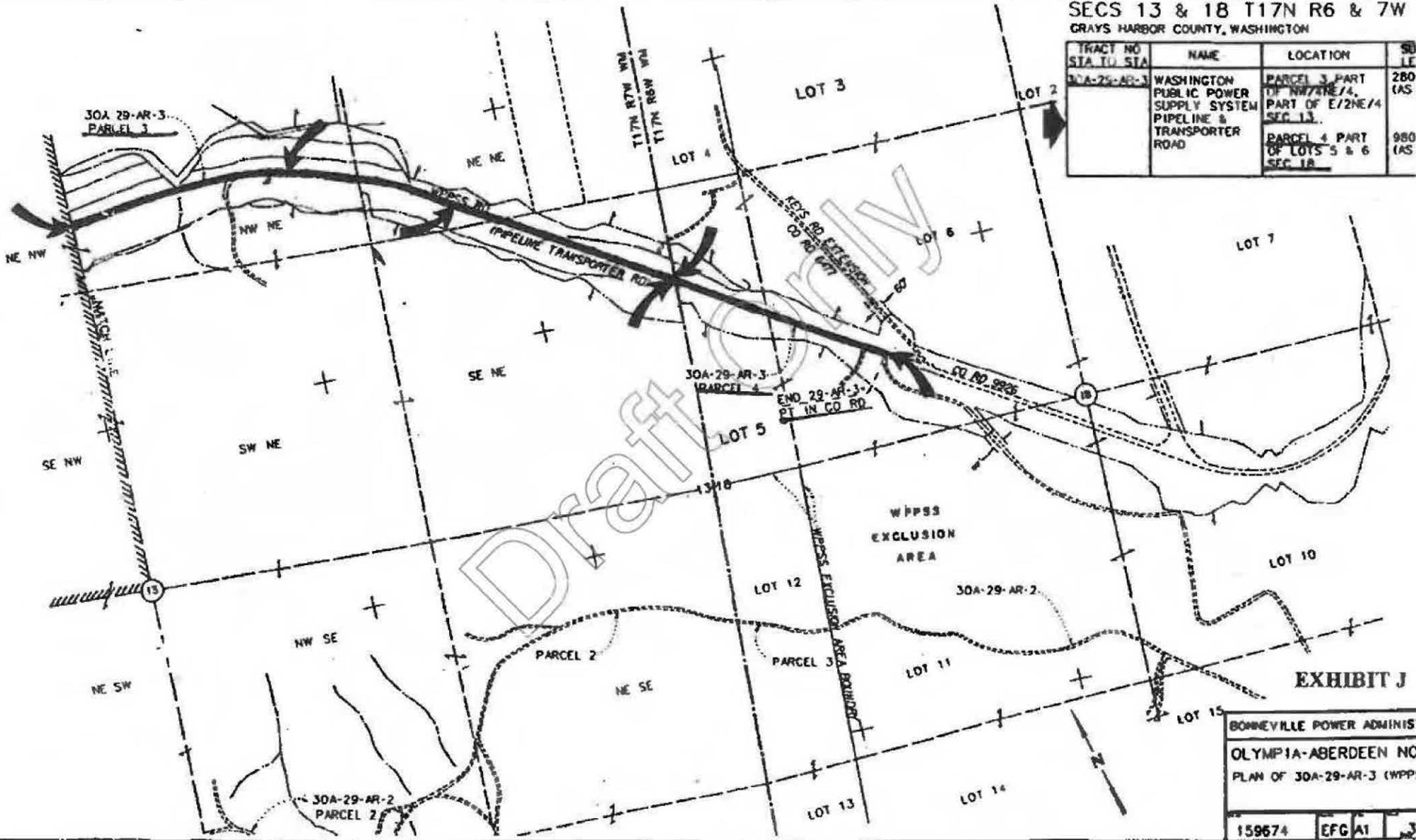
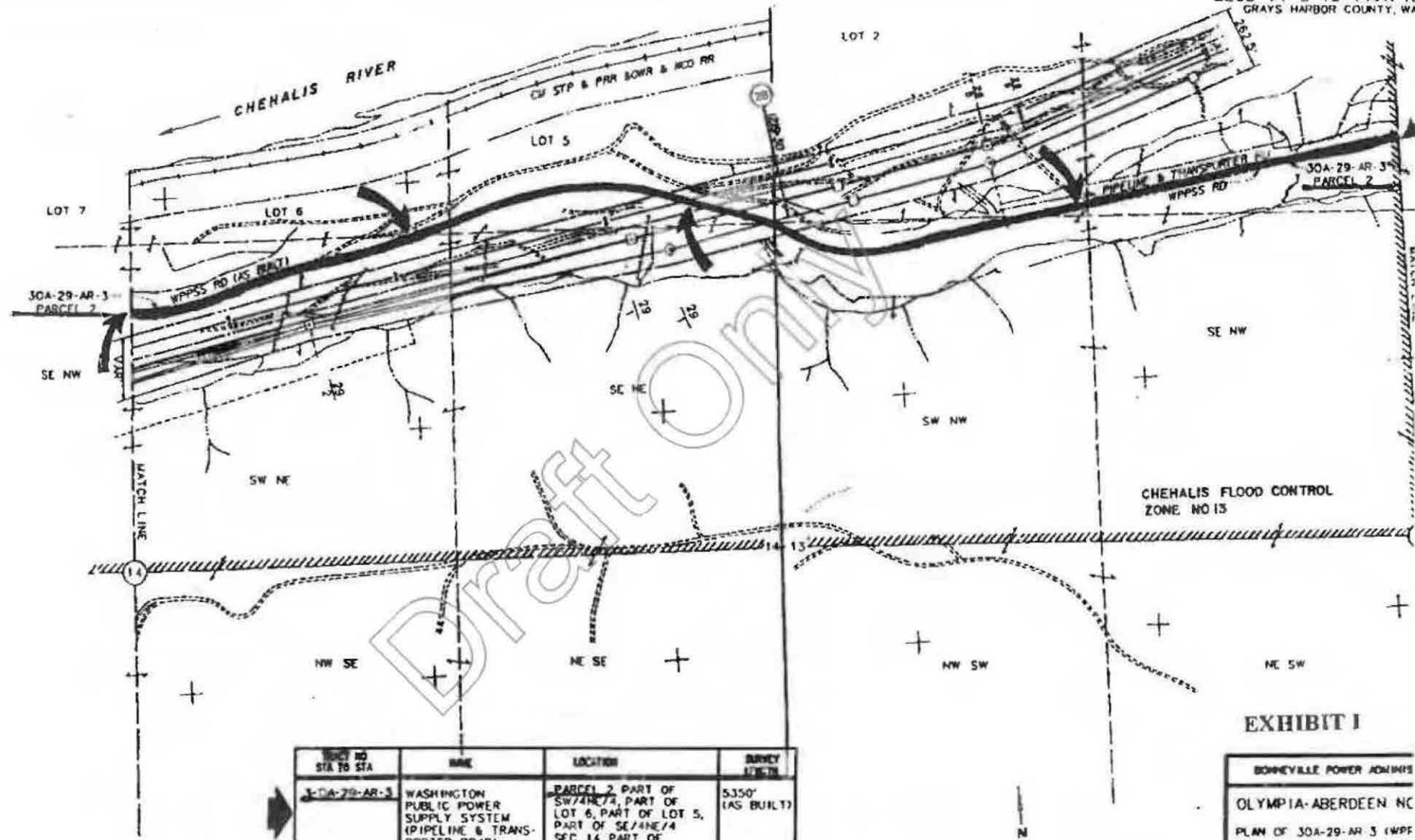


EXHIBIT J

BONNEVILLE POWER ADMINIST		
OLYMP1A-ABERDEEN NO		
PLAN OF 30A-29-AR-3 (WPPSS		
159674	EFG A1	3



TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH
30A-29-AR-3	WASHINGTON PUBLIC POWER SUPPLY SYSTEM (PIPELINE & TRANS- PORTER ROAD)	PARCEL 2, PART OF SW/4NE/4, PART OF LOT 6, PART OF LOT 5, PART OF SE/4NE/4 SEC 14, PART OF SW/4NW/4, PART OF LOT 2, PART OF NE/4NW/4 SEC 13	5350' (AS BUILT)

EXHIBIT I

BONNEVILLE POWER ADMINIS	
OLYMPIA-ABERDEEN NC	
PLAN OF 30A-29-AR-3 (WPP	
159674	EGF/A1

AGREEMENT

This Agreement ("Agreement") is dated as of the 14th day of November 1998 by and among the Washington Public Power Supply System, a Washington municipal corporation ("Supply System"); PacifiCorp, an Oregon corporation (formerly known as Pacific Power & Light Company) ("Pacific"); Portland General Electric Company, an Oregon corporation ("Portland"); Puget Sound Energy, Inc. a Washington corporation (formerly known as Puget Sound Power & Light Company) ("Puget"); and The Washington Water Power Company, a Washington corporation ("Water Power"). Each of the foregoing is sometimes referred to herein in the singular as "Party" and in the plural as "Parties".

Background

A. The Supply System, Pacific, Portland, Puget and Water Power are parties to the Washington Public Power Supply System Nuclear Project No. 3 Agreement, dated September 17, 1973 ("Ownership Agreement"). Pacific, Puget, Portland and Water Power are each referred to as a Transferring Party ("Transferring Party") and, together with the Supply System, are collectively referred to as the Project Owners ("Project Owners").

B. Pursuant to the Ownership Agreement, the Project Owners are owners of the nuclear electrical generating plant and related property known as Washington Nuclear Project No. 3 located near Satsop, Grays Harbor County, Washington ("Project") as tenants in common, each with an undivided interest as set forth therein.

