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Vol. <sup>m</sup> 75 Page 63

COUNTERPART No. 16

PORTLAND GENERAL ELECTRIC COMPANY

TO

MARINE MIDLAND BANK—NEW YORK  
(FORMERLY THE MARINE MIDLAND TRUST  
COMPANY OF NEW YORK)

Trustee.

## Twenty-third Supplemental Indenture

Dated December 1, 1974

\$40,000,000 First Mortgage Bonds,  
10½% Series due December 1, 1980

Supplemental to Indenture of Mortgage and Deed of Trust,  
dated July 1, 1945 of Portland General Electric Company.

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**TWENTY-THIRD SUPPLEMENTAL INDENTURE**, dated December 1, 1974, made by and between Portland General Electric Company, an Oregon corporation (hereinafter called the "Company"), party of the first part, and Marine Midland Bank—New York (formerly The Marine Midland Trust Company of New York), a New York Corporation (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (herein sometimes referred to as the "Original Indenture"), dated July 1, 1945, to the Trustee to secure an issue of First Mortgage Bonds of the Company; and

WHEREAS, Bonds in the aggregate principal amount of \$34,000,000 have heretofore been issued under and in accordance with the terms of the Original Indenture as Bonds of an initial series designated "First Mortgage Bonds, 3½% Series due 1975" (herein sometimes referred to as the "Bonds of the 1975 Series"); and

WHEREAS, the Company has heretofore executed and delivered to the Trustee several supplemental indentures which provided, among other things, for the creation or issuance of several new series of First Mortgage Bonds under the terms of the Original Indenture as follows:

Supplemental Indenture	Dated	Series	Principal Amount
First	11-1-47	3½% Series due 1977	\$ 6,000,000
Second	11-1-48	3½% Series due 1977	4,000,000
Third	5-1-52	3½% Second Series due 1977	4,000,000
Fourth	11-1-53	4½% Series due 1983	*8,000,000
Fifth	11-1-54	3¾% Series due 1984	12,000,000
Sixth	9-1-56	4¼% Series due 1986	16,000,000
Seventh	6-1-57	4¾% Series due 1987	10,000,000
Eighth	12-1-57	5½% Series due 1987	†15,000,000
Ninth	6-1-60	5¼% Series due 1990	15,000,000
Tenth	11-1-61	5½% Series due 1991	12,000,000
Eleventh	2-1-63	4¾% Series due 1993	15,000,000
Twelfth	6-1-63	4¾% Series due 1993	18,000,000
Thirteenth	4-1-64	4¾% Series due 1994	18,000,000
Fourteenth	3-1-65	4.70% Series due 1995	14,000,000
Fifteenth	6-1-66	5¾% Series due 1996	12,000,000
Sixteenth	10-1-67	6.60% Series due October 1, 1997	24,000,000
Seventeenth	4-1-70	8¾% Series due April 1, 1977	20,000,000
Eighteenth	11-1-70	9¾% Series due November 1, 2000	20,000,000
Nineteenth	11-1-71	8 % Series due November 1, 2001	20,000,000
Twentieth	11-1-72	7¾% Series due November 1, 2002	20,000,000
Twenty-first	4-1-73	7.95% Series due April 1, 2003	35,000,000
Twenty-second	10-1-73	8¾% Series due October 1, 2003	17,000,000

\* This entire issue of Bonds was redeemed out of proceeds from the sale of First Mortgage Bonds, 3¾% Series due 1984.

† This entire issue of Bonds was redeemed out of proceeds from the sale of First Mortgage Bonds, 4¾% Series due 1993.

which bonds are sometimes referred to herein as the "Bonds of the 1977 Series", "Bonds of the 1977 Second Series", "Bonds of the 1983 Series", "Bonds of the 1984 Series", "Bonds of the 1986 Series", "Bonds of the 4 $\frac{1}{8}$ % Series due 1987", "Bonds of the 5 $\frac{1}{2}$ % Series due 1987", "Bonds of the 1990 Series", "Bonds of the 1991 Series", "Bonds of the 4 $\frac{5}{8}$ % Series due 1993", "Bonds of the 4 $\frac{3}{4}$ % Series due 1993", "Bonds of the 1994 Series", "Bonds of the 1995 Series", "Bonds of the 1996 Series", "Bonds of the 1997 Series", "Bonds of the 1977 Third Series", "Bonds of the 2000 Series", "Bonds of the 2001 Series", "Bonds of the 2002 Series", "Bonds of the 2003 Series", and "Bonds of the 2003 Second Series", respectively; and

WHEREAS, the Original Indenture provides that the Company and the Trustee, subject to the conditions and restrictions in the Original Indenture contained, may enter into an indenture or indentures supplemental thereto, which shall thereafter form a part of said Original Indenture, among other things, to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture with the same force and effect as though included in the granting clauses thereof, additional properties acquired by the Company after the execution and delivery of the Original Indenture, and to provide for the creation of any series of Bonds (other than the Bonds of the 1975 Series), designating the series to be created and specifying the form and provisions of the Bonds of such series as therein provided or permitted, and to provide a sinking, amortization, replacement or other analogous fund for the benefit of all or any of the Bonds of any one or more series, of such character and of such amount, and upon such terms and conditions as shall be contained in such supplemental indenture; and

WHEREAS, the Company desires to provide for the creation of a new series of bonds to be known as "First Mortgage Bonds, 10 $\frac{1}{2}$ % Series due December 1, 1980" (sometimes herein referred to as the "Bonds of the 1980 Series"), and to specify the form and provisions of the Bonds of such series, and to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture certain additional properties acquired by the Company since the execution and delivery of the Original Indenture; and

WHEREAS, the Company intends at this time to issue not to exceed \$40,000,000 aggregate principal amount of Bonds of the 1980 Series

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under and in accordance with the terms of the Original Indenture and the Supplemental Indentures above referred to; and

WHEREAS, the Bonds of the 1980 Series and the Trustee's authentication certificate to be executed on the Bonds of the 1980 Series, are to be substantially in the following forms, respectively:

(Form of Bond of the 1980 Series)

[FACE]

No. B \$.....

PORTLAND GENERAL ELECTRIC COMPANY  
FIRST MORTGAGE BOND, 10½% SERIES DUE DECEMBER 1, 1980

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to..... or registered assigns..... Dollars on December 1, 1980, and to pay interest thereon from the June 1 or December 1, as the case may be, next preceding the date hereof to which interest has been paid (unless the date hereof is a June 1 or December 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to May 15, 1975, in which case from December 1, 1974, or unless the date hereof is between a May 15 or November 15, as the case may be, and the following June 1 or December 1, in which case from such June 1 or December 1, provided, however, that if and to the extent the Company shall default in payment of the interest due on such June 1 or December 1, then from the next preceding date to which interest has been paid or if such default shall be in respect of the interest due on June 1, 1975, then from December 1, 1974), at the rate of ten and one-half per cent per annum, semi-annually on the first day of June and on the first day of December in each year beginning on June 1, 1975, until payment of the principal hereof has been made or duly provided for. The interest so payable on any June 1 or December 1 will, subject to certain exceptions provided in the Twenty-third Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the May 15 or November 15, as the case may be, next preceding such June 1 or December 1.



## [REVERSE]

This bond is one of the bonds, of a series designated as 10½% Series due December 1, 1980, of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount, all issued or issuable in one or more series under and equally secured (except insofar as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of Mortgage and Deed of Trust dated July 1, 1945, duly executed and delivered by the Company to The Marine Midland Trust Company of New York (now Marine Midland Bank—New York), as Trustee, as supplemented and modified by a First Supplemental Indenture, dated November 1, 1947, a Second Supplemental Indenture, dated November 1, 1948, a Third Supplemental Indenture, dated May 1, 1952, a Fourth Supplemental Indenture, dated November 1, 1953, a Fifth Supplemental Indenture, dated November 1, 1954, a Sixth Supplemental Indenture, dated September 1, 1956, a Seventh Supplemental Indenture, dated June 1, 1957, an Eighth Supplemental Indenture, dated December 1, 1957, a Ninth Supplemental Indenture, dated June 1, 1960, a Tenth Supplemental Indenture, dated November 1, 1961, an Eleventh Supplemental Indenture, dated February 1, 1963, a Twelfth Supplemental Indenture, dated June 1, 1963, a Thirteenth Supplemental Indenture, dated April 1, 1964, a Fourteenth Supplemental Indenture, dated March 1, 1965, a Fifteenth Supplemental Indenture, dated June 1, 1966, a Sixteenth Supplemental Indenture, dated October 1, 1967, a Seventeenth Supplemental Indenture, dated April 1, 1970, an Eighteenth Supplemental Indenture, dated November 1, 1970, a Nineteenth Supplemental Indenture, dated November 1, 1971, a Twentieth Supplemental Indenture, dated November 1, 1972, a Twenty-first Supplemental Indenture, dated April 1, 1973, a Twenty-second Supplemental Indenture, dated October 1, 1973 and a Twenty-third Supplemental Indenture, dated December 1, 1974 (such Indenture of Mortgage and Deed of Trust as supplemented and modified by such Supplemental Indentures being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in

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respect of such security, and the terms upon which said bonds may be issued thereunder.

The bonds of the 10 1/2% Series due December 1, 1980 are not subject to redemption prior to maturity.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per cent in principal amount of the bonds (exclusive of bonds disqualified by reason of the Company's interest therein) at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than sixty per cent in principal amount of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the written approval or consent of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

This bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee in the Borough of Manhattan, City and State of New York, upon surrender of this bond for cancellation and upon payment of any taxes or other governmental charges payable upon such transfer, and thereupon a new registered bond or bonds of the same series and of a like aggregate principal amount will be issued to the transferee or transferees in exchange therefor.

The Company, the Trustee and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payments of or on account of the principal hereof and interest due hereon, and for all other purposes, whether or not this bond shall be overdue, and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

Bonds of this series without coupons in lieu thereof. The register shall be the same for cancellation and exchange therefor. Bonds of the same series shall be subject to payment of any taxes or other governmental charges upon such exchange and the Indenture.

