

BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION

DOCKET NO. UE-04-___

APPENDIX 2

SKOOKUMCHUCK DAM MANAGEMENT AGREEMENT

THIS SKOOKUMCHUCK DAM MANAGEMENT AGREEMENT (the "Agreement") is made as of May __, 2000 (the "Effective Date"), by, on the one hand, PacifiCorp, Public Utilities District No. 1 of Snohomish County, Washington; Puget Sound Energy, Inc.; City of Tacoma, Washington; Avista Corporation; City of Seattle, Washington; and Public Utility District No. 1 of Grays Harbor County, Washington (each a "Dam Owner" and collectively the "Dam Owners") and, on the other hand, TransAlta Centralia Generation LLC, a Washington limited liability company ("Plant Owner") (each a "Party" and collectively, the "Parties"), with reference to the following:

RECITALS

A. Dam Owners are the owners of the Skookumchuck Dam and the real property identified on Exhibit A (collectively, the "Dam") along the Skookumchuck River near Centralia, Washington. The Skookumchuck Dam impounds a reservoir on the Skookumchuck River (the "Reservoir").

B. Pursuant to that certain Centralia Plant Purchase and Sale Agreement, dated as of May 7, 1999 (the "Purchase and Sale Agreement") by, on the one hand, the Dam Owners and, on the other hand, TECWA Power, Inc., a Washington corporation (the "Buyer"), the Dam Owners have agreed to convey the Centralia Steam Electric Generating Plant and related assets located near Centralia, Washington (the "Plant") to the Plant Owner and subsequently to assign the membership interests in the Plant Owner to the Buyer.

C. The Parties wish to enter into this Agreement to govern how the Dam will be managed and how the Parties will bear the costs of management.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Term.

1.1 Initial Term. Unless terminated sooner under Section 7 or extended as provided in Section 1.2, this Agreement shall take effect on the Effective Date and shall remain in effect until the second anniversary of the Effective Date (the "Term").

1.2 Extension of Term. Notwithstanding Section 1.1, the Parties may extend the Term from year to year, by written agreement, if the Dam Owners have not sold the Dam on or before the second anniversary of the Effective Date. The Parties shall begin to negotiate in good faith at least thirty (30) days before the second anniversary of the Effective Date either an extension or amendment of this Agreement, or a new agreement.

1.3 Right of First Refusal: Option to Purchase.

a. During the Term, if the Dam Owners wish to convey the Dam to any party other than Lewis County, Washington (or an agency of Lewis County or an entity created by or for the benefit of Lewis County), the Army Corps of Engineers or the City of Centralia, they shall give the Plant Owner prior written notice of the terms and conditions of the proposed transfer. Plant Owner shall have thirty (30) days from the receipt of such notice in which to accept the offered terms and conditions. If the Plant Owner accepts the proposed terms and conditions, it shall acquire the Dam in accordance with those terms and conditions within sixty (60) days of its acceptance. If the Plant Owner rejects the proposed terms and conditions, or if the Plant Owner does not accept the proposed terms and conditions within the thirty (30) day period, the Dam Owners may proceed to transfer the Dam for a price no lower than, and otherwise on terms and conditions not materially more favorable than those offered to the Plant Owner.

b. If the Dam Owners have not sold the Dam on or before the second anniversary of the Effective Date, the Plant Owner shall have the option to purchase the Dam on terms to be agreed by the Parties in their reasonable discretion, at PacifiCorp's net book value multiplied by 2.105 (the "Dam Purchase Price"). This option shall expire on the third (3rd) anniversary of the Effective Date. Plant Owner may exercise this option at any time after the second anniversary of the Effective Date by giving written notice to the Dam Owners. If the Plant Owner exercises this option, the Parties shall close the sale of the Dam within sixty (60) days after the Plant Owner's exercise of the option. At the closing, (a) Plant Owner's delivery of the Dam Purchase Price shall be conditioned on the Dam Owner's conveyance of the Dam to the Plant Owner, (b) Dam Owner's conveyance of the Dam shall be conditioned on the Plant Owner's payment of the Dam Purchase Price to the Dam Owners in immediately available funds, and (c) the performance of each Party shall be conditioned on the receipt of any necessary third party consents.

1.4 Plant Owner's Right to Inspect the Dam. During the Term, Plant Owner and its agents or representatives may inspect the Dam during regular business hours at the Plant Owner's sole risk and expense. Plant Owner shall give PacifiCorp at least ten (10) days' prior written notice before commencing any inspection of the Dam. Upon reasonable notice to PacifiCorp, the Plant Owner may, during PacifiCorp's regular business hours, examine PacifiCorp's records pertaining to the condition of the Dam. Plant Owner and its agents or representatives shall keep confidential any information obtained from its inspection of the Dam or examination of records, except with PacifiCorp's prior written consent.

2. Dam Owners' Designation of Agent. The Dam Owners hereby designate PacifiCorp as their agent for the purposes of discharging their obligations as Dam Owners, including carrying out this Agreement on behalf of the Dam Owners.