C. The Parties desire to transfer all of the Transferring Parties' interest in (i) any funds, disbursements, rights, assets, real or personal property, together with any proceeds thereof, of the Project, and any contracts entered into by the Supply System on behalf of the Project Owners (all of the foregoing in this item (i) being collectively referred to hereafter as "Project Assets"), and (ii) the Ownership Agreement, to the Supply System to be held for that separate utility system of the Supply System known as the WNP-3 utility system ("WNP-3 Utility System") and established under Board of Directors Resolution No. 775 (the "Bond Resolution") such that upon execution of this Agreement by all parties, each Transferring Party shall no longer have any rights or obligations under the Ownership Agreement or with respect to the Project or any Project Assets, except as expressly specified in this Agreement.

D. The Project Owners have previously executed agreements with each other and with the Bonneville Power Administration ("Bonneville"), relating to and resolving the disputes which arose among them regarding (1) the suspension of construction of the Project in 1983 and (2) settlement of cost sharing claims in 1995 (such agreements include all agreements set forth in Exhibit A hereto and are collectively referred to as the "Other Agreements"). The Project Owners do not by this agreement intend to affect or modify the provisions of the Other Agreements.

E. Bonneville and each of the Transferring Parties has executed a Consent, Acknowledgement and Agreement, in the form attached as Exhibit B hereto, wherein Bonneville has requested the Parties to enter into this Agreement and has consented to this Agreement, and Bonneville and each of the Transferring Parties have agreed to certain understandings as described therein.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties hereby agree as follows:

Agreement

1. Each Transferring Party hereby offers, pursuant to Section 20 of the Ownership Agreement, to transfer (and assign), AS IS, WHERE IS AND WITH ALL FAULTS, to each of the other Parties, in proportion to their respective Ownership Shares and on the terms and conditions set forth in this Agreement, all of such Transferring Party's interest, rights and obligations with respect to the Ownership Agreement and the Project Assets. Each Transferring Party hereby declines the offer set forth above in the immediately-preceding sentence by the other Transferring Parties, and each such offer by a Transferring Party is hereby accepted in its entirety by the Supply System. Accordingly, each Transferring Party hereby transfers (and assigns), AS IS, WHERE IS AND WITH ALL FAULTS, to the Supply System, and the Supply System hereby accepts, on behalf of the WNP-3 Utility System, the transfer (and assignment), AS IS, WHERE IS AND WITH ALL FAULTS, of all of each such Transferring Party's respective interest, rights and obligations with respect to the Ownership Agreement and the Project Assets. Each of the Parties agrees that (1) each Transferring Party transfers (and assigns) to the Supply System, and is divested and relieved from, all rights and obligations under, the Ownership Agreement; (2) the Supply System hereby is vested with and assumes any and all of the respective interest, rights and obligations of each Transferring Party under the Ownership Agreement, such that the Supply System shall be vested with all right, title and interest under the Ownership Agreement and to the Project and all Project

Assets or any proceeds thereof realized after the transfer, free and clear of any lien thereon (or claim thereto) of such Transferring Party under the Ownership Agreement or otherwise; and (3) the agency of the Supply System under the Ownership Agreement on behalf of any of the Transferring Parties is hereby terminated. The foregoing is not an assumption by the Supply System on behalf of the WNP-3 Utility System or any other separate utility system of the Supply System of any obligation or liability under any bridge or termination loan or any other obligation of WNP-4 or WNP-5 or, except as provided in this Agreement, of any obligation or liability to any Transferring Party.

2. No Transferring Party makes any warranty or representations of any kind with respect to any Project Assets. THE SUPPLY SYSTEM WAIVES AND RELEASES ALL RIGHTS AND REMEDIES OF SUPPLY SYSTEM AND ALL WARRANTIES AND LIABILITIES OF EACH TRANSFERRING PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PROJECT ASSETS, INCLUDING BUT NOT LIMITED TO, ANY (A) IMPLIED WARRANTY (INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO CAPACITY, DURABILITY, RELIABILITY, SAFETY OR SATISFACTORY PERFORMANCE OF ANY SUCH PROPERTY) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE, (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (C) CLAIM IN TORT, WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM ANY PARTY'S FAULT, STRICT LIABILITY OR NEGLIGENCE, OR (D) CLAIM FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

3. Mutual Releases. Each Project Owner ("releasing Project Owner") hereby releases each other Project Owner from any and all claims, demands, rights and causes of action from the beginning of time to the date hereof, whether presently known or unknown, that have been or might in the future be asserted by such releasing Project Owner arising out of or in any way related to the Project, the Ownership Agreement or any Project Assets. Such claims, demands, rights and causes of action shall include without limitation all matters, transactions, occurrences, events or claims related to cost allocation, assets sales and salvage, asset transfers, site restoration, environmental matters, or the construction, slowdown or termination of the Project. However, nothing in this paragraph 3 shall affect any claims, demands, rights or causes of action arising out of this Agreement or its breach .

4. Bridge Loan Judgments. The Supply System, Pacific, Puget and Water Power agree that nothing in this Agreement shall affect the judgments previously entered against the Supply

System in favor of Pacific, Puget and Water Power on their respective bridge loans to the Supply System for Supply System Projects No. 4 and 5.

5. Indemnity by Supply System. Notwithstanding the mutual releases in paragraph 3 above, the Supply System agrees to indemnify each Transferring Party against all liability, cost and expense incurred after the date of this Agreement, relating to the Project or any Project Assets, including without limitation any sales, salvage activities, site restoration, governmental laws, regulations or environmental requirements. Such indemnity shall not apply to any other liability of the Transferring Parties, including any claims relating to tax laws or regulations, rate hearings, or matters before any state utilities commission or the Federal Energy Regulation Commission.

6. Transfer of Project Assets. The Supply System represents it will hereafter seek to comply with all applicable governmental laws, regulations or requirements in connection with any sale, transfer or assignment of any interest in the Project or any Project Assets. The Supply System agrees (a) to include, in any contract for the sale, transfer or assignment of any Project Assets for use in a nuclear facility wherein the safe and satisfactory performance of any such Project Assets is required (i) for the facility to operate reliably, (ii) to prevent an accident that could cause undue risk to the health and safety of the public, or (iii) to mitigate the consequences of such accidents if they were to occur, provisions which obtain substantially equivalent protection to that set forth in Articles 9 and 10 of the Supply System Sales - General Terms and Conditions, attached hereto as Exhibit D, and (b) to disclaim any representations, warranties or liabilities on behalf of any of the Transferring Parties. Each Transferring Party hereby objects to any sale, transfer or assignment of any Project Asset for use in a foreign nuclear facility, and the Supply System acknowledges that any such sale, transfer or assignment (like any other sale, transfer or assignment of assets) is at the Supply System's risk, cost and expense and not at the Transferring Parties' risk, cost or expense.

7. Other Agreements. Neither this Agreement (nor any transfer or assignment by, under or pursuant to this Agreement) shall affect any of the Other Agreements listed on Exhibit A hereto, each of which shall be and remain in full force and effect.

8. WNP-3 Obligations. The payment obligations assumed by the Supply System under this Agreement are assumed on behalf of the WNP-3 Utility System (and not on behalf of any other separate utility system of the Supply System) and are subject to the provisions of the Bond Resolution.

9. Miscellaneous.

a. Amendments. This Agreement may not be altered, amended, modified, or otherwise changed, except by a writing hereafter signed by each of the Parties. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof.

b. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. Third Parties. The provisions of this Agreement are solely for the benefit of the undersigned Parties and are not for the benefit of third parties. The undersigned Parties do not intend by this Agreement to, and do not, waive, release, settle, discharge, or otherwise affect any claims, causes of action, rights, set-offs or defenses they may have with respect to any third party.

e. Severability. If any provision of this Agreement or the application of any such provision is finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable as to any person, entity or circumstance, such provision shall remain in force and effect to the maximum extent permitted by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court holds they are not severable from the invalid provisions.

f. Interpretation. This Agreement has been scrutinized by the Parties and their respective counsel and it shall be given fair and reasonable interpretation in accordance with the words contained in it without any weight being given to whether a provision was drafted by one Party or its counsel. Whenever a provision of this Agreement uses the words "include," "including" or words of similar meaning, the words shall not be construed so as to be limiting but shall be treated as illustrative. Paragraph headings are for convenience only and shall not be a part of this Agreement or considered in its interpretation. Unless specified otherwise in this Agreement, all capitalized terms used in this Agreement shall have the meanings given them in the Ownership Agreement.

g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

h. Attorney's Fees. If any Party shall bring suit to recover damages under this Agreement or to otherwise enforce or interpret this Agreement and a judgment is entered, the substantially prevailing Party shall be entitled to a reasonable sum as attorneys' fees, and all costs and expenses in connection with such suit, which sum shall be included in any such judgment or decree. Such attorneys' fees and expenses shall include both those incurred at trial and the appellate level.

i. Authority. Each of the Parties represents that any necessary approvals in respect to its authority to execute this Agreement have been obtained. The Supply System further represents that any necessary approvals by the Nuclear Regulatory Commission, Energy Facilities Site Evaluation Council or any other regulatory authority, with respect to the transfer (and assignment) by the Transferring Parties of the Project Assets to the Supply System have been obtained. Each of the Parties represents that the obligations such Party has undertaken under this Agreement are valid, lawful, binding and enforceable obligations and within the authority of such Party to undertake.

j. Implementation. Each of the Transferring Parties shall execute and deliver Quit Claim Deeds in the form attached as Exhibit C hereto. Each Party, upon request by another Party, shall make, execute and deliver any and all documents reasonably required to implement this Agreement; provided, any transfer (or assignment) of Project Assets by, under or pursuant to this Agreement by any Transferring Party shall be in the form of a quitclaim (or other transfer or assignment without warranty of title) and shall be AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

PACIFICORP

By: William C. Brewer
Title: Sr. V.P.
Date: 10/16/98

PORTLAND GENERAL ELECTRIC COMPANY

By: *Robert Pallas*
Title: Senior V.P., Power Supply
Date: 10/21/98

PUGET SOUND ENERGY, INC.