If an event of default shall occur prior to the maturity of this bond, the principal of this bond shall be payable before maturity in full. The holder of this bond shall be entitled to the bonds at the time of such event, the percentages of bonds to be paid in full, the extent and as provided in the Indenture and the Company.

No recourse shall be made by the interest on this bond in respect hereof by the shareholder, direct or indirect, of the Company or of any subsidiary or through the Company under any constitution or laws of any assessment or tax authority, or by any operators, shareholders and released by the bond and as provided in the Indenture.

The Indenture shall be made under the laws of the State of New York and shall be construed according to the laws of the State.

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WHEREAS, all the provisions of the charter or articles of incorporation necessary to make the same valid when executed by the Trustee and duly approved by the Company, and all the provisions of the Indenture and binding instruments

Bonds of this series are issuable only in fully registered form without coupons in denominations of \$1,000 and any integral multiple thereof. The registered owner of this bond at his option may surrender the same for cancellation at said office of the Trustee and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations upon payment of any taxes or other governmental charges payable upon such exchange and subject to the terms and conditions set forth in the Indenture.

If an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and as provided in the Indenture, waive certain defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, shareholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, shareholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

The Indenture provides that this bond shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of said State.

(End of Form of Bond of the 1980 Series)

and

WHEREAS, all acts and proceedings required by law and by the charter or articles of incorporation and bylaws of the Company necessary to make the Bonds of the 1980 Series to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Supplemental Indenture a valid and binding instrument, have been done and taken; and the execution



and delivery of this Supplemental Indenture have been in all respects duly authorized;

Now, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that, in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and outstanding under the Original Indenture as supplemented and modified by the twenty-two supplemental indentures hereinbefore described and as supplemented and modified by this Twenty-third Supplemental Indenture, according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and for the purpose of confirming and perfecting the lien of the Original Indenture on the properties of the Company hereinafter described, or referred to, and for and in consideration of the premises and of the mutual covenants herein contained, and acceptance of the Bonds of the 1980 Series by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture and by these presents does grant, bargain, sell, warrant, alien, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm unto the Trustee the following property, rights, privileges and franchises (in addition to all other property, rights, privileges and franchises heretofore subjected to the lien of the Original Indenture as supplemented by the twenty-two supplemental indentures hereinbefore described and not heretofore released from the lien thereof), to wit:

#### CLAUSE I

All the property, real, personal or mixed, tangible or intangible (other than excepted property as defined in the Original Indenture) of every kind, character and description, which is described in Schedule A hereto attached and hereby made a part hereof, as fully as if set forth herein at length.

#### CLAUSE II

Without in any way limiting anything in Schedule A, hereto or hereinafter described, all and singular the lands, real estate, chattels real, interests in land, leaseholds, ways, rights-of-way, easements, servitudes, permits and licenses, lands under water, riparian rights,

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#### CLAUSE III

All corporate, Federal, State, municipal and other permits, consents, licenses, bridge licenses, bridge rights, river permits, franchises, grants, privileges and immunities of every kind and description, owned, held, possessed or enjoyed by the Company (other than excepted property as defined in the Original Indenture) and all renewals, extensions, enlargements and modifications of any of them, which have been acquired by the Company since the execution and delivery of the Twenty-second Supplemental Indenture.

#### CLAUSE IV

Together with all and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, and the reversion and remainders, remainder and remainders, and the rents, revenues, issues, annuities, income, products and profits thereof, and every part and parcel thereof, and all the estate, right, title, interest, property and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever, in, on and to such property and every part and parcel thereof.

To Have And To Hold all of said property, real, personal and mixed, and all and singular the lands, tenements, estates, rights, franchises, licenses and appurtenances thereto in anywise appertaining, unto

pledged or assigned, or intended so to be, together with all the appurtenances thereto appertaining and the rents, issues and profits thereof, unto the Trustee and its successors and assigns, forever:

SUBJECT, HOWEVER, to the exceptions, reservations, restrictions, conditions, limitations, covenants and matters recited in Schedule A hereto and contained in all deeds and other instruments whereunder the Company has acquired any of the property now owned by it, and to permitted encumbrances as defined in Subsection B of Section 1.11 of the Original Indenture;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Original Indenture and the twenty-two supplemental indentures hereinbefore described or this Supplemental Indenture, and duly issued by the Company, without any discrimination, preference or priority of any one bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 11.28 of the Original Indenture, so that, subject to said Section 11.28, each and all of said Bonds and coupons shall have the same right, lien and privilege under the Original Indenture and the twenty-two supplemental indentures hereinbefore described, or this Supplemental Indenture, and shall be equally secured thereby and hereby and shall have the same proportionate interest and share in the trust estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of delivery of the Original Indenture;

AND UPON THE TRUSTS, USES AND PURPOSES and subject to the covenants, agreements and conditions in the Original Indenture and the twenty-two supplemental indentures hereinbefore described and herein set forth and declared.

#### ARTICLE ONE.

##### BONDS OF THE 1980 SERIES AND CERTAIN PROVISIONS RELATING THERETO.

SECTION 1.01. *Certain Terms of Bonds of the 1980 Series.* There shall be a series of Bonds, known as and entitled "First Mortgage

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Bonds, 10½% Series due December 1, 1980", and the form thereof shall be substantially as hereinabove set forth. The aggregate principal amount of the Bonds of the 1980 Series shall be limited to \$40,000,000 excluding, however, any Bonds of the 1980 Series which may be executed, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of the 1980 Series pursuant to the provisions of the Original Indenture or of this Supplemental Indenture.

The definitive Bonds of the 1980 Series shall be issuable only in fully registered form without coupons in the denomination of \$1,000 and of such integral multiples of \$1,000 as shall be determined by the Company. Except as provided in the next succeeding sentence and notwithstanding the provisions of Section 2.05 of the Original Indenture, each Bond of the 1980 Series shall be dated as of the date of its authentication, shall mature December 1, 1980, and shall bear interest from the June 1 or December 1, as the case may be, next preceding the date thereof to which interest has been paid, unless the date thereof is a June 1 or December 1 to which interest has been paid, in which case it shall bear interest from such date, or unless the date thereof is prior to May 15, 1975, in which case it shall bear interest from December 1, 1974. Each Bond of the 1980 Series authenticated between the record date (as hereafter in this Section 1.01 defined) for any interest payment date and such interest payment date shall be dated as of the date of its authentication, but shall bear interest from such interest payment date; provided, however, that if and to the extent the Company shall default in the payment of the interest due on such interest payment date, then any Bond of the 1980 Series so authenticated shall bear interest from the June 1 or December 1, as the case may be, next preceding the date of such Bond to which interest has been paid, or if such default shall be in respect of the interest due on June 1, 1975, then from December 1, 1974. All Bonds of the 1980 Series shall bear interest at the rate of 10½% per annum until the payment of the principal thereof has been made or duly provided for, such interest to be payable semi-annually on June 1 and December 1 in each year. The person in whose name any Bond of the 1980 Series is registered at the close of business on any record date (as hereinafter in this Section 1.01 defined) with respect to any interest payment date shall be entitled to

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First Mortgage

receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such record date and prior to such interest payment date, unless the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered on a subsequent record date fixed by the Company, which subsequent record date shall be fifteen (15) days prior to the payment of such defaulted interest. The term "record date" as used in this Section 1.01 with respect to any semi-annual interest payment date shall mean the May 15 or November 15, as the case may be, next preceding such interest payment date, or, if such May 15 or November 15 is not a business day, the business day next preceding such May 15 or November 15. The principal of the Bonds of the 1980 Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest on such Bonds shall be payable in like coin or currency at said office or agency.

The definitive Bonds of the 1980 Series may be issued in the form of Bonds engraved, printed or lithographed on steel engraved borders.

Upon compliance with the provisions of Section 2.06 of the Original Indenture and upon payment of any taxes or other governmental charges payable upon such exchange, Bonds of the 1980 Series may be exchanged for a new Bond or Bonds of different authorized denominations of like aggregate principal amount.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the registrar and transfer agent of the Company for the purpose of registering and transferring Bonds of the 1980 Series.

Notwithstanding the provisions of Section 2.11 of the Original Indenture, no service charge shall be made for any exchange or transfer of Bonds of the 1980 Series, but the Company at its option may require payment of a sum sufficient to cover any tax or other governmental charge incident thereto.

Section 1.04  
the Original Indenture



SECTION 1.02. *Bonds of the 1980 Series not Redeemable.* The Bonds of the 1980 Series shall not be subject to redemption prior to maturity.

SECTION 1.03. *Bonds Credited upon Certain Sinking Fund Payments not to be Made Basis of other Action or Credit.* All Bonds made the basis of a credit upon any sinking fund payment for Bonds of the 1975 Series, the 1977 Series, the 1977 Second Series, the 1984 Series, the 1986 Series, the 4 $\frac{7}{8}$ % Series due 1987, the 1990 Series, the 1991 Series, the 4 $\frac{5}{8}$ % Series due 1993, the 4 $\frac{3}{4}$ % Series due 1993, the 1994 Series, the 1995 Series, the 1996 Series, the 1997 Series, the 2000 Series, the 2001 Series, the 2002 Series, the 2003 Series or the 2003 Second Series and (except with respect to Bonds on which a notation of partial payment shall be made as permitted by any provision of the Original Indenture, of any supplemental indenture or of any agreement entered into as permitted by the Original Indenture or by any supplemental indenture) all Bonds redeemed by operation of the sinking fund for any of such series (whether on any sinking fund payment date or in anticipation of any such sinking fund payment) if not theretofore cancelled shall be cancelled and, so long as any Bonds of the 1975 Series, the 1977 Series, the 1977 Second Series, the 1984 Series, the 1986 Series, the 4 $\frac{7}{8}$ % Series due 1987, the 1990 Series, the 1991 Series, the 4 $\frac{5}{8}$ % Series due 1993, the 4 $\frac{3}{4}$ % Series due 1993, the 1994 Series, the 1995 Series, the 1996 Series, the 1997 Series, the 2000 Series, the 2001 Series, the 2002 Series, the 2003 Series or the 2003 Second Series are outstanding, shall not (but without limiting the use of the principal amount thereof in calculating any minimum provision for depreciation pursuant to the provisions of Subsection G of Section 1.10 of the Original Indenture as the same may be amended in accordance with the provisions of Section 1.08 of this Supplemental Indenture) be made the basis of the authentication and delivery of Bonds or of any other further action or credit under the Original Indenture or any supplemental indenture, including this Supplemental Indenture.

