

PACIFICORP
(An Oregon Corporation)

TO

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**
(A New York Corporation)

*As Trustee under PacificCorp's
Mortgage and Deed of Trust,
Dated as of January 9, 1989*

Eighth Supplemental Indenture

Dated as of November 1, 1993

**This Instrument Grants a Security Interest by a Transmitting Utility
This Instrument Contains After-Acquired Property Provisions**

RETURN TO:
Property Services-1030-PSB
Pacific Power & Light Co.
910 S.W. Sixth Avenue
Portland, OR 97204

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EIGHTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of November, 1993, made and entered into by and between PACIFICORP, a corporation of the State of Oregon, whose address is 700 NE Multnomah, Portland, Oregon 97232 (hereinafter sometimes called the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, whose address is 60 Wall Street, New York, New York 10260 (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of January 9, 1989, as heretofore amended and supplemented (hereinafter called the "Mortgage"), is executed and delivered by PacificCorp to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the "Eighth Supplemental Indenture") being supplemental thereto.

WHEREAS, the Mortgage was or is to be recorded in the official records of the States of Arizona, California, Colorado, Idaho, Montana, New Mexico, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Eighth Supplemental Indenture is to be recorded; and

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

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

WHEREAS, the Company executed, delivered, recorded and filed Supplemental Indentures as follows:

Dated as of

First	March 31, 1989
Second	December 29, 1989
Third	March 31, 1991
Fourth	December 31, 1991
Fifth	March 15, 1992
Sixth	July 31, 1992
Seventh	March 15, 1993

and

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

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
First — 10.45%	1/9/90	\$ 500,000	0
Second — Medium-Term Notes, Series A	various	250,000,000	\$250,000,000
Third — Medium-Term Notes, Series B	various	200,000,000	190,000,000
Fourth — Medium-Term Notes, Series C	various	300,000,000	291,733,121
Fifth — Medium-Term Notes, Series D	various	250,000,000	250,000,000
Sixth — C-U	various	250,432,000	238,131,000
Seventh — Medium-Term Notes, Series E	various	500,000,000	500,000,000
Eighth — 6 3/4%	4/1/2005	150,000,000	150,000,000
Ninth — Medium-Term Notes, Series F	various	480,000,000	480,000,000

and

WHEREAS, Section 2.03 of the Mortgage provides that the form or forms, terms and conditions of and other matters not inconsistent with the provisions of the Mortgage, in connection with each series of bonds (other than the First Series) issued thereunder, shall be established in or pursuant to one or more Resolutions and/or shall be established in one or more indentures supplemental to the Mortgage, prior to the initial issuance of bonds of such series; and

WHEREAS, Section 22.04 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter

into any further covenants, limitations, restrictions or provisions for the benefit of any one or more series of bonds issued thereunder and provide that a breach thereof shall be equivalent to a Default under the Mortgage, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment in or pursuant to Resolution in accordance with Section 2.03 of the Mortgage) establish the forms, terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed by the Company; and

WHEREAS, the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 22.04 of the Mortgage) to add to its covenants and agreements contained in the Mortgage certain other covenants and agreements to be observed by it; and

WHEREAS, the execution and delivery by the Company of this Eighth Supplemental Indenture, and the terms of the bonds of the Tenth Series hereinafter referred to, have been duly authorized by the Board of Directors in or pursuant to appropriate Resolutions;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That PACIFICORE, an Oregon corporation, in consideration of the premises and of good and valuable consideration to it duly paid by the Trustee at or before the ensembling and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all provisions of the Mortgage (including any instruments supplemental thereto; and any modification made as in the Mortgage provided) and of such bonds, and to confirm the Lien of the Mortgage on certain after-acquired property, hereby mortgages, pledges and grants a security interest in (subject, however, to Excepted Encumbrances, as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successor or successors in said trust, and to said Trustee and its successors and assigns forever, all properties of the Company real, personal and mixed, acquired by the Company after the date of the Mortgage, subject to the provisions of Section 18.03 of the Mortgage, of any kind or nature (except any herein or in the Mortgage expressly excepted) now owned or, subject to the provisions of Section

18.03 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Articles IV and V hereof, and including (without limitation) all real estates, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same; all power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, waterways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity and other forms of energy (whether now known or hereafter developed) by steam, water, sunlight, chemical processes and/or (without limitation) all other sources of power (whether now known or hereafter developed); all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto; all telephone, radio, television and other communications, image and data transmission systems, air-conditioning systems and equipment incidental thereto; water wheels, water works, water systems, steam and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, turbines, electric, gas and other machines, prime movers, regulators, meters, transformers, generators (including, but not limited to, engine-driven generators and turbogenerator units), motors, electrical, gas and mechanical appliances, conduits, cables, water, steam, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, towers, overhead conductors and devices, underground conduits, underground conductors and devices, wires, cables, tools, implements, apparatus, storage battery equipment and all other fixtures and personalty; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current and other forms of energy, gas, steam, water or communications, images and data for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith and (except as herein or in the Mortgage expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property herein before described;