3. Management Duties. During the Term, PacifiCorp shall employ one (1) part-time employee at the Dam (the "On Site Employee") to perform onsite management, including the

maintenance of the Dam in accordance with good utility practice. PacifiCorp shall supervise the employee and provide the management, materials, and equipment necessary to operate and maintain the Dam in such a manner in compliance with all applicable legal obligations, including the Centralia Steam Electric Generating Project Fish and Wildlife Agreement dated May 29, 1998 (the "DF&W Agreement") and applicable law. To the extent that items of equipment ordinarily used in the operation and maintenance of the Dam have been conveyed to Plant Owner under the Purchase and Sale Agreement, Plant Owner shall make such equipment available to PacifiCorp at no charge and at PacifiCorp's sole risk and liability solely for the purpose of carrying out the Dam Owners' duties under this Agreement.

4. Costs.

4.1 Monthly Invoice for Costs. On or before the twentieth (20th) day of each calendar month, PacifiCorp shall invoice Plant Owner for all costs incurred by PacifiCorp during the previous calendar month to perform PacifiCorp's duties under this Agreement (except for direct costs and overhead costs for the On-Site Employee) ("Chargeable Costs"). Chargeable Costs shall include but not be limited to the costs of (a) operating and maintaining the Dam and the Reservoir in compliance with applicable law (including dam safety, measuring and monitoring costs); (b) complying with the DF&W Agreement (including paying fees); (c) controlling and removing debris in the Reservoir, (d) purchasing and storing necessary equipment and materials used in performing the Dam Owners' duties under this Agreement, plus PacifiCorp's standard overhead relating to equipment and materials (including without limitation shipping and insurance and warehouse restocking charges), (e) transportation of any personnel (other than the On-Site Employee), materials or equipment used by PacifiCorp to carry out its duties under this Agreement (which costs shall be equal to the internal allocated transportation costs PacifiCorp uses for its own accounting purposes), and (f) PacifiCorp's direct and overhead costs attributable to required supervision and management of the On Site Employee. To manage Chargeable Costs, PacifiCorp shall use reasonable efforts to keep the Plant Owner informed of operations and maintenance activities at the Dam and shall give the Plant Owner a reasonable opportunity to perform for its own account any of the maintenance or operations tasks that would otherwise be performed by PacifiCorp or a third party contractor.

4.2 Payment. Plant Owner shall pay all invoices issued by PacifiCorp under this Agreement within forty-five (45) days of receipt; provided, however, that Plant Owner shall not be required to pay an invoice to the extent that payment would cause the Plant Owner to pay more than US\$300,000 under this Agreement in any calendar year (which amount shall be prorated for any partial calendar year). Any amount of Chargeable Costs that exceeds US\$300,000 (or the prorated portion thereof) shall not rollover to any subsequent calendar year.

4.3 Sharing of Unreimbursed Costs. Any Chargeable Costs or other costs that are not reimbursed by the Plant Owner under this Agreement are "Unreimbursed Costs." The Dam Owners shall share Unreimbursed Costs in accordance with the percentage shares set forth on Exhibit B. On or before the twentieth (20th) day of each calendar month, PacifiCorp shall invoice each Dam Owner for any Unreimbursed Costs incurred by PacifiCorp during the preceding calendar month. If the Plant Owner fails to pay an invoice under this Agreement for

more than forty-five (45) days after the date on which the payment is due, PacifiCorp may include the unpaid amount as Unreimbursed Costs in its next invoice to the Dam Owners, subject to subsequent crediting upon receipt of the Plant Owner's payment. Payment is due no later than thirty (30) days after receipt of the invoice.

4.4 Records. PacifiCorp shall maintain reasonably detailed records of the costs incurred and invoiced by it under this Agreement. The Plant Owner or the Dam Owners collectively may, upon reasonable notice to PacifiCorp given not more than once per year, examine these records during PacifiCorp's regular business hours to verify the costs invoiced by PacifiCorp.

4.5 Late Payments. Late payments shall accrue simple interest from the due date until the date full payment is received by PacifiCorp at the interest rate of 1½% per month (18% per year) or the highest rate permitted by law, whichever is lower.

4.6 Disputed Invoices. If the recipient of an invoice disputes any charges included in an invoice delivered by PacifiCorp under this Agreement, the recipient shall nonetheless pay the undisputed amount included in the invoice. The recipient shall include with any partial payment a written description of the reasons for the dispute. PacifiCorp shall respond to the recipient's written protest within fifteen (15) days of receipt. Any payment resulting from the settlement of a disputed portion of an invoice will include interest at the rate specified in Section 4.5. Any invoice that has not been disputed within one (1) year of the date on which it was received by a Party shall be conclusive and not subject to adjustment.

5. Liability.

5.1 Limitation. NO PARTY WILL HAVE ANY LIABILITY TO ANY OTHER PARTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, FOR ANY LOST PROFITS, LOST REVENUES, LOST USE OF FACILITIES, LOST DATA, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

5.2 Allocation Among Dam Owners. The Dam Owners will share any liability incurred with respect to the management and operation of the Dam in accordance with their percentage interests as set forth on Exhibit B.