SECTION 1.04. Notwithstanding the provisions of Section 4.07 of the Original Indenture, the provisions of Sections 4.04, 4.05, and 4.06



of the Original Indenture shall remain in full force and effect and shall be performed by the Company so long as any Bonds of the 1980 Series remain outstanding.

SECTION 1.05. The requirements which are stated in the next to the last paragraph of Section 1.13 and in Clause (9) of Paragraph A of Section 3.01 of the Original Indenture to be applicable so long as any of the Bonds of the 1975 Series are outstanding shall remain applicable so long as any of the Bonds of the 1980 Series are outstanding.

SECTION 1.06. So long as any Bonds of the 1980 Series remain outstanding, all references to the minimum provision for depreciation in the form of certificate of available additions set forth in Section 3.03 of the Original Indenture shall be included in any certificate of available additions filed with the Trustee, but whenever Bonds of the 1980 Series shall no longer be outstanding, all references to such minimum provision for depreciation may be omitted from any such certificate.

SECTION 1.07. Each holder of any Bond of the 1980 Series, by his acceptance of such Bond shall thereby consent that, at any time after the requisite consents, if any, of the holders of Bonds of other series shall have been given as hereinafter provided, Subsections A and G of Section 1.10 of the Original Indenture be amended so as to read as follows:

"A. The term 'bondable public utility property' shall mean and comprise any tangible property now owned or hereafter acquired by the Company and subjected to the lien of this Indenture, which is located in the States of Oregon, Washington, California, Arizona, New Mexico, Idaho, Montana, Wyoming, Utah, Nevada and Alaska and is used or is useful to it in the business of furnishing or distributing electricity for heat, light or power or other use, or supplying hot water or steam for heat or power or steam for other purposes, including, without limiting the generality of the foregoing, all properties necessary or appropriate for purchasing, generating, manufacturing, producing, transmitting, supplying, distributing and/or disposing of electricity, hot water or steam; *provided, however,* that the term 'bondable public utility property' shall not be deemed to include any nonbondable property, as defined in Subsection B of this Section 1.10, or any excepted property."

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"G. The term 'minimum provision for depreciation' for the period from March 31, 1945 through December 31, 1966, as applied to bondable public utility property, whether or not subject to a prior lien, shall mean \$35,023,487.50.

"The term 'minimum provision for depreciation' for any calendar year subsequent to December 31, 1966, as applied to bondable public utility property, shall mean the greater of (i) an amount equal to 2% of depreciable bondable public utility property, as shown by the books of the Company as of January 1 of such year, with respect to which the Company was as of that date required, in accordance with sound accounting practice, to make appropriations to a reserve or reserves for depreciation or obsolescence, or (ii) the amount actually appropriated by the Company on its books of account to a reserve or reserves for depreciation or obsolescence in respect of depreciable bondable public utility property for such calendar year, in either case less an amount equal to the aggregate of (a) the amount of any property additions which during such calendar year were included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit pursuant to the provisions of a sinking fund for Bonds of any series, and (b) 166⅔% of the principal amount of Bonds of any series which shall have been delivered to the Trustee as a credit, or which the Company shall have elected to apply as a credit, against any sinking fund payment due during such calendar year for Bonds of any series, or which shall have been redeemed in anticipation of, or out of moneys paid to the Trustee on account of, any sinking fund payment due during such calendar year for Bonds of any series. Bonds delivered to the Trustee as, or applied as, a credit against any sinking fund payment and Bonds redeemed in anticipation of any sinking fund payment, regardless of the time when they were actually delivered, applied or redeemed, for purposes of the preceding sentence shall be deemed to have been delivered, applied or redeemed, as the case may be, on the sinking fund payment date when such sinking fund payment was due. Bonds redeemed out of moneys paid to the Trustee on account of any sinking fund payment shall, regardless of the date when they were redeemed, for purposes of the second preceding sentence, be deemed to have been redeemed on the later of (i) the date on which such moneys were paid to the

Trustee or (ii) the sinking fund payment date when such sinking fund payment was due.

"The minimum provision for depreciation for any calendar year subsequent to December 31, 1966, as applied to bondable public utility property not subject to a prior lien, shall be determined as set forth in the paragraph immediately preceding, except that all references therein to 'depreciable bondable public utility property' shall be deemed to be to 'depreciable bondable public utility property not subject to a prior lien'.

"The minimum provision for depreciation as applied to bondable public utility property and the minimum provision for depreciation as applied to bondable public utility property not subject to a prior lien for any period commencing subsequent to December 31, 1966 which is of twelve whole calendar months' duration but is other than a calendar year or which is of less than twelve whole calendar months' duration shall be determined by multiplying the number of whole calendar months in such period by one-twelfth of the corresponding minimum provision for depreciation for the most recent calendar year completed prior to the end of such period, and fractions of a calendar month shall be disregarded.

"The aggregate amount of the minimum provision for depreciation as applied to bondable public utility property and the aggregate amount of the minimum provision for depreciation as applied to bondable public utility property not subject to a prior lien from March 31, 1945 to any date shall be the sum of the corresponding minimum provision for depreciation for each completed calendar year between December 31, 1966 and such date, plus the corresponding minimum provision for depreciation for the period, if any, from the end of the most recent such completed calendar year to such date, in each case determined as set forth above, plus \$35,023,487.50.

"All Bonds credited against any sinking fund payment due subsequent to December 31, 1966 for Bonds of any series and (except as provided in Section 9.04 with respect to Bonds on which a notation of partial payment shall be made) all Bonds redeemed in anticipation of or out of moneys paid to the Trustee as a part of any sinking fund payment due subsequent to December 31, 1966

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for Bonds of any series, shall be cancelled and no such Bonds, nor any property additions which, subsequent to December 31, 1966, shall have been included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit pursuant to the provisions of a sinking fund for Bonds of any series, shall be made the basis of the authentication and delivery of Bonds or of any other further action or credit hereunder."

The amendments of Subsections A and/or G of Section 1.10 of the Original Indenture set forth above shall, subject to the Company and the Trustee, in accordance with the provisions of Section 17.02 of the Original Indenture, entering into an indenture or indentures supplemental to the Original Indenture for the purpose of so amending said Subsections A and/or G, become effective at such time as the holders of not less than 75% in principal amount of Bonds then outstanding or their attorneys in fact duly authorized, including the holders of not less than 60% in principal amount of the Bonds then outstanding of each series the rights of the holders of which are affected by such amendment, shall have consented to such amendment. No further vote or consent of the holders of Bonds of the 1980 Series shall be required to permit such amendment to become effective and in determining whether the holders of not less than 75% in principal amount of Bonds outstanding at the time such amendment becomes effective have consented thereto, the holders of all Bonds of the 1980 Series then outstanding shall be deemed to have so consented.

SECTION 1.08. This Article shall be of force and effect only so long as any Bonds of the 1980 Series are outstanding.

## ARTICLE TWO.

### TRUSTEE.

SECTION 2.01. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, to perform such duties and only such duties as are specifically set forth in this Supplemental Indenture and in the Original Indenture, on and subject to the terms and conditions set forth in the Original Indenture, and in case of the occurrence of an event of default (which has not been cured) to exercise such of the rights and powers vested in

it by the Original Indenture and this Supplemental Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Bonds issued hereunder or the due execution thereof by the Company. The Trustee shall be under no obligation or duty with respect to the filing, registration, or recording of this Supplemental Indenture or the re-filing, re-registration, or re-recording thereof. The recitals of fact contained herein or in the Bonds (other than the Trustee's authentication certificate) shall be taken as the statements solely of the Company, and the Trustee assumes no responsibility for the correctness thereof.

### ARTICLE THREE.

#### MISCELLANEOUS PROVISIONS.

SECTION 3.01. Although this Supplemental Indenture, for convenience and for the purpose of reference, is dated December 1, 1974, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

SECTION 3.02. This Twenty-third Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture as heretofore supplemented and modified, and as supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture, as heretofore supplemented and modified, and as supplemented and modified by this Twenty-third Supplemental Indenture, shall be read, taken and construed as one and the same instrument. All terms used in this Twenty-third Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture except in cases where the context clearly indicates otherwise.

SECTION 3.03. In case any one or more of the provisions contained in this Supplemental Indenture or in the Bonds or coupons shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture, but this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Attest:

..... *H. H. Murray*  
Secretary

Signed, sealed and delivered by  
GENERAL ELECTRIC COMPANY  
presence of:

*Harry L. Clark*  
*James D. Mendenhall*



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INFORMATION CONTAINED  
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 FOR THE NATIONAL ARCHIVES  
 COLLEGE PARK, MARYLAND  
 20740-6032

"This Indenture has been executed and delivered in the State of New York, Bonds of all Parties have been and are to be paid in the State of New York and are and are to be payable, as to principal and interest, at the office or agency of the Company in the State of New York. Accordingly, this Indenture and all indentures supplemental hereto, and each of the Bonds, shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of said State."

Page 11 of 11

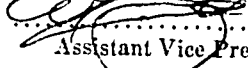
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 DIRECTOR

Higher, middle and primary schools  
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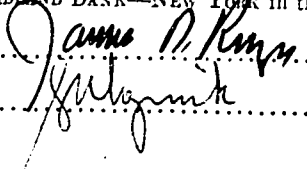
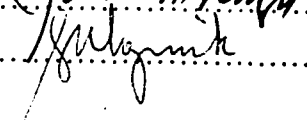
MARINE MIDLAND BANK—NEW YORK,

By  Assistant Vice President.

Attest:   
Assistant Corporate Trust Officer.

Signed, sealed and delivered by MARINE  
MIDLAND BANK—NEW YORK in the presence of:

[SEAL]

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authority  
H. H. P...  
deed of a

STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } ss.:

On this 25th day of November, 1974, before me personally appeared ROBERT H. SHORT and H. H. PHILLIPS, to me personally known, and to me known to be, and who being duly sworn did say that they are, respectively, a Vice President and the Secretary of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, which executed the within and foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robert H. Short and H. H. Phillips acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year first in this my Certificate written.