By: _____
Title: _____
Date: _____

THE WASHINGTON WATER POWER
COMPANY

By: _____
Title: _____
Date: _____

WASHINGTON PUBLIC POWER SUPPLY
SYSTEM

By: _____
Title: _____
Date: _____

Draft Only

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

PUGET SOUND ENERGY, INC.

By: *M. Mearns*
Title: Vice President Energy Supply
Date: 11/6/98

THE WASHINGTON WATER POWER
COMPANY

By: _____
Title: _____
Date: _____

WASHINGTON PUBLIC POWER SUPPLY
SYSTEM

By: _____
Title: _____
Date: _____

Draft

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

PUGET SOUND ENERGY, INC.

By: _____
Title: _____
Date: _____

THE WASHINGTON WATER POWER
COMPANY

By: _____
Title: Sr. Vice President
Date: 10/12/98

REN

WASHINGTON PUBLIC POWER SUPPLY
SYSTEM

By: _____
Title: _____
Date: _____

Draft

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____

PUGET SOUND ENERGY, INC.

By: _____
Title: _____
Date: _____

THE WASHINGTON WATER POWER COMPANY

By: _____
Title: _____
Date: _____

WASHINGTON PUBLIC POWER SUPPLY SYSTEM

By: RL Wehling for JV Parrish
Title: CEO
Date: 11/15/98

Draft Only

EXHIBIT A

OTHER AGREEMENTS

(a) Settlement and Indemnity Agreement by and between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Puget (BPA Contract No. DE-MS79-95BP94677).

(b) Settlement Agreement and Covenant Not to Sue executed by the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Puget dated as of the 17th day of September, 1985.

(c) Settlement Agreement and Covenant Not to Sue executed by the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Pacific dated as of the 17th day of September, 1985.

(d) Settlement and Indemnity Agreement dated as of the 27th day of January, 1995, by and between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Portland (BPA Contract No. DE-MS79-95BP946__).

(e) Settlement Agreement and Covenant Not to Sue executed by the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Portland dated as of the 17th day of September, 1985 (BPA Contract No. DE-MS79-85BP92178).

(f) Settlement and Indemnity Agreement by and between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Water Power (BPA Contract No. DE-MS79-95BP94678).

(g) Settlement Agreement and Covenant Not to Sue executed by the United States of America, Department of Energy, acting by and through the Bonneville Power Administration, and Water Power dated as of the 17th day of September, 1985 (BPA Contract No. DE-MS79-85BP92177).

EXHIBIT B

CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

This Consent, Acknowledgement and Agreement dated as of the 14th day of NOVEMBER 1998 is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration ("Bonneville") and _____ ("Utility").

Bonneville hereby requests Utility to enter into the Agreement, dated as of the date hereof, by and among the Washington Public Power Supply System ("Supply System"), PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company ("Agreement"). For and in consideration of the transfers and assignments set forth in the Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bonneville hereby consents to and approves the Agreement and its execution by each party thereto and each transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement. Without limiting the generality of the foregoing, Bonneville hereby acknowledges and agrees that nothing in the Agreement or its execution by each party thereto or any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement shall in any way diminish the obligations of Bonneville under any other agreement by, between or among any or all of the parties to the Agreement and Bonneville, specifically including but not limited to, the agreements set forth in Exhibit A to the Agreement, each of which shall be and remain in full force and effect.

Moreover, Bonneville acknowledges and agrees that the execution and performance of the Agreement and any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement does not constitute a breach of the Washington Public Power Supply System Project No. 3 Agreement, dated September 17, 1973, and does not constitute a tortious act by any party. Bonneville acknowledges and confirms, and Bonneville and Utility each agree, that it was and is Bonneville's and Utility's intent that (1) any costs incurred by a Transferring Party (as such term is defined in the Agreement) as a result of execution or performance of the Agreement or any transactions contemplated or permitted by, under or pursuant to the Agreement (including but not limited to sales or transfers of assets of the Project to the Supply System or third parties), are fully reimbursable under and pursuant to Section 4(a) of the Settlement Agreement and Covenant Not to Sue executed by Utility and Bonneville listed in Exhibit A to the Agreement; and (2) Bonneville's indemnification obligations under paragraph 2 of the Settlement and Indemnity

claims, demands, costs or liabilities resulting from performance of, obligations incurred under, or transactions contemplated or permitted by the Agreement (including but not limited to sales or transfers of assets to the Supply System or third parties).

This Consent, Acknowledgement and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

BONNEVILLE
United States of America, Department of
Energy, acting by and through the Bonneville
Power Administration

By: Edward J. Best

Title: Mgr, Contract (Generating Resources)

Date: 11/12/98

UTILITY
PacifiCorp, an Oregon corporation (formerly
known as Pacific Power & Light Company)

By: _____

Title: _____

Date: _____

Draft

EXHIBIT B
PACIFICORP

CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

This Consent, Acknowledgement and Agreement dated as of the 14th day of November 1998 is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration ("Bonneville") and PacifiCorp, an Oregon corporation (formerly known as Pacific Power & Light Company) ("Utility").

Bonneville hereby requests Utility to enter into the Agreement, dated as of the date hereof, by and among the Washington Public Power Supply System ("Supply System"), PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company ("Agreement"). For and in consideration of the transfers and assignments set forth in the Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bonneville hereby consents to and approves the Agreement and its execution by each party thereto and each transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement. Without limiting the generality of the foregoing, Bonneville hereby acknowledges and agrees that nothing in the Agreement or its execution by each party thereto or any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement shall in any way diminish the obligations of Bonneville under any other agreement by, between or among any or all of the parties to the Agreement and Bonneville, specifically including but not limited to, the agreements set forth in Exhibit A to the Agreement, each of which shall be and remain in full force and effect.

Moreover, Bonneville acknowledges and agrees that the execution and performance of the Agreement and any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement does not constitute a breach of the Washington Public Power Supply System Project No. 3 Agreement, dated September 17, 1973, and does not constitute a tortious act by any party. Bonneville acknowledges and confirms, and Bonneville and Utility each agree, that it was and is Bonneville's and Utility's intent that (1) any costs incurred by a Transferring Party (as such term is defined in the Agreement) as a result of execution or performance of the Agreement or any transactions contemplated or permitted by, under or pursuant to the Agreement (including but not limited to sales or transfers of assets of the Project to the Supply System or third parties), are fully reimbursable under and pursuant to Section 4(a) of the Settlement Agreement and Covenant Not to Sue executed by Utility and Bonneville listed in Exhibit A to the Agreement; and (2) Bonneville's indemnification obligations under paragraph 2 of the Settlement and Indemnity Agreement executed by Utility and Bonneville listed in Exhibit A to the Agreement include the

claims, demands, costs or liabilities resulting from performance of, obligations incurred under, or transactions contemplated or permitted by the Agreement (including but not limited to sales or transfers of assets to the Supply System or third parties).

This Consent, Acknowledgement and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

BONNEVILLE
United States of America, Department of
Energy, acting by and through the Bonneville
Power Administration

By: _____

Title: _____

Date: _____

UTILITY
PacifiCorp, an Oregon corporation (formerly
known as Pacific Power & Light Company)

By: William C. Brown

Title: Sr. V.P.

Date: 10/16/98

Draft

EXHIBIT B

Portland Gen.
Electric

CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

This Consent, Acknowledgement and Agreement dated as of the 14th day of November 1998 is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration ("Bonneville") and Portland General Electric Company, an Oregon corporation ("Utility").

Bonneville hereby requests Utility to enter into the Agreement, dated as of the date hereof, by and among the Washington Public Power Supply System ("Supply System"), PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company ("Agreement"). For and in consideration of the transfers and assignments set forth in the Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bonneville hereby consents to and approves the Agreement and its execution by each party thereto and each transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement. Without limiting the generality of the foregoing, Bonneville hereby acknowledges and agrees that nothing in the Agreement or its execution by each party thereto or any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement shall in any way diminish the obligations of Bonneville under any other agreement by, between or among any or all of the parties to the Agreement and Bonneville, specifically including but not limited to, the agreements set forth in Exhibit A to the Agreement, each of which shall be and remain in full force and effect.

Moreover, Bonneville acknowledges and agrees that the execution and performance of the Agreement and any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement does not constitute a breach of the Washington Public Power Supply System Project No. 3 Agreement, dated September 17, 1973, and does not constitute a tortious act by any party. Bonneville acknowledges and confirms, and Bonneville and Utility each agree, that it was and is Bonneville's and Utility's intent that (1) any costs incurred by a Transferring Party (as such term is defined in the Agreement) as a result of execution or performance of the Agreement or any transactions contemplated or permitted by, under or pursuant to the Agreement (including but not limited to sales or transfers of assets of the Project to the Supply System or third parties), are fully reimbursable under and pursuant to Section 4(a) of the Settlement Agreement and Covenant Not to Sue executed by Utility and Bonneville listed in Exhibit A to the Agreement; and (2) Bonneville's indemnification obligations under paragraph 2 of the Settlement and Indemnity Agreement executed by Utility and Bonneville listed in Exhibit A to the Agreement include the

claims, demands, costs or liabilities resulting from performance of, obligations incurred under, or transactions contemplated or permitted by the Agreement (including but not limited to sales or transfers of assets to the Supply System or third parties).

This Consent, Acknowledgement and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

BONNEVILLE
United States of America, Department of
Energy, acting by and through the Bonneville
Power Administration

By: _____

Title: _____

Date: _____

UTILITY
Portland General Electric Company, an
Oregon corporation

By: Walter P. Ballou

Title: Senior V.P., Power Supply

Date: 10/21/98

EXHIBIT B

PUGET SOUND
ENERGY

CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

This Consent, Acknowledgement and Agreement dated as of the 14th day of November 1998 is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration ("Bonneville") and Puget Sound Energy, Inc. a Washington corporation (formerly known as Puget Sound Power & Light Company) ("Utility").