6. Force Majeure. A Party shall be excused from performing any obligation or undertaking imposed upon it by this Agreement (other than the duty to make payments when due) in the event and/or for so long as the performance of such obligation or undertaking is prevented, delayed, retarded or hindered by (a) fire or explosion; (b) earthquake, flood, action of the elements or any other act of God; (c) war, invasion, insurrection, riot, mob violence, sabotage or malicious mischief; (d) strike, lockout, or other action of any labor union; (e) condemnation, requisition, law, order of government or civil or military or naval authority; (f) drought or other physical impairment of water supply or sources; (g) a law, statute, code, ordinance, order, award,

judgment, decree, injunction, rule, or regulation; or (h) any other external cause (excluding financial inability) not within the reasonable control of such Party.

7. Termination and Survival.

7.1 Termination. If the Dam Owners, on the one hand, or the Plant Owner, on the other, fail to perform their respective obligations under this Agreement, and the failure is not: (1) excused under Section 6 above, or (2) cured within thirty (30) days' of written notice from the non-defaulting Party of the failure, then the non-defaulting Party shall have the right to terminate this Agreement by providing written notice to the other Party. This Agreement shall also terminate upon the closure of the Plant and the Mine, and shall terminate, unless renewed or extended or provided in Section 1.2, upon the second anniversary of the Effective Date. This Agreement shall terminate upon sale or other transfer of the Dam to any third party.

7.2 Survival. All payment obligations and liabilities incurred before the termination or expiration of this Agreement shall survive its termination or expiration.

7.3 Cumulative Remedies. A Party's right to terminate under this Section 7 is in addition to any other remedies that a Party may have at law or in equity against a defaulting Party.

8. Waiver of Headwater Benefits. In consideration of the reimbursement obligations of the Plant Owner hereto, the Dam owners hereby release the Plant Owner and Mine Owner from any and all liabilities or obligations respecting headwater benefits, if any, due to the Dam Owners under applicable law, respecting any period in which this Agreement is in effect.

9. Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by telegraphic, facsimile or other electronic means, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person or by telegraphic, facsimile or other electronic means (b) one (1) Business Day after having been delivered to an air courier for overnight delivery or (c) three (3) Business Days after having been deposited in the U.S. mails as certified or registered mail, return receipt requested, all fees prepaid, directed to the parties or their permitted assignees at the following addresses (or at such other address as shall be given in writing by a Party hereto):

If to Dam Owners, addressed to:

Senior Vice President
Power Supply
PacifiCorp
One Utah Center, 23rd Floor
Salt Lake City, Utah 94140

with a copy to:

George M. Galloway
Steel Rives LLP
900 SW Fifth Avenue
Portland, Oregon 97204
Facsimile: (503) 220-2480

If to Plant Owner, addressed to:

TransAlta Centralia Generation LLC
913 Big Hanaford Road
Centralia, Washington 98531

with a copy to:

TECWA Power, Inc.
110 12th Avenue SW
Calgary, Alberta
Canada T2P 2M1
Attn: General Counsel
Facsimile: (403) 267-3734

and a copy to:

Joel H. Mack
Latham & Watkins
701 B Street, Suite 2100
San Diego, California
Facsimile: (619) 696-7419

10. Successors and Assigns. Except as provided in Section 7.1, the provisions of this Agreement shall bind and inure to the benefit of all successors and other parties now having or obtaining any beneficial interest in the Parcels.

11. General Interpretation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. If any term, provision or condition contained in this Agreement (or the application of any such term, provision, or condition) shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When the context in which the words are used herein indicates that such is the intent, words in the singular shall include the plural and vice versa, and all pronouns and any variations thereof shall be deemed to refer to all genders. The captions of the Sections in this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation or construction.

12. Warranty of Authority. Each Person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the entity on whose behalf it is indicated that the Person is signing.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TRANSALTA CENTRALIA GENERATION LLC,
a Washington limited liability company

By: TECWA Power, Inc.
a Washington corporation.
its sole member

By: *[Signature]*
Name:
Title:

PACIFICORP

By: *[Signature]*
Name:
Title:

PUBLIC UTILITIES DISTRICT NO. 1 OF
SNOHOMISH COUNTY, WASHINGTON

By: *[Signature]*
Name:
Title:

PUGET SOUND ENERGY, INC.


By: _____
Name:
Title:

CITY OF TACOMA, WASHINGTON;

By: *[Signature]*
Name:
Title:

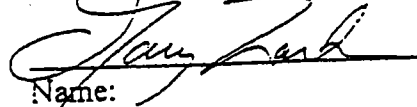
AVISTA CORPORATION

By:


Name:
Title:

CITY OF SEATTLE, WASHINGTON

By:


Name:
Title:

PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS
HARBOR COUNTY, WASHINGTON

By:

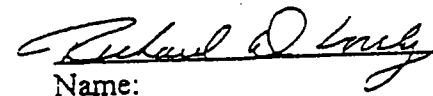

Name:
Title:

EXHIBIT A

Real Property

The real property located in Thurston County and described in the following Correction Deeds and Bills of Sale dated April 2, 1986, from Washington Irrigation & Development Company, as grantor, subject to all matters disclosed of record.