*Helene L. Reese*  
Notary Public for Oregon  
My Commission Expires MAY 9, 1977

[NOTARIAL SEAL]

[SEAL]

NEW YORK,

at Vice President.

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

On this 26 day of November, 1974, before me personally appeared W. T. CUNNINGHAM and D. KINSCHERF, to me personally known, and to me known to be, and who being duly sworn did say that they are, respectively, an Assistant Vice President and an Assistant Corporate Trust Officer of MARINE MIDLAND BANK--New York, which executed the within and foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said W. T. CUNNINGHAM and D. KINSCHERF acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year first in this my Certificate written.

[NOTARIAL SEAL]

*June E. Zawasky*  
JUNE E. ZAWASKY

Notary Public, State of New York  
No. 41-4381255  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1975

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Subscribed and sworn to  
Subscribed and sworn to

[NOTARIAL SEAL]  
[NOTARIAL SEAL]

23

STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } ss.:

ROBERT H. SHORT and H. H. PHILLIPS, a Vice President and the Secretary, respectively, of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, the mortgagor in the foregoing mortgage named, being first duly sworn, on oath depose and say that they are the officers above-named of said corporation and that this affidavit is made for and on its behalf by authority of its Board of Directors and that the aforesaid mortgage is made by said mortgagor in good faith, and without any design to hinder, delay or defraud creditors.

*Robert H. Short*  
.....

*H. H. Phillips*  
.....

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Directors and said  
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in this my Certificate

*E. J. Zwasky*  
.....  
E. J. ZWASKY  
Public, State of New York  
No. 41-4381255  
died in Queens County  
died in New York County  
Expires March 30, 1975

Subscribed and sworn to before me this 25th day of November, 1974.

*William L. Reese*  
.....

Notary Public for Oregon  
My Commission Expires MAY 9, 1977

[NOTARIAL SEAL]

PORTLAND GENERAL ELECTRIC COMPANY

TO

MARINE MIDLAND BANK - NEW YORK  
(FORMERLY THE MARINE MIDLAND TRUST  
COMPANY OF NEW YORK)

Trustee.

---

SCHEDULE A

TO

TWENTY-THIRD SUPPLEMENTAL INDENTURE

Dated December 1, 1974

---

\$40,000,000 First Mortgage Bonds,  
10 1/2 % Series Due December 1, 1980

---

Supplemental to Indenture of Mortgage and Deed of Trust,  
dated July 1, 1945 of Portland General Electric Company.



## 1

## SCHEDULE A

## Part I

All and singular the lands, real estate and interest in real estate, franchises, rights, licenses, grants, easements, permits, privileges, servitudes and immunities of Portland General Electric Company, grantor in the foregoing Indenture (hereinafter in this Schedule A called the "Company"), all its flowage lands and rights, dams, canals, flume lines, tunnels, penstocks, water power plants, electric plants, substations, structures, power plants and substation machinery, apparatus and equipment, boilers, engines, machinery, motors, electrical transmission and distribution systems and lines, telephone systems and lines, towers, masts, poles, wires, lamps, electrical apparatus and equipment, overhead and underground construction, conduits, meters, service, materials and supplies, furniture and fixtures, apparatus, machinery, tools and appliances, implements and equipment, used or useful in connection with the business of generating, transmitting, distributing and supplying electricity, or performing any other public utility service, which have been acquired by the Company subsequent to the execution and delivery of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 referred to below, and not heretofore included in any Indenture supplemental thereto, and whether now owned or which hereafter may be acquired by the Company in the State of Oregon.

The definitions contained in Part I of Schedule A attached to and made a part of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 from Portland General Electric Company to The Marine Midland Trust Company of New York (now Marine Midland Bank - New York) are included as part of this Schedule A the same as if said definitions were rewritten herein.

## Part II

## Clackamas County, Oregon

The following described properties and interest in property situated in Clackamas County, Oregon, paragraphs 1 to 3, inclusive:

1. A parcel of land in the Northwest quarter of the Northeast quarter of Section 12, T. 3 S., R. 2 E., of the W.M., Clackamas County, Oregon, the said parcel being a portion of that certain real property described in Book 573, Page 272 of Deed Records of said county, the said parcel being more particularly described as follows:

BEGINNING at the stone monumenting the quarter corner between Sections 1 and 12 of T. 3 S., R. 2 E., W.M.; thence, tracing the West line of said quarter, South  $1^{\circ}26'00''$  West 512.66 feet, more or less, to a point on the South boundary of a 100 feet in width Portland General Electric Company transmission line easement, the said South boundary also being the North boundary of a 250 feet in width Bonneville Power Administration easement; thence, tracing the said boundary North  $88^{\circ}23'00''$  East 689.19 feet, more or less, to the East line of said quarter; thence tracing the East line of said quarter and the West line of the Randolph tract as described in Book 504, Page 343 of Deed Records of said county, North  $0^{\circ}37'50''$  East 479.83 feet, more or less, to an iron pipe monumenting the Northeast corner of said quarter; thence, tracing the North line of said Section 12, North  $88^{\circ}53'10''$  West 681.50 feet, more or less, to the stone at the place of beginning.

SAVE AND EXCEPT a parcel of land 30 feet in width running parallel and adjacent to the Westerly line of the above described tract.



2. A parcel of land in the NE1/4 of Section 2, Township 2 South, Range 4 East, Willamette Meridian, Clackamas County, Oregon; being that portion of the following tracts which lie northerly of a line which is 275 feet northerly from, and parallel with, the survey line of the United States of America Bonneville Power Administration's Strander-Troutdale No. 1 transmission line. Said tracts are described in instruments in the records of Clackamas County, Oregon, as follows:

Tract O-TR-57 in warranty deed dated May 26, 1970, and recorded June 11, 1970, under Recorder's Fee No. 70 11167.

SUBJECT TO an easement created by instrument, including the terms and provisions thereof, dated February 18, 1911, recorded March 1, 1911 in Deed Book 119, Page 454, Records of Clackamas County, Oregon, in favor of Mt. Hood Railway & Power Company, for electric transmission line purposes.

SUBJECT to an easement created by instrument, including the terms and provisions thereof, dated October 11, 1960, recorded October 19, 1960 in Deed Book 578, Page 512, Records of Clackamas County, Oregon, in favor of Lewis F. Depro, et ux, for roadway purposes, over the North 25 feet, more or less, of the lands described herein; AND

Tract O-TR-58 in warranty deed dated April 17, 1970, and recorded May 13, 1970, under Recorder's Fee No. 70 9014.

SUBJECT TO rights of the Public in and to that portion of the herein described lands lying within Market Road No. 15 (Bluff Road); AND

Tract O-TR-59 in warranty deed dated July 14, 1969, and recorded August 22, 1969, under Recorder's Fee No. 69 17962.

SUBJECT TO the rights of the public in and to that portion of the above property lying within the limits of roads and highways.

RESERVING TO the United States of America and its assigns a perpetual easement to construct, use and maintain an access road 20 feet in width within the East 400 feet of the foregoing described parcel of land; said road to be located substantially as shown in red on Exhibit "A" attached hereto and made a part hereof.

3. A tract of land in Section 6, T. 3 S., R. 2 E., of the W.M., in the County of Clackamas and State of Oregon, being a portion of the William Holmes D.L.C. No. 38, described as follows:

Beginning at the Southwest corner of said claim; thence Easterly along the South line of said claim 1184.82 feet; thence North 30.00 feet to the point of intersection with Northerly line of Warner-Milne Road, County Road No. 20 and the Westerly line of that tract conveyed to Portland General Electric Company recorded September 8, 1950 in Book 435, page 704, Deed Records and the true point of beginning of the tract herein to be described; thence North along the Westerly line of said tract 418.14 feet to the Northerly line of that tract conveyed to the First Presbyterian Church of Oregon City, recorded March 11, 1957 in Book 523, page 53, Deed Records; thence West along the North line of said church tract 100.00 feet; thence South 418.14 feet to the North line of said road; thence East along said road line 100.00 feet to the true point of beginning.

## Part III

## Columbia County, Oregon

The following described properties and interest in property situated in Columbia County, Oregon, paragraphs 1 to 11, inclusive:

1. A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.00 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1146.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.—

## Subject to:

Rights granted by Mrs. Susan Rytinki et al., to United States Government by instrument recorded August 16, 1939, in Book 64, page 471 Deed Records of Columbia County, Oregon. Said rights being the purpose of assisting in the construction of public works for flood control under authorization of the United States Government.

Reservations in Deed from Columbia Agricultural Co. to C. E. Beckwith and A. M. Myer, recorded in Book 29 at page 605, Deed Records of Columbia County, Oregon, as follows: "Hereby reserving a right of way on the top of the dikes fronting said property for a public county road, the same being 40 feet in width and being 26 feet on each side of the center line of said dikes."

By Deed recorded in Book 35 at page 222, Columbia Agricultural Co. conveyed to Beaver Drainage District all its right, title and interest in "the right, privilege and easement to go upon and maintain and keep in repair the levees and a private road 40 feet in width situated thereon, for the use of the property owners in Beaver Drainage District."

By Deed recorded in Book 61 at page 571, Beaver Drainage District granted to the United States Government the right to use its roads and easements.

Reservations contained in that certain Deed from Columbia Agricultural Co. Henry E. Hendrickson recorded in Book 23, at page 82, Deed Records of Columbia County, Oregon, as follows: "Reserving the easement for the levee and wagon road on top thereof and excepting the County Road over and across and upon said property; also reserving the right to deposit additional material upon said levee from time to time, for the purpose of maintaining the levee or deepening or maintaining the said channel for navigation."

The right of way and easement above was conveyed to Trustees of John Drainage District by Columbia Agricultural Co. by Deed recorded in Book 21 at page 520, Deed Records of Columbia County, Oregon.

Reservations in Deed from Columbia Agricultural Company to E. S. Collins recorded in Book 32 at page 284, as follows: "Excepting and reserving a right of way on the top of dikes fronting all said property for purpose of a public county road, said right of way being 40 feet in width and 20 feet on each side of the center line of said dikes; also reserving the right of said Beaver Drainage District to go on the lands and dikes for the purpose of keeping up the conditions of the roads hereon."