Bonneville hereby requests Utility to enter into the Agreement, dated as of the date hereof, by and among the Washington Public Power Supply System ("Supply System"), PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company ("Agreement"). For and in consideration of the transfers and assignments set forth in the Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bonneville hereby consents to and approves the Agreement and its execution by each party thereto and each transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement. Without limiting the generality of the foregoing, Bonneville hereby acknowledges and agrees that nothing in the Agreement or its execution by each party thereto or any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement shall in any way diminish the obligations of Bonneville under any other agreement by, between or among any or all of the parties to the Agreement and Bonneville, specifically including but not limited to, the agreements set forth in Exhibit A to the Agreement, each of which shall be and remain in full force and effect.

Moreover, Bonneville acknowledges and agrees that the execution and performance of the Agreement and any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement does not constitute a breach of the Washington Public Power Supply System Project No. 3 Agreement, dated September 17, 1973, and does not constitute a tortious act by any party. Bonneville acknowledges and confirms, and Bonneville and Utility each agree, that it was and is Bonneville's and Utility's intent that (1) any costs incurred by a Transferring Party (as such term is defined in the Agreement) as a result of execution or performance of the Agreement or any transactions contemplated or permitted by, under or pursuant to the Agreement (including but not limited to sales or transfers of assets of the Project to the Supply System or third parties), are fully reimbursable under and pursuant to Section 4(a) of the Settlement Agreement and Covenant Not to Sue executed by Utility and Bonneville listed in Exhibit A to the Agreement; and (2) Bonneville's indemnification obligations under paragraph 2 of the Settlement and Indemnity Agreement executed by Utility and Bonneville listed in Exhibit A to the Agreement include the

claims, demands, costs or liabilities resulting from performance of, obligations incurred under, or transactions contemplated or permitted by the Agreement (including but not limited to sales or transfers of assets to the Supply System or third parties).

This Consent, Acknowledgement and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

BONNEVILLE
United States of America, Department of
Energy, acting by and through the Bonneville
Power Administration

By: _____

Title: _____

Date: _____

UTILITY
Puget Sound Energy, Inc. a Washington
corporation (formerly known as Puget Sound
Power & Light Company)

By: *M. Kaine*

Title: Vice President Energy Supply

Date: 11/6/98

Draft

CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

This Consent, Acknowledgement and Agreement dated as of the 14th day of November 1998 is between the United States of America, Department of Energy, acting by and through the Bonneville Power Administration ("Bonneville") and The Washington Water Power Company, a Washington corporation ("Utility").

Bonneville hereby requests Utility to enter into the Agreement; dated as of the date hereof, by and among the Washington Public Power Supply System ("Supply System"), PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company ("Agreement"). For and in consideration of the transfers and assignments set forth in the Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bonneville hereby consents to and approves the Agreement and its execution by each party thereto and each transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement. Without limiting the generality of the foregoing, Bonneville hereby acknowledges and agrees that nothing in the Agreement or its execution by each party thereto or any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement shall in any way diminish the obligations of Bonneville under any other agreement by, between or among any or all of the parties to the Agreement and Bonneville, specifically including but not limited to, the agreements set forth in Exhibit A to the Agreement, each of which shall be and remain in full force and effect.

Moreover, Bonneville acknowledges and agrees that the execution and performance of the Agreement and any transfer, assignment or other transaction contemplated or permitted by, under or pursuant to the Agreement does not constitute a breach of the Washington Public Power Supply System Project No. 3 Agreement, dated September 17, 1973, and does not constitute a tortious act by any party. Bonneville acknowledges and confirms, and Bonneville and Utility each agree, that it was and is Bonneville's and Utility's intent that (1) any costs incurred by a Transferring Party (as such term is defined in the Agreement) as a result of execution or performance of the Agreement or any transactions contemplated or permitted by, under or pursuant to the Agreement (including but not limited to sales or transfers of assets of the Project to the Supply System or third parties), are fully reimbursable under and pursuant to Section 4(a) of the Settlement Agreement and Covenant Not to Sue executed by Utility and Bonneville listed in Exhibit A to the Agreement; and (2) Bonneville's indemnification obligations under paragraph 2 of the Settlement and Indemnity Agreement executed by Utility and Bonneville listed in Exhibit A to the Agreement include the

claims, demands, costs or liabilities resulting from performance of, obligations incurred under, or transactions contemplated or permitted by the Agreement (including but not limited to sales or transfers of assets to the Supply System or third parties).

This Consent, Acknowledgement and Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

BONNEVILLE
United States of America, Department of
Energy, acting by and through the Bonneville
Power Administration

By: _____
Title: _____
Date: _____

UTILITY
The Washington Water Power Company, a
Washington corporation

By: *[Signature]* *REN*
Title: Sr. Vice President Gary G. Ely
Date: 10/12/98

Draft

EXHIBIT C

After recording return to:
Law Offices of Ronald J. English
15624 111th Ave. NE
Bothell, WA 98011

QUIT CLAIM DEED

The GRANTOR, PacifiCorp, an Oregon corporation (formerly known as Pacific Power & Light Company), for and in consideration of \$10 paid and other good and valuable consideration, including the promises made in that Agreement, executed contemporaneously herewith, by and among the Washington Public Power Supply System, PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quit claims to GRANTEE, WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a Washington municipal corporation, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO CAPACITY, DURABILITY, RELIABILITY, SAFETY OR SATISFACTORY PERFORMANCE OF ANY SUCH PROPERTY) OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE, OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, all its right, title and interest in and to the following real property, including any interest therein which Grantor may hereafter acquire:

The following real property, situated in the County of Grays Harbor, State of Washington:

The tract of land described in the first sentence of that QUIT CLAIM DEED, executed January 25, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded February 9, 1983 as 830127008, together with the easements described in said QUIT CLAIM DEED.

The property described on Exhibit A to that QUITCLAIM DEED, executed June 2, 1983 by Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company, as Grantors to Washington Public Power Supply System, as Grantee, and recorded as 830608027.

The property described in Exhibit A to that QUITCLAIM DEED, executed June 7, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded June 8, 1983 as 830608026.

The property described in that QUIT CLAIM DEED, executed June 8, 1984 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded as 840621041, as corrected by that QUIT CLAIM DEED (CORRECTION DEED), executed December 26, 1985 and recorded as 860110007.

A tract of land situated in Section 17, Township 17 north, Range 6 West of the Willamette Meridian, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 17; Thence South 86 degrees 6 minutes 46 seconds East a distance of 205.94 feet; Thence East a distance of 755.00 feet to the true point of beginning; Thence continuing East a distance of 90 feet; Thence South a distance of 800.00 feet; Thence West a distance of 90.00 feet; Thence North a distance of 800.00 feet to the true point of beginning.

GRANTOR
PacifiCorp, an Oregon corporation (formerly known as Pacific Power & Light Company)

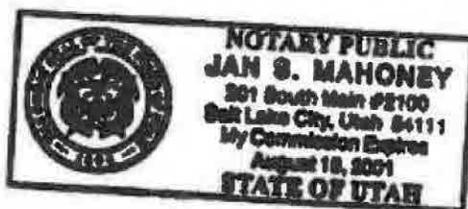
By: William C. Brauer
Name: William C. Brauer
Title: Sr. V.P.
Date: 10/23/98

STATE OF Utah
COUNTY OF Salt Lake

On this 23rd day of October, 1998, William C. Brauer personally appeared before me, a Notary Public, to me known to be the Senior Vice President of PacifiCorp, an Oregon corporation, and executed the foregoing Quit Claim Deed 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 he or she was authorized to execute said instrument.

Witness my hand and official seal affixed hereto the day and year first above written.

[NOTARIAL SEAL]



Jan S. Mahoney
Notary Public in and for the State of Utah

After Recording Mail To:

Law Offices of Ronald J. English
15624 111th Avenue, NE
Bothell, WA 98011

QUITCLAIM DEED

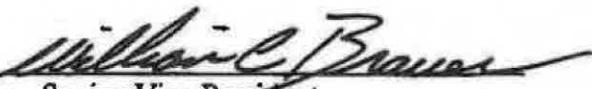
PacifiCorp, an Oregon corporation formerly known as and successor in interest to Pacific Power & Light Company, Grantor, for and in consideration of \$10.00 and other good and valuable consideration, including the promises made in that 1996 Settlement Agreement regarding the termination of the WNP-5 Ownership Agreement and the transfer of WNP-5 assets between PacifiCorp and the Washington Public Power Supply System, the receipt of which is hereby acknowledged, hereby releases and quitclaims to the Washington Public Power Supply System, Grantee, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO CAPACITY, DURABILITY, RELIABILITY, SAFETY OR SATISFACTORY PERFORMANCE OF ANY SUCH PROPERTY) OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE, OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, all right, title and interest in and to the real property, including any interest therein which Grantor may hereafter acquire, described as follows:

The following real property, situated in the County of Grays Harbor, State of Washington:

The tract of land described in the first sentence of that QUIT CLAIM DEED, executed January 25, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company as Grantee, and recorded February 9, 1983 as 830127007, together with the easements described in said QUIT CLAIM DEED.

DATED this 16th day of October, 1998.

GRANTOR:
PacifiCorp

By: 
Title: Senior Vice President

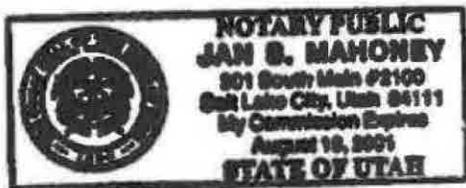
STATE OF Utah

ss.

County of Salt Lake

This instrument was acknowledged before me on this 16th day of October, 1998, by William C. Brauer, as Senior Vice President of PacifiCorp, an Oregon corporation.

Witness my hand and official seal affixed hereto the day and year first above written.