<u>Grantee</u>	<u>Thurston County Auditor's Number</u>	<u>Vol/Page</u>	<u>Recording Date</u>
<u>Pacific Corp</u>	<u>8604160017</u>	<u>1406/843</u>	<u>4/16/86</u>
<u>City of Tacoma</u>	<u>8604160012</u>	<u>1406/788</u>	<u>4/16/86</u>
<u>City of Seattle</u>	<u>8604160013</u>	<u>1406/807</u>	<u>4/16/86</u>
<u>Puget Sound Power & Light Company</u>	<u>8604160014</u>	<u>1406/816</u>	<u>4/16/86</u>
<u>The Washington Water Power Company</u>	<u>8604160015</u>	<u>1406/825</u>	<u>4/16/86</u>
<u>Portland General Electric - Company</u>	<u>8604160016</u>	<u>1406/834</u>	<u>4/16/86</u>
<u>Public utility District No. 1 of Snohomish County</u>	<u>8604160018</u>	<u>1406/852</u>	<u>4/16/86</u>
<u>Public Utility District No. 1 of Grays Ha</u>	<u>8604160019</u>	<u>1406/861</u>	<u>4/16/86</u>

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY, Grantee, a Forty-Seven and Five Tenths Percent (47.5%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Meyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance:

Real Estate Sales Tax Paid None
 Receipt No. 48922 Date 4-26-86
 Larris G. Hunter, Thurston County Treas.
 By [Signature] Deputy

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(a) Grantor covenants with Grantee, and the Grantee covenants with Grantor and with all other tenants in common thereof, that so long as the Centralia Thermal Plant is used or useful for the generation of electric energy, said real estate shall be used only for the purposes of constructing and operating thereon the Skookumchuck Reservoir and associated facilities used or useful in connection with said Centralia Thermal Plant, or for such other purpose as may be mutually agreed upon by all of said tenants in common; and

(b) Grantee, for itself, its successors and Assigns, hereby accepts title to said real estate and any improvements now or hereafter constructed thereon as a tenant in common with Grantor and others who may now hold or hereafter acquire interests as tenants in common in said real estate, and AGREES that, for the period commencing with the date hereof and continuing so long as the Centralia Thermal Plant is used or useful for the generation of electric energy: (1) the interest hereby conveyed shall be held in such tenancy in common; (2) Grantee waives the right to partition of the Skookumchuck Reservoir and associated facilities or the real estate hereby conveyed whether by partition in kind or by sale and division of the proceeds thereof; (3) Grantee will not resort to any action at law or in equity to partition the Skookumchuck Reservoir and associated facilities or said real estate; (4) Grantee waives the benefit of all such laws as may now or hereafter authorize such partition; (5) the covenants herein made and restrictions set forth in this conveyance shall be binding upon Grantee, its successors and assigns, shall be an attribute of the title herein conveyed to Grantee, and shall be and remain covenants running with the real estate hereby conveyed; (6) Grantee recognizes and represents to the Grantor and others who may now or hereafter acquire interests in said real estate as tenants in common, that the

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common ownership created hereby and the reservations, conditions, restrictions, waivers and covenants herein set forth are for the mutual benefit of Grantor, others who may now or hereafter acquire interests in said real estate as tenants in common and the Grantee and its successors and assigns, and that such benefit is best realized by insuring to each tenant in common the value of ownership, use and operation of the Centralia Thermal Plant and the Skookumchuck Reservoir and associated facilities during such period; and (7) said reservations, conditions, restrictions, waivers and covenants are reasonably related to a proper purpose to be accomplished, and that said period is therefore reasonable when so considered.

(c) Grantor covenants with Grantee that Grantor shall likewise be bound by all of the terms, conditions, restrictions, waivers and covenants hereof with respect to any interest retained by Grantor in said real estate and improvements thereon; and Grantor further covenants that any further conveyances of any interest in said real estate shall include all of the same terms, conditions, restrictions, waivers and covenants as contained herein.

This Correction Deed and Bill of Sale is filed to correct certain errors in the legal description contained in that certain Deed and Bill of Sale executed on November 16, 1984 from Grantor to Grantee.

DATED this 2nd day of April, 1986.

WASHINGTON IRRIGATION & DEVELOPMENT COMPANY

By: [Signature]
President

Attest: [Signature]
Secretary

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STATE OF WASHINGTON)
) ss.
County of)

On this 2nd day of April, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Howard H. Meyers and Edward J. Leach to me known to be the President and Secretary, respectively, of WASHINGTON INVESTIGATION & DEVELOPMENT COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Dennis Roberts
Notary Public in and for the State
of Washington, residing at Spokane



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EXHIBIT "A" TO DEED

From

WASHINGTON IRRIGATION & DEVELOPMENT COMPANY

to

PACIFICORP dba PACIFIC POWER & LIGHT COMPANY

dated March 27, 1986

County of Thurston, State of Washington

Township Fifteen (15) North, Range One (1) East of the Willamette Meridian.