By Deed recorded in Book 39 at page 222, Columbia Agricultural Co. conveyed Beaver Drainage District all the above rights.

By Deed recorded in Book 61 at page 571, Beaver Drainage District granted the use of its roads and easements to United States Government.

Easement and right of way to build, construct and repair levees, embankments, canals, etc., including the terms and provisions thereof as granted by that certain instrument from E. S. Collins and Mary L. Collins to Beaver Drainage District as disclosed by that certain instrument recorded in Book 61 at page 623, Deed Records of Columbia County, Oregon.

Easement, including the terms and provisions thereof, from George J. Poysky and Eva F. Poysky to Beaver Drainage District as disclosed by that certain instrument recorded in Book 61, page 394, Deed Records of Columbia County, Oregon.

Subject to an Easement over, on and across the ammunition spur tract between Stations 10+30 and 13+83, also between Stations 8+10 and 8+25.

Roadway permit granted Columbia County, including the terms and provisions thereof as disclosed and described in Deed from United States of America to Port of St. Helens, recorded March 31, 1966, in Book 161, page 292, Deed Records of Columbia County, Oregon

2. Lots 1 to 9 inclusive, Block V, Roxy Park, City of Rainier, Columbia County, Oregon.

3. All that portion of the following described property lying North of the North line of the August Ilmari County Road P-63:

Beginning at a point 2372.9 feet East and North 914.7 feet from the most southerly Southwest corner of the John H. Pieper Donation Land Claim in Section 26, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence North 914.7 feet; thence East 778.4 feet; thence South 914.7 feet; thence West 778.4 feet to point of beginning, except:

Reservation in Deed recorded October 28, 1911, in Book 16, page 70, Deed Records of Columbia County, Oregon.

Easement by instrument dated April 24, 1952 and recorded May 15, 1952 in Book 114, page 604, Deed Records of Columbia County, Oregon.

4. A tract of land in Government Lot 5, Section 21, Township 7 North, Range 2 West, Willamette Meridian, described as follows:

Commencing at an iron pipe marking the Southwest corner of the Francis M. Warren D.L.C.; thence South 0°45' West 333.3 feet to an iron pipe, in the westerly line of County Road, the true point of beginning of the land to be conveyed herein; thence North 60°33' West 150 feet; thence South 20°50'30" West at right angles to the Bonneville Power Administration Right of Way 187.5 feet, more or less, to the northerly boundary of Bonneville Power Administration's 100 foot right of way; thence South 69°09'30" East along said right of way boundary and an extension thereof to the westerly line of County Road; thence Northerly following the Westerly line of said County Road to the true place of beginning.

5. A tract of land in the Northeast Quarter of Section 21, Township 7 North, Range 2 West, Willamette Meridian, described as follows:

Commencing at the southwest corner of the Francis M. Warren D.L.C.; thence southerly 518.3 feet, more or less, along the westerly line of County Road to the southeasterly corner of a tract of land conveyed by Arthur C. Edmison et ux to Pacific Power & Light Company by deed recorded July 13, 1948 in Book 100, page 349, Deed Records of Columbia County, Oregon, said southeasterly corner being the true point of beginning; thence northwesterly 150 feet along the southerly boundary of said tract; thence South 20°51'30" West 150 feet; thence South 69°09'30" East 274.5 feet; thence North 2°16'10" East 41.4 feet, more or less, to the westerly line of said County Road; thence North 24°19'30" West 157.5 feet, more or less, along said westerly line to said true point of beginning.

6. Beginning at a stake on the Northeasterly edge of the Columbia River Highway which is South 34°58' East 244.11 feet from the intersection of the Northeasterly line of the right of way of said highway with the West line of Section Twenty-three (23), Township Seven (7) North, Range Two (2) West of the Willamette Meridian in Columbia County, Oregon; running thence South 34°58' East along said Northeasterly line of said highway a distance of 179.3 feet to a stake; thence North 17°11' East, 127.05 feet to a stake; thence North 11°12' West 111.68 feet to a stake and thence South 54°45' West, 145.32 feet to the place of beginning.

Subject to:

An easement in favor of J. B. E. Bourne over the above described real property for electric and telephone lines and for water conduit, with right to examine and repair the same when required.

EXCEPTING therefrom the following described property conveyed to the State of Oregon:

A parcel of land situated in the west half of the west half of Section 23, Township 7 North, Range 2 West of Willamette Meridian, in Columbia County, State of Oregon, bounded and described as follows:

Beginning at a point on the northeasterly line of the Columbia River Highway right of way, as said line had been established prior to July 18, 1930, which point



58' east 244.11 feet from the intersection of said right of way line with the east line of said Section 23; thence south 34°58' east along said right of way line 179.3 feet; thence north 17°11' east to a point which is 20 feet northwesterly thereof, measured at right angles to, said right of way line; thence north 17°11' east along a line which is parallel to said right of way line and 20 feet northwesterly thereof, measured at right angles thereto, 163.9 feet more or less to the westerly line of a parcel of land conveyed by deed from Inland Power & Light Company to Pacific Power & Light Company dated July 18, 1930, and recorded in Book 51 at Page 175, in the records of said Columbia County; thence south 54°45' west, 20 feet northwesterly line, 20 feet more or less to the point of beginning.

The north 100.00 feet of even width of Lot 3 and Lot 4, Block 8, Town (now Rainier, a platted and recorded townsite, SUBJECT to whatever rights for a alley way over the south 10 feet of Lot 4, which may be outstanding pursuant to deed dated February 8, 1906, and recorded in Book 5 of Deeds, at page 422, in the records of said county.

**Parcel 1:** Commencing at a point 2372.9 feet East and 1829.4 feet North of the southwest corner of the Donation Land Claim of John H. Pieper in Section 26, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence North 914.7 feet; thence East 778.4 feet; thence South 914.7 feet; thence West 778.4 feet to the point of beginning.

**Parcel 2:** Commencing at a point East 3151.1 feet and North 1829.4 feet from the southwest corner of the John H. Pieper Donation Land Claim in Section 26, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence East a distance of about 180 feet to the Northerly line of the County road; following the county road in a Southwesterly direction a distance of approximately 270 feet to a point due South of the point of beginning and about 180 feet west therefrom, thence North 180 feet, more or less, to the point of beginning.

Except reservation of a right of way recorded March 20, 1911, in Book 14, Page 470, Deed Records of Columbia County, Oregon, easement for electrical transmission dated June 5, 1930 and recorded May 19, 1931 in Book 53, page 19, Deed Records of Columbia County, Oregon, reservation in deed recorded May 1, 1947 in Book 93, Page 415, Deed Records of Columbia County, Oregon and reservation of right of way for wagon road recorded in Book 16, page 311, Deed Records of Columbia County, Oregon.

9. A parcel of land in Sections 15, 16, 21 and 22, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon.

Said parcel lying entirely within a tract of land conveyed to the Port of Helens, a municipal corporation, by the United States of America, recorded March 31, 1966, in Book 161 at Page 292, Deed Records, hereinafter referred to as "Port Tract".

Beginning at a point which bears North 31°25'41" East, 3,915.81 feet from the southeast quarter corner of said Section 21, (said quarter corner being the point of beginning of the deed description of the Port Tract). Said point of beginning also bears North 45°39'00" West, 2,877.10 feet and South 68°37'00" West, 835.15 feet from a 3 inch iron pipe set in concrete (said pipe being an original boundary corner of the Port Tract). Thence from said point of beginning; South 68°37'00" West, 725.50 feet; thence North 45°39'00" West, 2,112.00 feet; thence North 68°37'00" East, 725.50 feet; thence South 45°39'00" East, 2,112.00 feet to the point of beginning.

10. A parcel of land in Sections 15, 16, 21, 22 and 23, Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Beginning at the East quarter corner of said Section 21; thence South 89°37' West, 1780.20 feet to the centerline of a County Road; thence North 16°36' West, 1188.39 feet along the said centerline; thence North 45°39' West, 1928.31 feet; thence North 5°23' West, 1472.77 feet; thence North 6°09' East, 385.00 feet; thence North 55°05' West, 128.00 feet; thence Northwesterly to the low water line of the Columbia River; thence Northeasterly and Southeasterly in the low water line, 11,300 feet, more or less, to the East line of said Section 22, which is 2,400 feet North of the East quarter corner of said Section 22; thence South along the said East line, 1109.60 feet to the Northeasterly right of way line of a railroad spur to the ammunition storage area; thence South 45°39' East, 2141.95 feet along said right of way; thence along a 5679.65 foot radius curve to the left, through a central angle of 5°00' for a distance of 495.64 feet; thence South 50°39' East 300.00 feet; thence along a 769.02 foot radius curve to the left, through a central angle of 66°42'10" for a distance of 895.28 feet; thence North 62°38'50" East 95.00 feet, to the Northwesterly right of way of the Spokane Portland and Seattle Railway; thence Southwesterly 367.60 feet along said Northwesterly right of way; thence from a tangent of South 81°13'10" West along a 869.02 foot radius curve to the right, through a central angle of 48°07'50" for a distance of 730.00 feet; thence North 50°39' West 300.00 feet; thence along a 5779.65 foot radius curve to the right, through a central angle of 5°00' for a distance of 504.37 feet; thence North 45°39' West 865.95 feet; thence West 86.95 feet to a point 300.00 feet North and 760.00 feet East of the West quarter corner of said Section 23; thence North 85.16 feet; thence North 45°39' West, 1707.40 feet; thence South 89°37' West, 1795.60 feet; thence South 0°04' East 454.00 feet; thence South 89°37' West 960.00 feet; thence South 0°04' East, 1148.00 feet; thence South 89°37' West, 2113.80 feet to the point of beginning.-----

Subject to:

Rights of the public in roads and highways.

Rights granted by Mrs. Susan Rytinki et al., to United States Government by instrument recorded August 16, 1939, in Book 64, page 471, Deed Records of Columbia County, Oregon. Said rights being the purpose of assisting in the construction of public works for flood control under authorization of the United States Government.