Notary Public for Utah

Jan S. Mahoney

Draft Only

EXHIBIT C

After recording return to:
Law Offices of Ronald J. English
15624 111th Ave. NE
Bothell, WA 98011

QUIT CLAIM DEED

The GRANTOR, Portland General Electric Company, an Oregon corporation, for and in consideration of \$10 paid and other good and valuable consideration, including the promises made in that Agreement, executed contemporaneously herewith, by and among the Washington Public Power Supply System, PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quit claims to GRANTEE, WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a Washington municipal corporation, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO CAPACITY, DURABILITY, RELIABILITY, SAFETY OR SATISFACTORY PERFORMANCE OF ANY SUCH PROPERTY) OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE, OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, all its right, title and interest in and to the following real property, including any interest therein which Grantor may hereafter acquire:

The following real property, situated in the County of Grays Harbor, State of Washington:

The tract of land described in the first sentence of that QUIT CLAIM DEED, executed January 25, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded February 9, 1983 as 830127008, together with the easements described in said QUIT CLAIM DEED.

The property described on Exhibit A to that QUITCLAIM DEED, executed June 2, 1983 by Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company, as Grantors to Washington Public Power Supply System, as Grantee, and recorded as 830608027.

The property described in Exhibit A to that QUITCLAIM DEED, executed June 7, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded June 8, 1983 as 830608026.

The property described in that QUIT CLAIM DEED, executed June 8, 1984 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded as 840621041, as corrected by that QUIT CLAIM DEED (CORRECTION DEED), executed December 26, 1985 and recorded as 860110007.

A tract of land situated in Section 17, Township 17 north, Range 6 West of the Willamette Meridian, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 17; Thence South 86 degrees 6 minutes 46 seconds East a distance of 205.94 feet; Thence East a distance of 755.00 feet to the true point of beginning; Thence continuing East a distance of 90 feet; Thence South a distance of 800.00 feet; Thence West a distance of 90.00 feet; Thence North a distance of 800.00 feet to the true point of beginning.

GRANTOR
Puget Sound Energy, Inc. a Washington corporation (formerly known as Puget Sound Power & Light Company)

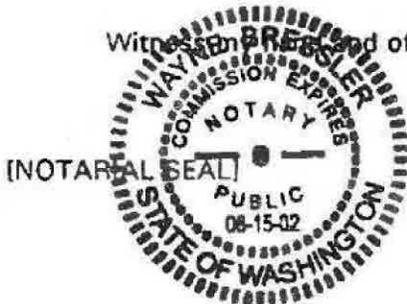
James W. Eldredge

By: _____
Name: JAMES W. ELDRIDGE
Title: CORPORATE SECRETARY & CONTROLLER
Date: NOVEMBER 6, 1998

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 6th day of NOVEMBER, 1998, JAMES W. ELDRIDGE personally appeared before me, a Notary Public, to me known to be the CORPORATE SECRETARY & CONTROLLER of Puget Sound Energy, Inc. a Washington corporation, and executed the foregoing Quit Claim Deed 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 he or she was authorized to execute said instrument.

Witness my hand and official seal affixed hereto the day and year first above written.



Wayne Bressler
Notary Public in and for the State of WASHINGTON
RESIDING AT SNOHOMISH
Page 2 of 2 MY COMMISSION EXPIRES 8-15-02

After recording return to:
Law Offices of Ronald J. English
15624 111th Ave. NE
Bothell, WA 98011

QUIT CLAIM DEED

The GRANTOR, Puget Sound Energy, Inc. a Washington corporation (formerly known as Puget Sound Power & Light Company), for and in consideration of \$10 paid and other good and valuable consideration, including the promises made in that Agreement, executed contemporaneously herewith, by and among the Washington Public Power Supply System, PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quit claims to GRANTEE, WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a Washington municipal corporation, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO CAPACITY, DURABILITY, RELIABILITY, SAFETY OR SATISFACTORY PERFORMANCE OF ANY SUCH PROPERTY) OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE, OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, all its right, title and interest in and to the following real property, including any interest therein which Grantor may hereafter acquire:

The following real property, situated in the County of Grays Harbor, State of Washington:

The tract of land described in the first sentence of that QUIT CLAIM DEED, executed January 25, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded February 9, 1983 as 830127008, together with the easements described in said QUIT CLAIM DEED.

The property described on Exhibit A to that QUITCLAIM DEED, executed June 2, 1983 by Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company, as Grantors to Washington Public Power Supply System, as Grantee, and recorded as 830608027.

The property described in Exhibit A to that QUITCLAIM DEED, executed June 7, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded June 8, 1983 as 830608026.

The property described in that QUIT CLAIM DEED, executed June 8, 1984 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded as 840621041, as corrected by that QUIT CLAIM DEED (CORRECTION DEED), executed December 26, 1985 and recorded as 860110007.

A tract of land situated in Section 17, Township 17 north, Range 6 West of the Willamette Meridian, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 17; Thence South 86 degrees 6 minutes 46 seconds East a distance of 205.94 feet; Thence East a distance of 755.00 feet to the true point of beginning; Thence continuing East a distance of 90 feet; Thence South a distance of 800.00 feet; Thence West a distance of 90.00 feet; Thence North a distance of 800.00 feet to the true point of beginning.

GRANTOR
Portland General Electric Company, an
Oregon corporation

Walter E. Pollock

By: _____
Name: Walter E. Pollock
Title: Senior V.P., Power Supply
Date: 10/21/98

STATE OF Oregon
COUNTY OF Multnomah ss.

On this 21 day of October, 1998, Walter E. Pollock personally appeared before me, a Notary Public, to me known to be the Grantor of Portland General Electric Company, an Oregon corporation, and executed the foregoing Quit Claim Deed 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 he or she was authorized to execute said instrument.

Witness my hand and official seal affixed hereto the day and year first above written.

[NOTARIAL SEAL]



Cristal G. Metz
Notary Public in and for the State of Oregon

After recording return to:
Law Offices of Ronald J. English
15624 111th Ave. NE
Bothell, WA 98011

QUIT CLAIM DEED

The GRANTOR, The Washington Water Power Company, a Washington corporation, for and in consideration of \$10 paid and other good and valuable consideration, including the promises made in that Agreement, executed contemporaneously herewith, by and among the Washington Public Power Supply System, PacifiCorp, Portland General Electric Company, Puget Sound Energy, Inc. and The Washington Water Power Company, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quit claims to GRANTEE, WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a Washington municipal corporation, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO CAPACITY, DURABILITY, RELIABILITY, SAFETY OR SATISFACTORY PERFORMANCE OF ANY SUCH PROPERTY) OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF TITLE, OR IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, all its right, title and interest in and to the following real property, including any interest therein which Grantor may hereafter acquire:

The following real property, situated in the County of Grays Harbor, State of Washington:

The tract of land described in the first sentence of that QUIT CLAIM DEED, executed January 25, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded February 9, 1983 as 830127008, together with the easements described in said QUIT CLAIM DEED.

The property described on Exhibit A to that QUITCLAIM DEED, executed June 2, 1983 by Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company, as Grantors to Washington Public Power Supply System, as Grantee, and recorded as 830608027.

The property described in Exhibit A to that QUITCLAIM DEED, executed June 7, 1983 by Washington Public Power Supply System as Grantor, to Pacific Power & Light Company, Portland General Electric Company, Puget Sound Power & Light Company and The Washington Water Power Company as Grantees, and recorded June 8, 1983 as 830608026.

EXHIBIT D

NUCLEAR AND INDEMNITY AND CONSEQUENTIAL DAMAGES PROVISIONS

FOR

SALES CONTRACT TERMS AND CONDITIONS

9. Nuclear Use

If the Property purchased hereunder is to be used by the Buyer, or transferred to a third party for use, in a nuclear facility wherein the Property's safe and satisfactory performance is required: 1) for the facility to operate reliably, 2) to prevent an accident that could cause undue risk to the health and safety of the public, or 3) to mitigate the consequences of such accidents if they were to occur, the prior written consent of the Seller shall be obtained and the following additional terms and conditions of this Article 9 (which Article 9 includes but is not limited to Sections 9.1 through 9.5) shall apply. Additionally, the Buyer shall comply with all applicable laws and regulations, including 10 C.F.R. Part 21, and Buyer will indemnify and hold each of the Indemnitees (as defined in paragraph 10.1) harmless from any claims or fines resulting from Buyer's failure to comply with any applicable laws and regulations.

9.1 Nuclear Indemnity and Liability

Buyer, at its own expense, for its own protection and for the protection of each of the Indemnitees (as defined in Section 10.1), will secure and thereafter maintain in force financial protection providing coverage for liability arising out of or resulting from a "nuclear incident" as defined in the Atomic Energy Act of 1954, as amended (the "Act"). Such financial protection shall be as follows:

- a) An agreement of indemnification, as contemplated by Section 170 of the Act.
- b) Nuclear liability insurance from ANI, or such protection including posting of bonds or self-insurance or both in such form and amount as will meet the financial protection requirements with respect to "public liability" as defined in the Act.
- c) In the event that the nuclear liability protection system contemplated by Section 170 of the Act is repealed or changed, Buyer will maintain in effect until completion of decommissioning of the nuclear facility, financial protection through government indemnity, limitation of liability and/or liability insurance which will not result in a material impairment of the protection of any of the Indemnitees to be otherwise provided under this Contract.
- d) None of the Indemnitees shall be liable for any injury or death of any person, or for loss or damage to, or loss of use of, any property or equipment arising out of any hazard or "nuclear incident" (as defined in the Act). Buyer waives and shall cause its insurers to waive all rights of recovery against each of the Indemnitees whether in contract, in tort (including negligence and strict liability), or under any other equitable or legal theory of law on account of any such injury, death, loss, damage, or loss of use.

e) In the event that Buyer recovers damages from a third party based on losses at the nuclear facility resulting from the hazardous properties of source, special nuclear or by-product material (as defined in the Act), then Buyer shall indemnify each of the Indemnitees against all claims by such third party which are based upon Buyer's recovery of such damages.

f) Buyer waives, and shall cause its insurers to waive, all rights of recovery against each of the Indemnitees for any and all costs and expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damages resulting from any nuclear accident, nuclear hazard or "nuclear incident" (as defined in the Act).