Parcel 1 - Sections Eleven (11), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17)

Beginning at a point on the east-west line between Sections 11 and 14 which bears North 87° 00' 05" West 182.7 feet from the southeast corner of said Section 11, thence along the following courses and distances in said Section 11:

North 53° 49' 14" East 100.09 feet; North 65° 55' 35" West 359.73 feet; South 43° 16' 54" West 220.51 feet; South 60° 49' 42" West 45.76 feet, more or less.

to a point on the south line of said Section 11, thence along the following courses and distances in said Section 14:

South 60° 49' 42" West 255.90 feet; South 71° 30' 17" West 338.46 feet; North 51° 54' 39" West 271.89 feet; North 83° 20' 37" West 254.24 feet; North 76° 03' 51" West 356.87 feet; South 70° 40' 57" West 438.45 feet; South 59° 49' 51" West 255.72 feet; South 47° 47' 27" West 236.45 feet; South 48° 20' 37" West 81.47 feet; South 75° 59' 05" West 82.72 feet; South 68° 24' 10" West 73.99 feet; North 78° 22' 49" West 69.10 feet; North 64° 51' 36" West 98.73 feet; North 53° 03' 31" West 177.29 feet; North 88° 20' 53" West 49.75 feet; North 70° 36' 08" West 92.49 feet; North 58° 47' 11" West 78.31 feet; North 46° 41' 53" West 221.29 feet; South 74° 41' 45" West 662.79 feet; North 86° 11' 28" West 186.12 feet; South 78° 26' 42" West 242.53 feet; North 87° 59' 29" West 494.18 feet more or less.

to a point on the north-south section line common to Sections 14 and 15 which is South 01° 52' 20" West 493.59 feet from the northwest corner of said Section 14, thence along the following courses and distances in said Section 15:

North 87° 55' 29" West 327.43 feet; North 74° 02' 53" West 400.22 feet; North 88° 45' 51" West 575.91 feet; South 76° 33' 47" West 492.55 feet; South 16° 25' 23" West 164.30 feet; South 59° 05' 01" West 329.19 feet; North 78° 22' 18" West 407.09 feet; South 32° 16' 15" West 423.58 feet; North 89° 33' 35" West 156.21 feet; North 33° 49' 33" West 186.80 feet; South 62° 47' 03" West 257.36 feet; South 82° 05' 25" West 287.73 feet; South 36° 00' 02" West 261.98 feet; North 50° 43' 21" West 152.81 feet; South 86° 35' 42" West 654.04 feet; South 25° 15' 30" West 378.44 feet; North 15° 32' 51" West 349.85 feet; South 69° 45' 16" West 285.24 feet; North 88° 02' 05" West 120.15 feet more or less.

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to a point on the north-south section line common to Sections 15 and 16 which is South 02° 26' 44" East 1,846.54 feet from the northwest corner of said Section 15, thence along the following courses and distances in said Section 16:

North 85° 02' 05" West 144.02 feet; North 67° 20' 56" West 244.42 feet; North 40° 31' 43" West 215.43 feet; North 82° 23' 41" West 161.01 feet; South 83° 11' 32" West 349.13 feet; South 88° 51' 12" West 334.53 feet; South 76° 46' 31" West 364.62 feet; North 80° 09' 45" West 693.06 feet; South 85° 54' 49" West 391.76 feet; North 73° 54' 40" West 392.15 feet; North 20° 12' 38" East 239.00 feet; North 06° 58' 06" East 165.47 feet; South 74° 49' 49" West 104.10 feet; South 62° 14' 25" West 776.84 feet; North 87° 23' 03" West 220.95 feet; South 80° 53' 35" West 766.03 feet; North 85° 36' 44" West 46.89 feet more or less.

to a point on the north-south section line common to Sections 16 and 17 which is South 02° 20' 51" East 1,834.31 feet from the northwest corner of said Section 16, thence along the following courses and distances in Section 17:

North 85° 36' 44" West 132.92 feet; North 02° 21' 01" East 128.11 feet; North 23° 07' 41" West 325.96 feet; North 03° 45' 27" East 318.32 feet; North 85° 40' 34" West 162.58 feet; South 28° 26' 02" West 320.98 feet; South 03° 48' 16" West 182.46 feet; South 22° 25' 40" East 232.05 feet; North 80° 33' 74" West 258.57 feet; North 65° 21' 10" West 287.74 feet; South 68° 12' 12" West 394.31 feet; North 35° 32' 27" West 152.13 feet; South 64° 44' 11" West 139.83 feet; North 73° 30' 27" West 173.22 feet; North 46° 00' 29" West 114.86 feet; North 77° 32' 52" West 350.23 feet; South 62° 54' 49" West 169.14 feet; South 33° 05' 59" West 584.71 feet; South 74° 11' 20" West 845.70 feet; North 72° 17' 34" West 1,186.61 feet; North 47° 40' 31" West 156.06 feet more or less.

to a point on the west line of said Section 17 which is South 00° 19' 55" West 1,615.45 feet from the northwest corner of said section, thence northerly along the west line of said section to the southwest corner of the northwest quarter of the southwest quarter (NW1/4SW1/4) of said section, thence easterly along the south line of the north half of the south half (N1/2S1/2) of said section 402.17 feet to a point, thence along the following courses and distances in Section 17:

North 79° 25' 18" East 846.57 feet; South 51° 56' 54" East 123.58 feet; South 85° 51' 31" East 166.81 feet; North 07° 52' 18" West 272.18 feet; North 62° 14' 10" East 317.5 feet; South 52° 28' 44" East 113.04 feet; North 63° 55' 38" East 105.15 feet; North 87° 57' 47" East 703.00 feet; South 83° 31' 25" East 427.31 feet; North 58° 18' 40" East 460.38 feet; South 39° 38' 57" East 340.74 feet; South 87° 17' 54" East 129.02 feet; South 46° 56' 40" East 474.08 feet; North 71° 34' 04" East 236.69 feet; South 82° 48' 09" East 232.44 feet; North 71° 34' 25" East 453.41 feet more or less.

to a point on the north-south section line common to Sections 16 and 17 which is South 02° 20' 51" East 3,799.98 feet from the northeast corner of said Section 17, thence along the following courses and distances in Section 16:

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North 71° 34' 25" East 66.25 feet; North 72° 01' 00"
 East 240.65 feet; South 77° 54' 16" East 429.48 feet;
 South 54° 48' 47" East 311.95 feet; South 81° 21' 40"
 East 307.40 feet; South 44° 57' 41" East 645.70 feet;
 North 30° 01' 38" East 508.54 feet; South 84° 38' 08"
 East 146.78 feet; North 50° 50' 53" East 174.84 feet;
 South 88° 33' 23" East 113.41 feet; South 33° 23' 03"
 East 200.31 feet; North 42° 52' 15" East 187.86 feet;
 South 65° 02' 35" East 230.65 feet; South 39° 05' 42"
 East 698.82 feet; North 49° 22' 24" East 225.34 feet;
 North 01° 07' 02" West 507.66 feet; North 16° 09' 36"
 West 362.05 feet; North 04° 44' 27" West 217.83 feet;
 North 52° 03' 43" East 115.97 feet; North 81° 08' 00"
 East 455.98 feet; North 49° 02' 56" East 367.24 feet;
 North 39° 54' 40" East 320.69 feet; South 37° 54' 29"
 East 342.52 feet; North 66° 30' 52" East 439.91 feet
 more or less.

to a point on the north-south section line between
 Sections 15 and 16 which is South 02° 26' 34" East
 2,979.49 feet from the northeast corner of said Section
 16. thence along the following courses and distances in
 Section 15:

North 68° 50' 52" East 147.51 feet; South 58° 22' 18"
 East 221.38 feet; South 85° 10' 21" East 505.81 feet;
 North 20° 22' 33" East 180.03 feet; South 80° 21' 39"
 East 478.53 feet; North 11° 20' 03" East 230.34 feet;
 North 68° 10' 44" East 275.97 feet; North 49° 30' 09"
 East 272.44 feet; South 75° 41' 41" East 43.02 feet;
 North 78° 17' 48" East 506.93 feet; North 83° 20' 25"
 East 446.82 feet; North 46° 04' 37" East 256.71 feet;
 North 79° 33' 02" East 637.43 feet; North 51° 46' 37"
 East 551.52 feet; North 81° 28' 02" East 606.99 feet;
 North 75° 18' 13" East 290.80 feet; South 83° 50' 25"
 East 134.60 feet; North 48° 23' 00" East 68.60 feet
 more or less.

to a point on the north-south section line common to
 Sections 14 and 15 which is South 01° 52' 20" West
 1,452.35 feet from the northeast corner of said Section
 15. thence along the following courses and distances in
 Section 14:

North 48° 13' 08" East 71.61 feet; South 70° 39' 32"
 East 304.30 feet; North 68° 24' 16" East 224.10 feet;
 North 79° 00' 16" East 559.39 feet; South 49° 13' 50"
 East 538.86 feet; North 61° 44' 25" East 315.72 feet;
 South 85° 02' 10" East 1,180.34 feet; North 61° 30' 30"
 East 819.09 feet; North 71° 29' 01" East 751.67 feet;
 North 33° 49' 14" East 601.15 feet more or less.

to a point on the east-west section line between sections
 11 and 14 which is North 87° 00' 03" West 182.27 feet from
 the northeast corner of said Section 14, and the point of
 beginning for this description.

NOTE: All courses shown in the foregoing description are based on the
 State of Washington Coordinate System (South Zone).

TOGETHER WITH an assessment as granted in that certain deed recorded
 November 25, 1970, in Volume 525, page 103, Deed Records of Thurston County
 under Auditor's File No. 833253 for the temporary overflow of reservoir waters
 on any lands owned by WEYERHAEUSER COMPANY, a Washington corporation, in said
 certain deed within the Southeast Quarter of the Southeast Quarter of Section
 11, all of Section 12, the North Half of Section 13, the North Half of Section
 14, the North Half of Section 15, and the North three-fourths of Section 17,
 in Township 15 North, Range 1 East of the Willamette Meridian; PROVIDED,
 HOWEVER, that in the event of such overflow, Grantee shall pay for any damage
 to land, timber and improvements occasioned by such overflow.

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ALSO TOGETHER WITH an easement contained in that certain Warranty Deed recorded December 14, 1970 in Volume 528, page 292, Deed Records of Thurston County, under Auditor's File No. 834257 for the temporary and intermittent overflow of the reservoir waters, upon and over the adjoining lands of Grantor therein; provided that, in the event of any such overflow, the Grantee herein shall be responsible for payment of any damage to growing timber, improvements or personal property, including rock inventories upon such adjoining lands of such Grantor, and shall be responsible for payment of compensatory damages resulting from any temporary interruption of quarry operations, if any, upon such adjoining lands of such Grantor, occasioned by such overflow.