Reservations in Deed from Columbia Agricultural Co. to C. H. Stockwell and A. M. Myer, recorded in Book 29 at page 609, Deed Records of Columbia County, Oregon, as follows: "Hereby reserving a right of way on the top of the dikes fronting said property for a public county road, the same being 40 feet in width and being 20 feet on each side of the center line of said dikes."

By Deed recorded in Book 39 at page 222, Columbia Agricultural Co. conveyed to Beaver Drainage District all its right, title and interest in "the right, privilege and easement to go upon and maintain and keep in repair the levee and a private road 40 feet in width situated thereon, for the use of the property owners in Beaver Drainage District."

By Deed recorded in Book 61 at page 571, Beaver Drainage District granted to the United States Government the right to use its roads and easements.

Reservations contained in that certain Deed from Columbia Agricultural Co. to Henry E. Hendrickson recorded in Book 23, at page 82, Deed Records of Columbia County, Oregon, as follows: "Reserving the easement for the levee and wagon road on the top hereof and excepting the County Road over and across and upon said property; also reserving the right to deposit additional material upon said levee



from time to time, for the purpose of maintaining the levee or deepening or maintaining the said channel for navigation."

The right of way and easement above was conveyed to Trustees of John Drainage District by Columbia Agricultural Co. by Deed recorded in Book 21 at page 520, Deed Records of Columbia County, Oregon.

Reservations in Deed from Columbia Agricultural Company to E. S. Collins recorded in Book 32 at page 284, as follows: "Excepting and reserving a right of way on the top of dikes fronting all said property for purpose of a public county road, said right of way being 40 feet in width and 20 feet on each side of the center line of said dikes; also reserving the right of said Beaver Drainage District to go upon the lands and dikes for the purpose of keeping up the conditions of the roads thereon."

By Deed recorded in Book 39 at page 222, Columbia Agricultural Co. conveyed to Beaver Drainage District all the above rights.

By Deed recorded in Book 61 at page 571, Beaver Drainage District granted the use of its roads and easements to United States Government.

Easement and right of way to build, construct and repair levees, embankments, canals, etc., including the terms and provisions thereof as granted by that certain instrument from E. S. Collins and Mary L. Collins to Beaver Drainage District as disclosed by that certain instrument recorded in Book 61 at page 623, Deed Records of Columbia County, Oregon.

Easement, including the terms and provisions thereof, from George J. Poysky and Eva F. Poysky to Beaver Drainage District as disclosed by that certain instrument recorded in Book 61, page 394, Deed Records of Columbia County, Oregon.

Subject to an Easement over, on and across the ammunition spur tract between Stations 10+30 and 13+83, also between Stations 8+10 and 8+25.

The Bradbury Channel is sometimes referred to as the dike canal. If this is navigable water, the lands between high and the low water mark would be in the State of Oregon.

11. Perpetual easements over, under and across parcels of land in Columbia County, Oregon, more particularly described in the following easements:

From	Dated	Columbia County Deed Records		Date Recorded
		Book	Page	
Dan and Karol Moorehead	Nov. 30, 1973	193	977	Dec. 3, 1973
Marietta Blochlinger and Carrie Sams	Dec. 14, 1973	194	152	Dec. 14, 1973
Owen B. and Thelma E. Baldwin	Jan. 4, 1974	194	417	Jan. 4, 1974
Charles R. and Mary F. Holden	Dec. 6, 1973	194	412	Jan. 4, 1974
Elmer E. and Clara M. Jensen	Dec. 28, 1973	194	370	Dec. 31, 1973
Bruce Leon and Louisa J. Wolfe	Jan. 8, 1974	194	539	Jan. 14, 1974
Orville and Lila Ostrand	Jan. 22, 1974	194	655	Jan. 22, 1974
Jack Z., Albert P. and Joe A. Fazio, dba New Columbia Gardens Co.	Jan. 21, 1974	194	652	Jan. 22, 1974
Longview Fibre Company	Jan. 17, 1974	194	658	Jan. 23, 1974

From	Dated	Columbia County Deed Records		Date Recorded
		Book	Page	
Reino and Thelma Lehto	Feb. 20, 1974	195	195	Feb. 26, 1974
George L. and Marjorie Cowles	Feb. 20, 1974	195	181	Feb. 26, 1974
Crown Zellerbach Corporation	Feb. 26, 1974	195	286	Mar. 5, 1974
Mirjami Kallunki	Mar. 12, 1974	195	524	Mar. 20, 1974
Aino I. and Arvo O. Wallila	Mar. 13, 1974	195	485	Mar. 18, 1974
Herbert W. and Charlotte Ann Clifford	Mar. 19, 1974	195	518	Mar. 20, 1974
Charles A. Pitzer	Mar. 14, 1974	195	490	Mar. 18, 1974
Manifold Business and Investments, Inc.	Feb. 22, 1974	195	300	Mar. 6, 1974
J. Otto and Virginia L. George; and Andrew A. and Alice J. Quinlan	Apr. 10, 1974	195	849	Apr. 16, 1974
Ronald L. and Violet D. Martin	Mar. 11, 1974	195	404	Mar. 13, 1974
John Darlow Jarvi	Apr. 2, 1974	195	681	Apr. 4, 1974
Hugh and Ruth Bell	Apr. 6, 1974	195	978	Apr. 25, 1974
Manifold Business and Investments, Inc.	Apr. 23, 1974	195	954	Apr. 24, 1974
Port of St. Helens; and Violet D. and Ronald L. Martin	Feb. 14, 1974	195	412	Mar. 13, 1974
C. Edwin Roberts and Charles D. Barker; Ledgett Logging Co., Inc., and; Ben E. and Ina Pearl Nix	May 16, 1974	196	383	May 24, 1974
Donald A. and Virginia Erickson	Jan. 24, 1974	194	688	Jan. 24, 1974
Frank Earl and Joan L. Wilson	May 14, 1974	196	248	May 17, 1974

## Part IV

## Harney County, Oregon

The following described property and interest in property situated in Harney County, Oregon, paragraph 1:

## 1. In twp. 33 S., R. 32 3/4 E., W.M.:

- Sec. 23: SE 1/4 SE 1/4  
 Sec. 24: E 1/2 SW 1/4, SW 1/4 SW 1/4, NW 1/4 SE 1/4, E 1/2 SE 1/4.  
 Sec. 25: SE 1/4 NE 1/4.  
 Sec. 26: N 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4.

## In twp. 33 S., R. 33 E., W.M.:

- Sec. 8: S 1/2 N 1/2, S 1/2 SW 1/4, NE 1/4 SE 1/4, SW 1/4 SE 1/4.  
 Sec. 9: N 1/2 SW 1/4, W 1/2 SE 1/4, SE 1/4 SE 1/4.  
 Sec. 10: S 1/2 SW 1/4.  
 Sec. 15: N 1/2 NW 1/4.  
 Sec. 16: E 1/2, E 1/2 NW 1/4, NW 1/4 NW 1/4, SE 1/4 SW 1/4.  
 Sec. 17: SW 1/4 NW 1/4  
 Sec. 20: S 1/2 S 1/2.  
 Sec. 21: S 1/2 NW 1/4, N 1/2 S 1/2, SE 1/4 SE 1/4.

- Sec. 22: SW 1/4, E 1/2 SE 1/4, SW 1/4 SE 1/4.  
 Sec. 23: SW 1/4 SW 1/4.  
 Sec. 26: NW 1/4 NW 1/4, SW 1/4 SW 1/4.  
 Sec. 27: S 1/2  
 Sec. 28: SE 1/4 NE 1/4, NW 1/4 NW 1/4, S 1/2 SW 1/4, SE 1/4 SE 1/4  
 Sec. 29: N 1/2 N 1/2, SW 1/4 NW 1/4, SW 1/4, S 1/2 SE 1/4.  
 Sec. 32: N 1/2 NE 1/4, SE 1/4 NE 1/4, NE 1/4 NW 1/4.  
 Sec. 33: N 1/2 NE 1/4, NW 1/4.  
 Sec. 34: NW 1/4 NE 1/4, N 1/2 NW 1/4, SE 1/4 NW 1/4.

In twp. 34 S., R. 32 3/4 E., W.M.:

- Sec. 1: Lots 1 and 2, S 1/2 NE 1/4, S 1/2 SW 1/4, SE 1/4.  
 Sec. 2: S 1/2 SE 1/4.  
 Sec. 12: N 1/2 N 1/2.

and covenant that Grantor is the owner of the above described property free of all encumbrances except RESERVATIONS in Deed from the State of Oregon, recorded January 18, 1921, in Book 29, Page 416, Deed Records, reserving rights of way for ditches, canals and reservoir sites for irrigation purposes, constructed, or which may be constructed, by authority of the United States or otherwise. (Applies to N 1/2 N 1/2 of Sec. 16, T. 33 S., R. 33 E., W.M.), Reservations in Deed from the State of Oregon, recorded Dec. 18, 1928, in Book 33, Page 602, Deed Records, reserving all the coal and other minerals in subject premises, together with the right to prospect for, mine, and remove the same, and also reserving rights of way for ditches, canals and reservoir sites for irrigation purposes, constructed, or which may be constructed, by authority of the United States or otherwise. (Applies to S 1/2 NE 1/4, SE 1/4 NW 1/4, SE 1/4 SW 1/4, SE 1/4 of Sec. 16, Twp. 33 S., R. 33 E., W.M.) and ACCESS ROAD EASEMENT in favor of the United States of America, including the terms and provisions thereof, recorded November 25, 1959, in Book 67, Page 81, Deeds, over and across the N 1/2 SE 1/4 and SE 1/4 SE 1/4 of Sec. 16, Twp. 33 S., R. 33 E., W.M.

#### Part V

#### Marion County, Oregon

The following described properties and interest in property situated in Marion County, Oregon, paragraphs 1 to 4, inclusive:

1. That part of Lot 12 South in the City of Silverton lying between the East line of those certain deeds recorded in Vol. 486 Page 268 and Vol. 544, Page 395 of Deed Records of Marion County, Oregon and the West line of that certain deed recorded in Vol. 343, Page 227 of Deed Records of Marion County, Oregon, described as follows:

Beginning at a point that is 70.00 feet N. 62°33' E. from the most Southerly Southwest corner of said Lot 12, thence N 27°21' W 82.5 feet; thence N 62°33' E 2.0 feet, thence S 27°21' E 82.5 feet, thence S 62°33' W 2.0 feet to the point of beginning.