9.2 Nuclear Property Damages

Buyer agrees to secure and thereafter maintain in force, at its own expense, for its own protection and for the protection of each of the Indemnitees, all risk property damage insurance coverage (including insurance coverage for property damages resulting from any nuclear accident, nuclear hazard or "nuclear incident" as defined in the Act) from ANI or NEIL, or equivalent coverage, consistent with prudent utility practice, covering all reactor site property where the Property is installed. Any deductible shall be to the account of the Buyer. Said property damage insurance shall be maintained in effect until completion of decommissioning of the nuclear facility. The term "reactor site property" as used in this Contract, shall mean all property which is located at the nuclear facility including, but not limited to, the associated items and all property that is not off site with respect to the "nuclear facility".

9.3 Other Nuclear Damage Provisions

Buyer agrees not to assert any claim against the Seller, or any of the Indemnitees, whether in contract or tort (including but not limited to negligence and strict liability) or otherwise for loss of, damage to, or loss of use of any reactor site property owned by Buyer to the extent that such loss, damage, or loss of use is caused by or results from any nuclear accident, nuclear hazard or "nuclear incident" (as defined in the Act).

9.4 Third Party Protection

Buyer shall ensure that any contract to sell or otherwise transfer any of the Property to a third party will contain provisions providing for protection to the Seller and to each of the Indemnitees equivalent to the protection provided by Buyer to Seller and to each of the Indemnitees under this Article 9 of this Contract. From and after any sale or transfer by it of any of the Property, or any part or interest therein, Buyer shall (1) indemnify and save harmless each of the Indemnitees from and against any liability, cost or expense relating to such sold or otherwise transferred Property, or such part or interest therein, and (2) either (a) provide or obtain the same protection for each of the Indemnitees as would have existed in the absence of any sale or other transfer by Buyer, relating to any risk of any nuclear accident, nuclear hazard or "nuclear incident" (as defined in the Act) or any other risk described in this Article 9, or (b) obtain Seller's prior express written approval of any such sale or transfer, which may be withheld in Seller's absolute discretion.

9.5 Transfer Outside the United States.

Buyer shall not transfer or permit the transfer of any of the Property, or any part or interest therein, outside the United States unless the Buyer complies with all United States export control laws and regulations, including but not limited to: 10 CFR Part 810 "Assistance to Foreign Atomic Energy Activities"; Nuclear Regulatory Commission Regulations 10 CFR Part 110 "Export and Import of Nuclear Materials and Facilities"; Department of Commerce Export Administration Regulations 15 CFR Part 730-774; 15 CFR Part 778, "Non-Proliferation Controls", 15 CFR 779 "Technical Data", 15 CFR 799 "Commerce Control List", and Department of State Regulations 22 CFR Parts 120-130 "International Traffic Arms Regulations". Buyer shall indemnify and save harmless each of the Indemnitees from and against any liability, cost or expense arising from any claim, suit or action brought against Buyer or any of the Indemnitees for violation of any export control laws or regulations.

10. Indemnification and Consequential Damages

10.1 Buyer shall indemnify and save harmless each of the Indemnitees (as defined below) from and against any and all claims, injury, damages or liability arising from injury or death of any person or damage to property occasioned by any negligent act or omission by Buyer, its agents, servants, representatives or employees, in connection with the performance of this Contract or arising from the Property or any use thereof, including any and all expenses, legal or otherwise, incurred by any of such Indemnitees in the defense of any claim, suit or action relating to such claims, injury, damages or liability. Buyer agrees to defend any claim, suit, or action brought against any of the Indemnitees based upon any such claims, injury, damages or liability, to hold harmless each of the Indemnitees from any costs, losses, expenses (legal or otherwise) or damages incurred by any of such Indemnitee(s) arising from any such claim, suit or action, provided such Indemnitee(s) gives Buyer reasonable notice of such claim, suit or action and provides, at Buyer's cost and expense, all reasonable assistance in connection therewith as Buyer may reasonably require. For purposes of this Contract, "Indemnitees" means each of the Washington Public Power Supply System (Supply System), The Washington Water Power Company (WWP), Portland General Electric Company (PGE), Puget Sound Energy, Inc. (Puget), PacifiCorp, and the Bonneville Power Administration (BPA), their respective successors and assigns, and the respective directors, officers, employees, agents, representatives and contractors of any tier of WWP, PGE, Puget, PacifiCorp, BPA, the Supply System and their respective successors and assigns. For purposes of this Contract, "Property" means any items, data or property (whether tangible or intangible) sold, delivered, assigned or transferred (or to be sold, delivered, assigned or transferred) to or for the benefit of Buyer under this Contract.

10.2 Buyer further agrees to indemnify and save harmless each of the Indemnitees from and against any and all claims, injury, damages or liability arising out of the performance of this Contract or arising from the Property or any use thereof, including any and all expenses, legal or otherwise, incurred by any of such Indemnitees in the defense of any claim, suit or action relating to such claims, injury, damages or liability, provided, however, Buyer shall indemnify each of the Indemnitees only to the extent of the negligence of Buyer or its agents, representatives and employees. This indemnification does not apply to liability arising from the sole negligence of the Supply System or its representatives. Buyer agrees to defend any claim, suit or action, brought against any of the Indemnitees based upon any such claim, injury, damage or liability and to hold harmless each of the Indemnitees from any costs, losses, expenses (legal or otherwise), or damages incurred by any such

Indemnitees relating to such claim, injury, damage or liability, provided any such Indemnitee gives Buyer reasonable notice of such claim, suit or action and provides, at Buyer's cost and expense, all reasonable assistance in connection therewith as Buyer may reasonably request.

- 10.3 Buyer hereby waives any and all immunity rights and protection created by the Worker's Compensation Act and further agrees that its indemnity obligations shall apply to, but shall not be limited to, actions brought by or in connection with its employees. Buyer shall cause each issuer of any insurance policy carried by Buyer for or in connection with this Contract to waive all rights of subrogation that such issuer may have against any of the Indemnitees.
- 10.4 BUYER HEREBY ACKNOWLEDGES THE INDEMNITY PROVISIONS SET FORTH IN THIS CONTRACT WERE MUTUALLY NEGOTIATED AND AGREED TO BY BOTH PARTIES.
- 10.5 As used in this Article 10, the term "expenses" includes but is not limited to costs of claims, suits, judgments, or proceedings for services, taxes, labor performed, materials furnished, provisions and supplies, board and room, liens, medical expenses, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishment, court costs and reasonable attorneys fees, costs of replacement, cost of repairs, and other costs, including but not limited to the costs of defense.
- 10.6 To the fullest extent permitted by applicable law, the provisions of Articles 9 and 10 shall (a) apply notwithstanding any fault, negligence, strict liability or product liability or any other act or omission of any of the Indemnitees and (b) survive the termination, expiration, cancellation or completion of this Contract.

PERMIT FOR BPA SATSOP SUBSTATION AND ACCESS ROAD

The GRANTOR, WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a municipal corporation of the State of Washington (SUPPLY System), to the extent of its interest in the real property described on Exhibit A and shown on Exhibit B, both attached hereto, and by this reference incorporated herein (the Property), hereby GRANT to the UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administration (BPA), pursuant to the Bonneville Project Act of August 20, 1937, Ch. 720. Stat. 731, as amended, et seq., the GRANTEE, permission to enter and to use, operate and maintain the Satsop Substation that is on the Property:

The permission hereby granted is subject to the following provisions and conditions:

1. The permission hereby granted shall not be assigned or transferred without the express written consent of the GRANTOR.
2. This permit is a license only, and shall not be construed as transferring any title interest in and to the Property, and is subject to easements, rights, restrictions and covenants of record.
3. The parties understand and agree that the physical electrical substation facilities, together with steel towers, insulators, conductors, transformers, breakers and related equipment are and remain the property of the GRANTEE.
4. The GRANTEE shall have the full and complete right to replace, operate, repair and maintain any and all facilities and related equipment that are owned by GRANTEE.
5. The term of this Permit shall be: a period not to exceed five (5) years; or until resolution of encumbrances of record, unsatisfactory to GRANTEE, have been extinguished and GRANTOR and GRANTEE mutually agree to the granting of fee title to the Property; or upon a determination by the GRANTOR or its designated representative, that the operation and maintenance of the electrical substation facility referred to herein is no longer necessary. The occurrence of any of the above shall automatically terminate this Permit. In the event of such termination by GRANTOR, the parties understand and agree that GRANTEE shall have, within a reasonable time thereafter, the right to enter upon the Property to remove all facilities and equipment owned by the GRANTEE.

6. The Parties understand and agree that if any of the Property of the GRANTOR is damaged by GRANTEE, its employees, contractors or assigns while exercising the rights granted herein, the GRANTEE, subject to the availability of appropriations, or its assigns will repair such damage. The GRANTEE shall be liable for such loss, damage or injury resulting from its use of the Property, as provided under the federal Torts Claim Act, 62 STAT. 982 as amended or any other federal act providing for such relief. Any successor or assignee not entitled by law to assert the defense of sovereign immunity shall indemnify and hold harmless GRANTOR for all injury to persons or damage to property caused by such successors' or assignees' use of the Permit.
7. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Permit or to benefit that may arise therefrom, but this provision shall not be construed to extend to this Permit if made to a corporation or company for its general benefit.
8. This grant and Permit hereby made is subject to the perpetual right of the Supply System, its successors and assigns, to the use of the Property in its entirety for the Exclusion Area (as defined in 10 CFR Section 100.31) and the right of the Supply System, its successors and assigns, to regulate activities on the Property in any way as may be and administrative regulations or orders, license conditions, permit, agreements, utility practice or public safety or as may reasonably be required in order to preclude interference with the operation of this Washington Nuclear Project No. 3.

IN WITNESS WHEREOF, the GRANTOR has executed this Permit as of this
26, day of August, 1988.