Parcel 2 - Section Eighteen (18)

Those portions of the North Half and the North Half of the Southeast Quarter of said Section 18 lying southerly of the following described line:

Beginning at a point on the east line of said Section 18 which bears South 00° 11' 33" West 1,413.43 feet from the northeast corner of said section; thence North 47° 40' 31" West 931.19 feet; thence North 71° 15' 47" West 1,828.15 feet; thence South 73° 14' 02" West 1,096.69 feet; thence South 61° 46' 54" West 317.30 feet; thence South 87° 40' 58" West 89.00 feet, more or less, to a point on the northeasterly line of that certain tract conveyed by Scott Paper Company to Henry W. Turner and Evelyn Turner by deed dated May 22, 1958 and recorded in the Deed Records of said Thurston County under Auditor's File No. 597416; thence northwesterly along said northeasterly line of said Turner tract to the north line of said Section 18; thence westerly along said north line of said section to the northwest corner thereof;

and lying northerly of the following described line:

Beginning at a point on the east line of said Section 18 which bears South 00° 19' 55" West 3,759.54 feet from the northeast corner of said section; thence North 68° 11' 24" West 614.59 feet; thence North 44° 13' 53" West 1,275.23 feet; thence North 32° 13' 14" West 827.33 feet; thence North 86° 47' 53" West 1,202.47 feet; thence South 34° 42' 19" West 811.72 feet; thence North 14° 23' 23" West 79.18 feet, more or less, to a point on the southeasterly line of the aforementioned Turner tract; thence southwesterly along said southeasterly line of said Turner tract to its intersection with the east-west centerline of said Section 18; thence westerly along said east-west centerline to the west quarter corner of said Section 18;

EXCEPTING THEREFROM, so much of the Northwest Quarter of said Section 18 as was conveyed by Scott Paper Company to Henry W. Turner and Evelyn Turner by said deed dated May 22, 1958.

FURTHER EXCEPTING THEREFROM, those portions conveyed under Auditor's File Nos. 857989, 872705 and 1074923.

TOGETHER WITH that portion of vacated roadway, if any, that would attach to the said Parcel 2 by operation of law as disclosed by Resolution 7312 under Auditor's File No. 8207270131.

Parcel 3 - Sections Seven (7) and Eighteen (18)

That part of Lot 4 of said Section 7 and those portions of the Northeast Quarter of the Northwest Quarter, Government Lots 1 and 2, the Southeast Quarter of said Northwest Quarter, the Northeast Quarter of the Southwest Quarter and of Government Lot 3 of said Section 18 described as follows:

Beginning at the southwest corner of said Section 7; running thence North 00° 18' 39" East along the west line of said section 122.21 feet; thence South 78° 10' 12" East

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328.20 feet; thence South 61° 28' 14" East 362.28 feet; thence South 15° 42' 21" East 390.98 feet; thence South 09° 50' 00" East 575.00 feet, more or less, to the line of ordinary high water of the left bank of Shoohumchuck River; thence northeasterly along said line of ordinary high water 1,270.00 feet, more or less, to a point described as 747.00 feet south and 2,213.25 feet east of the northwest corner of said Section 18; thence South 07° 22' 35" West 434.30 feet; thence South 34° 14' 22" West 298.32 feet; thence South 33° 36' 51" West 327.28 feet; thence South 46° 55' 48" East 27.33 feet; thence South 46° 10' 44" West 222.71 feet; thence South 19° 03' 38" West 142.48 feet; thence South 36° 18' 34" West 426.57 feet; thence South 03° 39' 39" West 300.86 feet; thence South 42° 49' 24" West 597.78 feet; thence North 79° 22' 14" West 189.91 feet; thence North 56° 47' 53" West 186.23 feet; thence North 38° 24' 23" West 720.00 feet, more or less, to said line of ordinary high water; thence southeasterly along said line of ordinary high water 350.00 feet, more or less, to the west line of said Section 18; thence North 00° 06' 58" West along said west line 2,748.00 feet, more or less, to the point of beginning;

EXCEPT that certain tract of real property conveyed to the State of Washington by Deed dated August 2, 1972 and recorded August 18, 1972 in Deed Records of Thurston County under Auditor's File No. 872705.

Township Fifteen (15) North, Range One (1) West of the Willamette Meridian.

Parcel 4 - Section Twelve (12)

The South Half of the Southeast Quarter, the Southeast Quarter of the Northeast Quarter of the Southwest Quarter, the East Half of the Southeast Quarter of the Southwest Quarter, and that portion of the West Half of the Southeast Quarter of the Southwest Quarter bounded on the east by the east line of said West Half of the Southeast Quarter of the Southwest Quarter and bounded on the westerly side by the northeasterly right of way line of the Troller (Shoohumchuck) County Road and bounded on the northwesterly side by a line which is parallel with and 37.50 feet northwesterly of the center survey line of that certain right of way granted to Pacific Northwest Pipeline Corporation by instrument dated February 24, 1956 and recorded File No: 557791-8, all in said Section 12, EXCEPTING therefrom county road known as Troller Road and EXCEPT any other county roads.