2. That part of Lot 12 South in the City of Silverton lying between the East line of those certain deeds recorded in Vol. 486, Page 268 and Vol. 544, Page 395 of Deed Records of Marion County, Oregon and the West line of that certain deed recorded in Vol. 343, Page 227 of Deed Records of Marion County, Oregon, described as follows:

Beginning at a point that is 70.00 feet N. 62°33' E. from the most Southerly Southwest corner of said Lot 12, thence N 27°21' W 82.5 feet; thence N 62°33' E 2.0 feet, thence S 27°21' E 82.5 feet, thence S 62°33' W 2.0 feet to the point of beginning.

3. That part of Lot 12 South in the City of Silverton lying between the East line of those certain deeds recorded in Vol. 486, Page 268 and Vol. 544, Page 395 of Deed Records of Marion County, Oregon and the West line of that certain deed recorded in Vol. 343, Page 227 of Deed Records of Marion County, Oregon, described as follows:

Beginning at a point that is 70.00 feet N. 62°33' E. from the most Southerly Southwest corner of said Lot 12, thence N 27°21' W 82.5 feet; thence N 62°33' E 2.0 feet, thence S 27°21' E 82.5 feet, thence S 62°33' W 2.0 feet to the point of beginning.

4. Beginning at a point which is the Southeast corner of a tract of land conveyed for use as a part of a County Road, by deed recorded in Volume 133 at Page 149, Deed Records for Marion County, Oregon, which point is .30 chains North and 1.00 chain West from the most Northerly Northwest corner of the J. C. Caplinger Donation Land Claim No. 75, in Township 7 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon; thence North along the East line of said County Road 20.302 chains, more or less, to the South line of the Southern Pacific Railroad right of way; thence East along the South line of said railroad right of way 2002.94 feet, more or less, to the Northwest corner of the tract of land described in the deed recorded in Volume 498, Page 194, Deed Records for Marion County, Oregon; thence South along the West line of said tract and the West line of a tract of land described in the deed recorded in Volume 498 at Page 353, Deed Records for Marion County, Oregon 1273.75 feet, more or less, to the South line of the Ann Woodside Donation Land Claim No. 74; thence West along the South line of said Claim and the North line of said Caplinger Claim 1936.31 feet, more or less, to the point of beginning.

SAVE AND EXCEPT that parcel of land contained in deed from Beatrice M. Wilson, a widow; J. Hobart Wilson and Katherine B. Wilson, husband and wife, to Adolph H. Scharff and Phyllis Scharff, husband and wife, as tenants by the entirety, dated March 19, 1969, recorded March 27, 1969 as Fee Number 858038, Deed Records.

ALSO SAVE AND EXCEPT that parcel of land contained in deed, recorded July 10, 1969 in Volume 668, Page 1, Deed Records.

ALSO SAVE AND EXCEPT that parcel of land contained in deed, recorded March 15, 1972, in Volume 722, Page 556, Deed Records.

Except rights of the public in and to that portion of the herein described property lying within the boundaries of public roads and roadways.

#### Part VI

#### Multnomah County, Oregon

The following described property and interest in property situated in Multnomah County, Oregon, paragraphs 1 to 26 inclusive:

1. All of Lots 27, 28, 29, and 30 in and of Block 1 of "Burrage Tract" in the City of Portland as said Lots are shown in and by the duly recorded maps and plats of said "Burrage Tract" and -- in particular -- in and by the Revised Map and Dedication of parts of Blocks 1 and 8 and 9 and 16 and 17 of said "Burrage Tract" that was recorded on page 3 of Book 621 of Plat Records of said Multnomah County on July 13, 1914--

2. Lots numbered three (3) and four (4), in Block numbered one (1), in GIESE'S ADDITION TO THE CITY OF PORTLAND, according to the official maps and plats thereof.



3. All of Lots numbered ten (10) and eleven (11), in Block numbered two (2), in DAVENPORT TRACT, within the corporate limits of the City of Portland, according to the official maps and plats thereof.

4. Lot numbered four (4) in Block numbered two hundred and thirty-two (232) in COUCH'S ADDITION TO THE CITY OF PORTLAND, according to the official maps and plats thereof.

5. Lots 1 and 2 in Block 19, EAST CRESTON, within the corporate limits of the City of Portland.

6. Lots 5 and 6, Block 161, EAST PORTLAND ADDITION TO THE CITY OF PORTLAND.

Subject to Agreement recorded March 24, 1966, in Book 478 at Page 97, Deed Records of Multnomah County, Oregon.

7. Commencing at the northeast corner of a certain tract of land deeded by Thomas Quigley and Christine Quigley, his wife, to J. C. Welch, and recorded in Book 338, Page 65, Records of Deeds of Multnomah County, said corner also being designated as a point 166.42 rods west and 46 rods south of the northeast corner of the Archon Kelly Donation Land Claim and said corner being in the south side line of 53rd Avenue Southeast, (formerly Kelly Avenue); running thence west and tracing the south side line of 53rd Avenue Southeast (formerly Kelly Avenue) to a point in the east side line of East 41st Street (formerly Broadway Street), thence south and tracing the east side line of East 41st Street (formerly Broadway Street) 547.8 feet to an iron pipe, said pipe being 88.95 feet north of the north side line of Harold Avenue (formerly Court Street) extended, and also being the point of beginning of the real property hereby conveyed:

Running thence east and parallel to the south side line of 53rd Avenue Southeast (formerly Kelly Avenue) 100 feet to an iron pipe; thence south and parallel to the east side line of East 41st Street (formerly Broadway Street) 125.75 feet to a point; thence west and parallel to the south side line of 53rd Avenue Southeast (formerly Kelly Avenue) 100 feet to a point in the east side line of East 41st Street; thence north and tracing the east side line of East 41st Street (formerly Broadway Street) 125.75 feet to the iron pipe marking the point of beginning:

EXCEPTING therefrom the following described property:

Beginning at the northeast corner of the intersection of S. E. Harold Street and S. E. 41st Avenue, as shown by the official plats of the City of Portland on August 8, 1939; thence north along the east line of said 41st Avenue 36.8 feet; thence east parallel with and 36.8 feet north of the north line of said Harold Street 200 feet; thence south parallel with the east line of said 41st Avenue 36.8 feet to a point in the north line of said Harold Street; thence west along said north line of said Harold Street to the point of beginning.

8. Lots 1, 2, 3, 4, 5, 6, 7, 8, 35, 36, 37 and that portion of Lot 34 lying north of the north right of way line of North Columbia Boulevard, County Road No. 3831, Block 1, WALKER'S ADDITION, in the City of Portland, according to the duly recorded plat thereof on file in the office of the Clerk of the County of Multnomah, State of Oregon;

Subject to an easement dated November 1, 1968 granted to Multnomah County by Pacific Power & Light Company effecting Lots 34, 35, and 36.

9. Lots Three (3) and Four (4) in Block One (1), McMAHON'S ADDITION, in the City of Portland.

10. Beginning at a point on the south line of East Stark Street, as now laid out and established, 100 feet East of the East line of East 49th Street, as now laid out and established; thence East along the South line of said East Stark Street, a distance of 50 feet to a point; thence South parallel to the East line of East 49th Street and 150 feet distant therefrom, a distance of 100 feet to a point; thence West parallel to the South line of East Stark Street and 100 feet distant therefrom, a distance of 50 feet to a point; thence North on a line parallel with the East line of East 49th Street and 100 feet distant therefrom, a distance of 100 feet to the place of beginning.

11. Beginning at a point on the South line of East Stark Street, as now laid out and established, 100 feet East of East line of Southeast 49th Avenue, as now laid out and established; thence East along the South line of said East Stark Street, a distance of 116.6 feet; thence South parallel to the East line of Southeast 49th Avenue, a distance of 100 feet; thence West parallel to the South line of East Stark Street, and 100 feet distant therefrom, a distance of 116.6 feet, more or less, to a point which is 100 feet East of the East line of Southeast 49th Avenue; thence North on a line parallel to the East line of Southeast 49th Avenue, and 100 feet distant therefrom, a distance of 100 feet to the point of beginning, except the West 50 feet thereof.

12. Lots 1, 2, 3, 4, 5, 27, 28, 29, and 30, Block 8; Lots 1, 4, 5, 9, and 15, Block 9; Lots 8 and 9, Block 10; Lots 15 and 16, Block 11; WILLBRIDGE, within the corporate limits of the City of Portland, according to the duly recorded plat thereof on file in the office of the Clerk of the County of Multnomah, State of Oregon.

13. A tract of land in the Northeast quarter of Section 4, Township 1 South, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the South line of S. E. Stark Street with the West line of S. E. 96th Avenue; thence South along the West line of S. E. 96th Avenue 115 feet to an iron pipe which is the point of beginning of the tract to be described herein; thence West 150 feet to an iron pipe; thence South 128 feet to an iron pipe; thence South 45° East 16.97 feet, more or less, to an iron pipe; thence East 138 feet to an iron pipe on the West line of S. E. 96th Avenue; thence North 140 feet to the place of beginning.

14. The following described property in Section 15, Township 1 North, Range 1 West, Willamette Meridian, more particularly described as follows:

Beginning in the west line of County Road No. 716-1/2, 990 feet north and 1524.5 feet east of the one-quarter corner on the south line of Section 15; thence west 99.8 feet parallel to the south line of the section; thence South 31°31' West 44.85 feet; thence South 54°11' West 43.60 feet; thence South 65°37' West 24.04 feet; thence South 76° East 162.10 feet to the west line of said County Road No. 716-1/2; thence North 112 feet along the said west line to the place of beginning, EXCEPTING that portion thereof taken for the relocation of Skyline Road No. 1295.