WASHINGTON PUBLIC POWER SUPPLY SYSTEM

By *James P. Cooper*

WPN-3 Business Manager

Title

Accepted for the
UNITED STATES OF AMERICA

By *John R. Conner*

Title Chief, Land Branch
Bonneville Power Administration

EXHIBIT A

SATS-SS-1

A tract of land located in the southeast quarter of the southwest quarter of Section 8 and Government Lots 2 and 3 of Section 17, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

BEGINNING at the southwest corner of said Section 8; THENCE, S.77°39'03"E., 1530.2 feet to the southwest corner of the Bonneville Power Administration (BPA) Satsop Substation and the true POINT OF BEGINNING; THENCE, N.5°41'48"W., 1005.4 feet; THENCE, N.84°18'12"E., 795.0 feet; THENCE, S.5°41'48"E., 272.4 feet; THENCE, N.84°18'12"E., 180 feet; THENCE, S.5°41'48"E., 353.0 feet; THENCE, S.84°18'12"W., 115.0 feet; THENCE, S.5°41'48"E., 210.0 feet; THENCE, S.45°18'37"W., 270.2 feet; THENCE, S.84°18'12"W., 650.0 feet to the true POINT OF BEGINNING.

Bearings are in reference to the Washington Coordinate System - South Zone.

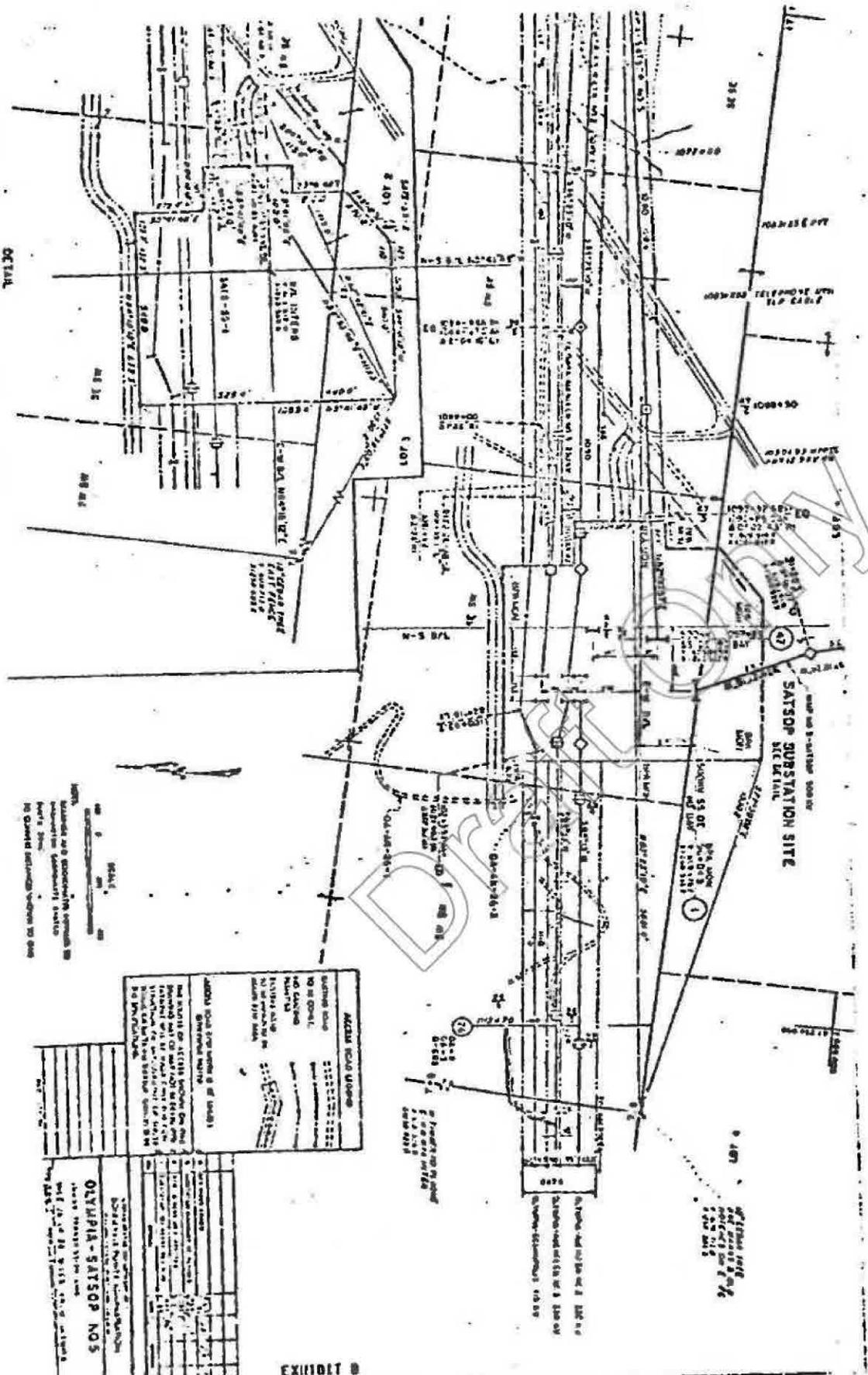
SATS-AR-1

Also a strip of land 60 feet wide for an existing road constructed over and across the southwest quarter of the southeast quarter and that portion of the southeast quarter of the southwest quarter of said Section 8 lying easterly of the Bonneville Power Administration (BPA) Satsop Substation, tract SATS-SS-1 described above. The boundaries of said right-of-way lie 30 feet on each side of and parallel with the following described centerline:

BEGINNING at the southwest corner of said Section 8; THENCE, S.77°39'03"E., 1530.2 feet to the southwest corner of said BPA Satsop Substation; THENCE N.54°53'46"E., 1119.5 feet to a point on the easterly boundary of said BPA Satsop Substation and the true POINT OF BEGINNING of the centerline being described; THENCE N.84°15'51"E., 29.2 feet to the beginning of a curve to the left having a radius of 300 feet; THENCE easterly 31.6 feet along the curve through a central angle of 6°02'; THENCE N.78°13'51"E., 170.9 feet to the beginning of a curve to the right having a radius of 130 feet; THENCE southeasterly 128.8 feet along the curve through a central angle of 56°46'09", being the terminus point of said centerline being described; which said terminus point bears N.62°42'41"E., 1419.9 feet from said southwest corner of BPA's Satsop Substation.

Bearings are in reference to the Washington Coordinate System - South Zone.

MRL/sm
S-1267b



OCEAN

Scale: 1" = 100'

North Arrow

Legend:

- Existing Buildings
- Proposed Buildings
- Proposed Parking
- Proposed Driveways
- Proposed Roads
- Proposed Utilities
- Proposed Fences
- Proposed Landscaping
- Proposed Site Work

EXISTING ROAD WORK	
Existing Road	---
Proposed Road	---
Proposed Driveway	---
Proposed Fencing	---
Proposed Landscaping	---
Proposed Site Work	---

PROPOSED ROAD WORK	
Proposed Road	---
Proposed Driveway	---
Proposed Fencing	---
Proposed Landscaping	---
Proposed Site Work	---

EXHIBIT B

OLYMPIA - SATSOP NOS

DATE: 11/11/83

BY: [Signature]

Tracts: SATS-SS-1
SATS-SS-AR-1
AEA-26-A-1
SATS-SS-2

FEE AND EASEMENT

Substation Site / Access Road / Transmission Line / Danger Trees

FOR AND IN CONSIDERATION of the sum of Fifty-One-Thousand-Five-Hundred Dollars (\$51,500), WASHINGTON PUBLIC POWER SUPPLY SYSTEM, a municipal corporation of the State of Washington, does hereby grant and convey to the UNITED STATES OF AMERICA and its assigns, the fee simple title in and to the following-described real property to-wit:

SATS-SS-1

A tract of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8 and Lots 2 and 3 of Section 17, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, more particularly described as follows:

Beginning at a Bonneville Power Administration monument, which bears S.77°39'03" E., 1530.2 feet from the southwest corner of said Section 8, as evidenced by a 12-inch cedar tree and east fence; thence N. 5°41'48"W., 1005.4 feet to a Bonneville Power Administration monument; thence N.84°18'12"E., 795.0 feet to a Bonneville Power Administration monument; thence S.5°41'48"E., 272.4 feet to a Bonneville Power Administration monument; thence N.84°18'12"E., 180 feet to a Bonneville Power Administration monument; thence S.5°41'48"E., 353.0 feet to a Bonneville Power Administration monument; thence S.84°18'12"W., 115.0 feet to a Bonneville Power Administration monument; thence S.5°41'48"E., 210.0 feet to a Bonneville Power Administration monument; thence S.45°18'37"W., 270.2 feet to a Bonneville Power Administration monument; thence S.84°18'12"W., 650.0 feet to the true point of beginning.

The above-described tract of land contains 19.97 acres, more or less.

Bearings are in reference to the Washington Coordinate System - South Zone.

SATS-SS-AR-1

Also a parcel of land 60 feet wide for a new road to be constructed over and across that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, lying easterly of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract SATS-SS-1, and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 6 West, Grays Harbor County, Washington. The boundaries of said right-of-way lie 30 feet on each side of and parallel with the following line and is described with reference to the Washington Coordinate System - South Zone, as follows:

Beginning on the easterly boundary of said BPA substation site which bears N.54°53'46"E., 1119.5 feet from the most southwesterly corner of said site, bearing S.77°39'03"E., 1530.1 feet from the southwest corner of said Section 8, evidenced by a 12-inch cedar tree; thence N.84°15'51"E., 29.2 feet to the beginning of a curve to the left having a radius of 300 feet; thence easterly 31.6 feet along the curve through a central angle of 6°02'; thence N.78°13'51"E., 170.9 feet to the beginning of a curve to the right having a radius of 130 feet; thence southeasterly 128.8 feet along the curve through a central angle of 56°46'09", being the end of said right-of-way; from said southwesterly corner which bears N.62°42'41"E., 1419.9 feet.