Parcel 5 - Section Thirteen (13)

The South Half, the Northeast Quarter, and the East Half of the Northwest Quarter of said Section 13 EXCEPTING therefrom county road known as Troller Road and EXCEPT any other county roads.

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CORRECTION DEED AND BILL OF SALE

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The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to the CITY OF TACOMA, a municipal corporation of the State of Washington, Grantee, an Eight Percent (8%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

As condition of the making and acceptance of this conveyance:

(a) Grantor covenants with Grantee, and the Grantee covenants with Grantor and with all other tenants in common thereof, that so long as the

FD-26-MA-93

Real Estate Sales Tax Paid None

MICROFILMED

Receipt No. 148927 Date 4-16-86
Harris G. Hunter, Thurston County Treas.
Don Army Depts

WL 1408 PAGE 788

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to the CITY OF SEATTLE, a municipal corporation of the State of Washington. Grantee, an Eight Percent (8%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 934, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 356, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance:

(a) Grantor covenants with Grantee, and the Grantee covenants with Grantor and with all other tenants in common thereof, that so long as the Grant Estate Sales Tax Paid ~~is~~ *is*

Receipt No. 140923 Date 4-26-86 VOL 1406 PAGE 807
 Heide G. Hunter, Thurston County Treasurer
 By [Signature] Deputy
 WITNESSED

FD-26-WA-82

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation, Grantee, a Seven Percent (7%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance:

(a) Grantor covenants with Grantee, and the Grantee covenants with Grantor and with all other tenants in common thereof that so long as the

FD-26-WA-93

Real Estate Sales Tax Paid 7000
 Receipt No. 118925 Date 4-16-86
 Harris G. Hunter, Thurston County Treasurer
[Signature] Treasurer

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to THE WASHINGTON WATER POWER COMPANY, a Washington corporation, Grantee, a Fifteen Percent (15%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 25, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance:

(a) Grantor covenants with Grantee, and the Grantee covenants with Grantor and with all other tenants in common thereof, that so long as the

Annual License Sales Tax Paid *[Signature]*

FD-26-WA-93

Receipt No. 1489211 Date 4/16/86
Harris G. Hunter, Thurston County Treasurer

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[Signature]

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, Grantee, a Two and Five Tenths Percent (2.5%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 664, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance:

(a) Grantor covenants with Grantee, and the Grantee covenants with Grantor and with all other tenants in common thereof, that so long as the

Receipt No. 148723 Date 4-6-96
 Harris G. Hunter, Thurston County Treas.
 140923

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to the PUBLIC UTILITY DISTRICT NO. 1 of Snohomish County, a municipal corporation of the State of Washington, Grantee, an Eight Percent (8%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the assessments, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance...

FD-26-MA-93

Receipt No. 148921 Date 4-16-86

Morris G. Hunter, Thurston County Treas.

Don Cherry Deputy

WA 1406 PAGE 852

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CORRECTION DEED AND BILL OF SALE

The Grantor, WASHINGTON IRRIGATION & DEVELOPMENT COMPANY, a corporation, in consideration of Ten Dollars and other consideration in hand paid, bargains, sells and conveys to the PUBLIC UTILITY DISTRICT NO. 1 of Greys Harbor County, a municipal corporation of the State of Washington, Grantor, a Four Percent (4%) undivided interest, as a tenant in common with Grantor and others, in and to the real estate situated in the County of Thurston, State of Washington, as described in Exhibit A attached hereto and by this reference made a part hereof; and in and to the structures, equipment and facilities now or hereafter constructed and installed in or on said real estate; SUBJECT TO rights of the City of Centralia as set forth in that certain letter agreement dated May 26, 1967 between Pacific Power & Light Company and the City of Centralia, also SUBJECT TO the easements, rights of way, restrictions, reservations and other encumbrances of record, including but not limited to an Easement for Access Roads, dated March 7, 1974, granted by Washington Irrigation & Development Company to Weyerhaeuser Company, recorded in Volume 666, Page 213, Records of Thurston County, Washington, an Easement for Access Roads, dated May 17, 1974, granted by Washington Irrigation & Development Company to Scott Paper Company, recorded in Volume 904, Page 578, Records of Thurston County, Washington, and an Easement for Access Roads, dated November 18, 1975, granted by Washington Irrigation & Development Company to the State of Washington, recorded in Volume 716 of Deeds, Page 366, Records of Thurston County, Washington.

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As condition of the making and acceptance of this conveyance:

FD-26-4A-93

Real Estate Sales Tax Paid None
 Receipt No. 48920 Date 4-6-86
 Harris G. Hunter, Thurston County, Treas.
Don King _____

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EXHIBIT B

Percentage Shares

PacifiCorp	47.5%
Avista Corporation	17.5%
City of Seattle, Washington	8%
City of Tacoma, Washington	8%
Public Utility District No. 1 of Snohomish County, Washington	8%
Puget Sound Energy, Inc.	7%
Public Utility District No. 1 of Grays Harbor County, Washington	4%