15. The following described real property in Block Twenty-Two (22) KING'S 2ND ADDITION TO THE CITY OF PORTLAND, and Block Two (2), MEAD'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland:

Beginning at the intersection of the south line of N. W. Glisan Street with the east line of N. W. 23rd Avenue; thence east, along the south line of N. W. Glisan



10. Malibu Firetrack 35, STEPHEN'S AMMUNITION TRUCK, BARRAGE, 10/1/68, 10/2/68, 10/3/68, 10/4/68, 10/5/68, 10/6/68, 10/7/68, 10/8/68, 10/9/68, 10/10/68, 10/11/68, 10/12/68, 10/13/68, 10/14/68, 10/15/68, 10/16/68, 10/17/68, 10/18/68, 10/19/68, 10/20/68, 10/21/68, 10/22/68, 10/23/68, 10/24/68, 10/25/68, 10/26/68, 10/27/68, 10/28/68, 10/29/68, 10/30/68, 10/31/68, 11/1/68, 11/2/68, 11/3/68, 11/4/68, 11/5/68, 11/6/68, 11/7/68, 11/8/68, 11/9/68, 11/10/68, 11/11/68, 11/12/68, 11/13/68, 11/14/68, 11/15/68, 11/16/68, 11/17/68, 11/18/68, 11/19/68, 11/20/68, 11/21/68, 11/22/68, 11/23/68, 11/24/68, 11/25/68, 11/26/68, 11/27/68, 11/28/68, 11/29/68, 11/30/68, 12/1/68, 12/2/68, 12/3/68, 12/4/68, 12/5/68, 12/6/68, 12/7/68, 12/8/68, 12/9/68, 12/10/68, 12/11/68, 12/12/68, 12/13/68, 12/14/68, 12/15/68, 12/16/68, 12/17/68, 12/18/68, 12/19/68, 12/20/68, 12/21/68, 12/22/68, 12/23/68, 12/24/68, 12/25/68, 12/26/68, 12/27/68, 12/28/68, 12/29/68, 12/30/68, 12/31/68, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2

The District of Columbia Section of, Telephone: 1-800-451-1234, is located at the  
Williamette Maritime, in the City of Portland, Oregon 97201-1234.

18. Beginning point: point that in 1912 was part of the "Lost" part of the Southernmost corner of Section 16, Township 1 South, Range 1 East, of the Illinois-Meridian; corner north 30 feet; then, part 1/2 mile, east, to the North-east corner of a tract of land conveyed to Pacific Power & Light Company by deed recorded August 22, 1906, in Book 2024, Page 281, State Records, Illinois; thence, south 60 feet; corner west 154.35 feet, more or less, to the point of beginning.

119. ALCOA - sheet (33), photo (44), photo (45), photo (46), photo (47), photo (48), in Block County - sheet (23), STURGEON, photo (49) at Fort Belk.

20. Lot 4, Block 199, Town of Burlington, in the City of Portland, County of Multnomah and State of Oregon.

21. Lot 2, Block "G", 1008' of Section 36, to the City of Portland, County of Multnomah, and State of Oregon.

22. Dated 21, 1964, at Portland, County of Multnomah and State of Oregon.

23. Day 1, Block 184, 1800 S. Main St., in the City of Portland, County of Multnomah and State of Oregon.

74. PARCEL 73:

A tract of land in the NE 1/4 of Section 10, Township 1 South, Range 3 East of the Willamette Meridian, City of Astoria, Multnomah County, Oregon, described as follows:

Beginning at a point in the center of E. Powell Blvd, the East End of a point where said road intersects the East line of Greenwood Penitentiary and Chas. Hays North 0° 27 1/2 East 230.46 feet, to the true point of beginning; thence continuing North 0° 27 1/2 East, parallel to the East line of the Powell Penitentiary land.

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thence North 76° 49' 30" East along said South line 200.23 feet; thence South 7° 27' 30" East, parallel with the East line of the Powell Donation Land Claim, 1060.4 feet more or less, to the center line of the Powell Valley Road; thence North 89° 16' East along the center line of the Powell Valley Road, 10 feet to the SE corner of a tract conveyed by Joseph Harris by deed recorded January 22, 1973 in Book 905, page 1647; thence South 0° 27' 1/2" East 230.46 feet to the NE corner of said Harris tract; thence South 89° 16' East 171.16 feet to the true point of beginning.

## PARCEL II:

A tract of land in the Joseph H. Lambert Donation Land Claim in the Northeast quarter of Section 18, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah and State of Oregon, described as follows:

Beginning in the center line of the Powell Valley Road 131.18 feet East of the point where center line of said road crosses the East line of the James Powell Donation Land Claim; thence North parallel with the East line of said James Powell Donation Land Claim 638.2 feet to the true point of beginning; thence West 273 feet to the East line of the tract conveyed to Frank J. Tryk at us by deed recorded April 22, 1930 in Portland Book 70, page 303; thence North to the South line of land in 1916 owned by the Mt. Hood Railway Co.; thence Easterly along the South line of said Mt. Hood Railway Co., to a point where the same would intersect a line run from the beginning point of the premises described parallel with the East line of James Powell Donation Land Claim; thence South parallel with said James Powell Donation Land Claim to the place of beginning.

## PARCEL III:

A tract of land situated in the Northeast quarter of Section 18, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Gresham, County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the center line of Powell Valley Road 842 feet East of the point where said road intersects the East line of the James Powell D.L.C.; thence North 0° 27' 1/2" East parallel with said East line of the James Powell D.L.C. 1,104.8 feet more or less to the true point of beginning, being on the Southerly line of land formerly owned by the Mt. Hood Railway Co. and conveyed to Ralph F. Liernum, et al by deed recorded November 24, 1943 in Book 796, page 163, Deed Records; thence Southeasterly along the Southerly line of said Liernum tract 480 feet to the Northwest corner of that tract conveyed to Susan McLean by deed recorded December 22, 1917 in Book 746, page 174, Deed Records; thence North 40 feet to the Southerly line of the right of way of the Portland Electric Power Company, Mt. Hood Division, being the Northerly line of said Liernum tract; thence Northwesterly along the Northerly line of said Liernum tract 530 feet more or less to a point due North of the true point of beginning; thence South 150 feet to the true point of beginning.

25. Lot 1, Block 11, SLAVINS ADDITION TO PORTLAND CITY WIMSTEAD, EXCEPT the Northerly 15 feet and the Southerly 30 feet, in the City of Portland, Multnomah County, Oregon

Except revocable permit to Broadcaster Oregon, Ltd., recorded January 16, 1955 in Book 1701, Page 90. Covenants, easements and restrictions, recorded August 7, 1936, in Book 1911, Page 151, Deed Records. Easement recorded October 15, 1946, in Book 1110, Page 159, Deed Records.

Perpetual easement over, under and across a parcel of land in Multnomah County, Oregon, more particularly described in the following easement:

From	Dated	Multnomah County Deed Records Book	Page	Date Recorded
Port of Portland	Dec. 12, 1973	963	764	Dec. 13, 1973

## Part VII

Washington County, Oregon

The following described property and interest in property situated in Washington County, Oregon, paragraphs 1 to 3, inclusive:

1. Beginning at a point on the West line of Section 28, Township 1 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, which point is the Southwest corner of that certain tract of land conveyed to William Domreis, et ux, by deed recorded on Page 384, Book 339, Washington County, Oregon Deed Records, and from which point an Iron bears North 89°54' East 20.0 feet on the Easterly boundary of the Hyland Road; thence running South along the West line of Section 28 and in the center of Hyland Road a distance of 326.9 feet to the Southwest corner of that certain tract of land conveyed to William Haines by deed Recorded in Book 515, Page 515, said Deed Records; thence North 89°54' East along the South line of said Haines tract 20.0 feet to an Iron on the Easterly line of the said Hyland Road; thence continuing North 89°54' East along the said South line 640.0 feet to a point; thence North 326.9 feet, more or less, to the Southeast corner of the said Haines tract; thence South 89°54' West along the South line of the Domreis tract 640.0 feet to the place of beginning.

2. A parcel of land 100 feet x 100 feet in dimensions lying in the West one-fourth of a tract of land known as Claim No. 49, in the Northwest Quarter (NW¼) of Section 21, Township 1 North, Range 1 West, W.M., more particularly described as follows:

Beginning at the point of intersection of the east boundary of the Bonneville Power Administration's right of way with the north boundary line of said Claim No. 49, which line is located 6.60 chains south of the north line of said Section 21; thence along said east boundary of Bonneville Power Administration's right of way North 89°54' East 100 feet; thence east parallel with the north line of said Claim No. 49, 100 feet; thence North parallel with said Bonneville Power Administration's right of way, 100 feet to the north line of said Claim No. 49; thence went along said north line to the place of beginning.

3. The following described tracts I and II being portions of those certain tracts in the Northwest Quarter (NW-1/4) of Section Thirteen (13), Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described in Deed Book 167 at Page 119 and 218 at Page 203, Washington County Deed Records:

TRACT I: Beginning at a point on the South line of Durham Road at the intersection thereof with the Easterly line of County Road #531; thence South along the Easterly line of County Rd. #531 to the Northwest corner of TRACT II hereinafter described; thence East along the North line of TRACT II, 20 feet to a point; thence along a line parallel to and 20 feet East of the East line of County Rd. #531 to the South line of Durham Road; thence West along the South line of said road line to the point of beginning; SUBJECT TO a non-exclusive, perpetual right-of-way and

assent on, over and across, along and within TRACT I for private road purposes, which easement and right of way are hereby reserved as an easement appurtenant to owner's lands adjoining said TRACT I along the East boundary thereof.

TRACT II: Beginning at a point on the East line of County Road #511 at the Southwest corner of TRACT I above described; thence South along the East line of said road 325 feet to a point on an Easterly projection of the Southerly line of tract conveyed to Durham School District No. 82 by Deed of record in Book 172 a Page 470, Washington County Deed Records; thence East along said projected line of the School District tract 305 feet to a point; thence North parallel with the East line of said County Road #531 325 feet to a point; thence West 305 feet parallel with the said projected southerly line to the point of beginning.

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
PORTLAND GENERAL ELECTRIC CO.

on this 3rd day of JANUARY A. D. 19  
at 1:00 o'clock P. M. and a  
recorded in Vol. M 75 of  
Page 63

INDEXED

WM. D. MILNE

D 1

Fee 30.00