The Grantors also hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land, to-wit:

AEA-26-A-1

A strip of land variable in width over and across the S $\frac{1}{2}$ SE $\frac{1}{4}$ and that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying easterly of the Bonneville Power Administration (BPA) Satsop Substation Site, being BPA Tract SATS-SS-1, of Section 8, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington. The northerly boundary of said strip is coincident with the southerly boundary of the existing BPA Olympia-Aberdeen No. 2 right-of-way. The southerly boundary of said strip lies 52.5 feet southerly of and parallel with the survey line as monumented on the ground for the BPA Olympia-Satsop No. 5 transmission line and is described with reference to the Washington Coordinate System - South Zone, as follows:

Beginning at survey station 1060+50, a BPA monument in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, bearing N.83°23'10"E., 5681.4 feet from the southwest corner of Section 8, evidenced by 12-inch cedar tree and east fence; thence S.81°58'14"W., 3242.6 feet to equation station 1092+92.6 Bk = 1092+88.0 Ah; thence S.82°00'57"W., 10.7 feet to station 1092+98.7 on the east boundary of said substation site, which bears N.5°41'48"W., 52.5 feet from the most easterly southeast corner of said site

Excepting therefrom all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 lying easterly of a line as described in Volume 173 of General, page 51, said County deed records, and that portion of said strip which falls within the boundaries of said substation entrance road being BPA Tract SATS-SS-AR-1.

The above-described strip contains 7.1 acres, more or less.

SATS-SS-2

Also, an easement for a waterline, 15 feet wide containing 0.1 acre in Lot 2 of Section 17, Township 17 North, Range 6 West, Willamette Meridian, Grays Harbor County, Washington, and is more particularly described as follows:

Beginning on the south boundary of the Bonneville Power Administration (BPA) Satsop Substation Site which bears N.84°18'12"E., 525 feet from the southwest corner of said BPA site; thence N.84°18'12"E., 125 feet along said south boundary to the most southeast corner of said site; thence S.5°41'48"E., 15 feet; thence S.84°18'12"W., 125 feet; thence N.5°41'48"W., 15 feet to the point of beginning.

1. The Grant of Easement for waterline purposes shall include the right to locate, construct, operate, maintain, repair, rebuild, upgrade and tap a waterline to the existing waterline located over, under and across the parcel of land described above as Tract No. SATS-SS-2.
2. The grant for transmission line right-of-way shall include the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove and patrol one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present or future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any other vegetation, and fire hazards, provided, however, that vegetation and fire hazards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof, and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way shall be and remain in the United States.
3. The Grantor also hereby grants and conveys to the United States and its assigns:
 - (a). The right to top, limb, or fell, and to remove, sell, burn or otherwise dispose of those trees and snags (collectively called "present danger trees") located on land owned by the Grantor adjacent to the transmission line right-of-way that are presently of such height and location that any part thereof could fall within 19 feet of any of the facilities constructed or to be constructed within the transmission line right-of-way provided, however, it is agreed that the consideration recited herein includes payment for all trees and snags presently and in the future located within the right-of-way, and those trees and snags presently within the area of land located outside said right-of-way as shown on the attached Exhibit A.
 - (b). The United States shall have the right within three years from the date of the initial clearing of the right-of-way to top, limb, or fell, and to remove, sell, burn or otherwise dispose of danger trees, if any, on the Grantor's land outside of the areas of land described in sub-paragraph (a) above (collectively called "additional danger trees"); and the United States shall pay the owner thereof the prevailing market value.

4. The rights granted herein are subject to easements of record and mineral rights of third parties.

5. In addition to the consideration recited herein, the United States shall repair or compensate the Grantor for damage to agricultural crops, fences, and irrigation and drainage systems within the transmission line right-of-way that occurs as a result of and during the construction, reconstruction, removal or maintenance of the transmission line(s). Payment for such damage shall be made on the basis of an estimate of damages by the United States.

6. The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States, and obtain such curative evidences of title as may be requested by the United States.

7. The United States shall pay all costs incidental to the preparation and recordation of this instrument, and for the procurement of the title evidence.

Grantors covenant with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that same are free and clear of all encumbrances; and that Grantors will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this _____ day of _____, 1982.

Witness
Accepted for the
UNITED STATES OF AMERICA

(Date)

By:

CORPORATION ACKNOWLEDGMENT

(Standard form of acknowledgment approved for use with all conveyances
in Washington, Oregon, Idaho and Montana)

State of _____)
County of _____) ss.

On this _____ day of _____, in the year of _____, before me _____
_____ personally appeared _____,

known to me to be the _____ of the corporation that executed the within
instrument or the person who executed the within instrument as authorized agent on behalf of the corpora-
tion, and acknowledged to me that such corporation executed the same, 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 _____ was authorized to execute said instrument and that the seal, if any, affixed is
the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal on the day written above.

(SEAL)

Notary Public in and for the

State of: _____

Residing at: _____

My commission expires: _____

MULTIPLE ACKNOWLEDGMENT

(Standard form of acknowledgment approved for use with all conveyances in Washington, Oregon, Idaho and Montana)

State of _____)
County of _____) ss.

On this _____ day of _____, in the year of _____, before me _____

_____ personally appeared _____, known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that _____ signed and executed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand an official seal on the day written above.

(SEAL)

Notary Public in and for the
State of: _____
Residing at: _____
My commission expires: _____

State of _____)
County of _____) ss.

On this _____ day of _____, in the year of _____, before me _____

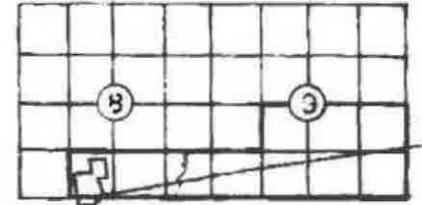
_____ personally appeared _____, known to me to be the individual and person who executed and whose name is subscribed to the within instrument, and acknowledged to me that _____ signed and executed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand an official seal on the day written above.

(SEAL)

Notary Public in and for the
State of: _____
Residing at: _____
My commission expires: _____

SEC 8 & 9 T17N R6W WN
GRAYS HARBOR CO, WASHINGTON



OWNERSHIP MAP

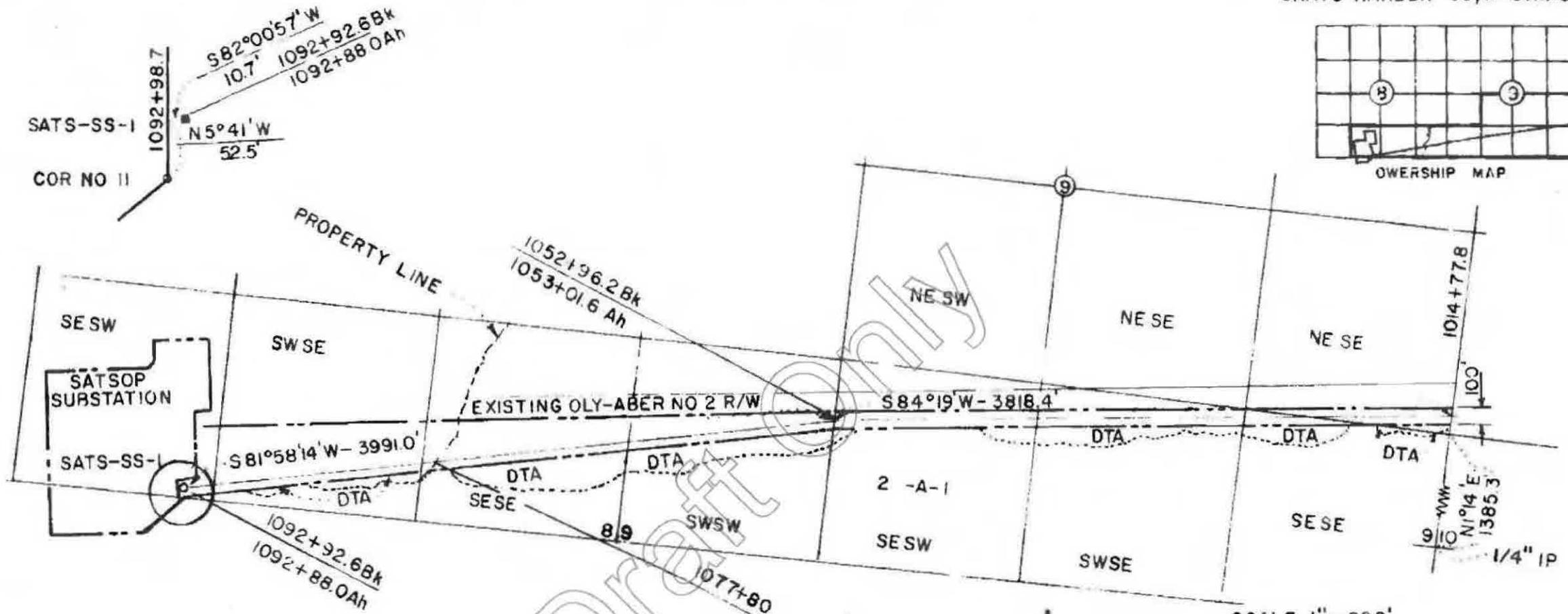


EXHIBIT A

AEA-25-A-1
1014+77.8 TO 1077+80
WEYERHAEUSER COMPANY
16.4 ACRES TRANSMISSION LINE EASEMENT
DTA-TEMPORARY RIGHTS FOR
DANGER TREE REMOVAL

AEA-26-A-1
1077+80 TO 1092+98.7
WASHINGTON PUBLIC POWER SUPPLY SYSTEM
7.1 ACRES TRANSMISSION LINE EASEMENT

EXISTING R/W RECORDED 7-15-64
IN VOLUME 440 PAGE 306
GRAYS HARBOR CO DEED RECORDS

SCALE 1" = 800'
TO BE ACQUIRED

UNITED STATES DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS, PORTLAND, OREGON

SATSOP-OLYMPIA NO 4
TRANSMISSION LINE
TRACT AEA-25-A-1 & 26-A-1

Dr.	Sub.	APPROVED:	
Ch.	Rec	Hd Surv B Map	
		Date 2-4-80	Sh 1 of 1