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 13.01 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 18.03 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage expressly excepted, shall be and are as fully mortgaged and pledged hereby and as fully embraced within the Lien of the Mortgage as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and mortgaged hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter mortgaged or pledged hereunder, nor is a security interest therein hereby granted or intended to be granted, and the same are hereby expressly excepted from the Lien and operation of the Mortgage, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business or for the purpose of repairing or replacing (in whole or part) any rolling stock, buses, motor coaches, automobiles or other vehicles or aircraft or boats, ships or other vessels, and any fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; rolling stock, buses, motor coaches, automobiles and other vehicles and all aircraft, boats, ships and other vessels; all crops (both growing and harvested), timber (both growing and harvested), minerals (both in place and severed), and mineral rights and royalties; (3) bills, notes and other instruments and accounts receivable, judgments, demands, general intangibles and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4)

the last day of the term of any lease or leasehold which may be or become subject to the Lien of the Mortgage; (5) electric energy, gas, water, steam, ice and other materials, forms of energy or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; (6) any natural gas wells or natural gas leases or natural gas transportation lines or other works or property used primarily and principally in the production of natural gas or its transportation, primarily for the purpose of sale to natural gas customers or to a natural gas distribution or pipeline company, up to the point of connection with any distribution system; (7) the Company's franchise to be a corporation; (8) any interest (as lessee, owner or otherwise) in the Wyodak Facility, including, without limitation, any equipment, parts, improvements, substitutions, replacements or other property relating thereto; (9) all properties that PacifiCorp, a Maine corporation, and/or Utah Power & Light Company, a Utah corporation, had contracted to dispose of and that had been released from the liens of the Pacific Mortgage and the Utah Mortgage, respectively, prior to January 9, 1989, but title to which properties had not passed to the grantee(s) thereof as of said date; and (10) any property heretofore released pursuant to any provision of the Mortgage and not heretofore disposed of by the Company, provided, however, that the property and rights expressly excepted from the Lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that the Trustee or a receiver for the Trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XV of the Mortgage by reason of the occurrence of a Default;

AND PROVIDED FURTHER, that as to any property of the Company that, pursuant to the after-acquired property provisions thereof, is now or hereafter becomes subject to the lien of a mortgage, deed of trust or similar indenture that is now or may in accordance with the Mortgage hereafter become designated as a Class "A" Mortgage, the Lien hereof shall at all times be junior and subordinate to the lien of such Class "A" Mortgage;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, mortgaged and pledged, or in which a security interest has been granted by the Company as aforesaid, or intended so to be (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the

Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee; and its successors and assigns forever;

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

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

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

ARTICLE I

Tenth Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "E-L Series" (herein sometimes referred to as the Tenth Series), each of which shall also bear the descriptive title "First Mortgage and Collateral Trust Bond," and the form thereof, which shall be established by or pursuant to a Resolution, shall contain suitable provisions with respect to the matters hereinafter in this Section specified.

(I) Bonds of the Tenth Series shall mature on such date or dates not more than 30 years from the date of issue as shall be set forth in or determined in accordance with a Resolution filed with the Trustee and shall be issued as fully registered bonds in the denomination of Five Thousand Dollars and, at the option of the Company, of any multiple or multiples of Five Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof).

(II) Bonds of the Tenth Series shall bear interest at such rate or rates (which may either be fixed or variable), payable on such dates, and have such other terms and provisions not inconsistent with the Mortgage as may be set forth in or determined in accordance with a Resolution filed with the Trustee. Bonds of the Tenth Series shall be dated and shall accrue interest as provided in Section 2.06 of the Mortgage.

Interest payable on any bond of the Tenth Series and punctually paid or duly provided for on any interest payment date for such bond will be paid to the person in whose name the bond is registered on the fifteenth (15th) day (whether or not a business day) next preceding each interest payment date or at such other address as may be furnished in writing by such person to the Trustee at least 15 days prior to such interest payment date. Each such notice shall be effective until otherwise modified or rescinded by written notice to the Trustee at least 15 days prior to an interest payment date.

Subject to the foregoing provisions of this Section, each bond of the Tenth Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(III) The principal of and interest on each bond of the Tenth Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts or in such other currency or currency unit as shall be determined by or in accordance with a Resolution filed with the Trustee.

(IV) Each bond of the Tenth Series may be redeemable prior to maturity at the option of the Company, as determined by or in accordance with a Resolution filed with the Trustee. The Company may redeem any of the bonds of the Tenth Series which are redeemable and remain outstanding either in whole or from time to time in part, upon not less than 15 nor more than 60 days' notice in accordance with Section 12.02 of the Mortgage.

(V) Each bond of the Tenth Series may be subject to the obligation of the Company to redeem such bond, as determined by or in accordance with a Resolution filed with the Trustee.

(VI) Each bond of the Tenth Series may have such other terms as are not inconsistent with Section 2.08 of the Mortgage and as may be determined by or in accordance with a Resolution filed with the Trustee.

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

(VIII) Bonds of the Tenth Series shall be transferable, subject to any restrictions thereon set forth in any such bond of the Tenth Series, upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Tenth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 2.08 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Tenth Series.

(IX) After the execution and delivery of this Eighth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Eighth Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Tenth Series in an aggregate principal amount not to exceed Seventy-one Million Two Hundred Thousand Dollars (\$71,200,000). Bonds of the Tenth Series shall be issued pro rata on the basis of Class "A" Bonds of the Fifty-sixth Series, designated "First Mortgage Bond E.L. Series," issued under each of the Utah Mortgage and the Pacific Mortgage and delivered to the Trustee. The claim of the registered owner of any such Class "A" Bond shall be limited to the principal amount of the bonds of the Tenth Series issued and Outstanding on the basis of such Class "A" Bond.

(X) Upon receipt by the Trustee from time to time of a written request or requests (stating that the Trustee holds an aggregate principal amount of Class "A" Bonds of the Fifty-sixth Series, designated "First Mortgage Bond E-L Series," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Tenth Series then Outstanding and stating the amount of such excess and the principal amount of any such Class "A" Bonds to be cancelled) executed by an Authorized Executive Officer of the Company, the Trustee shall return to the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, for cancellation, a principal amount of Class "A" Bonds issued in the name of and held by the Trustee with respect to bonds of the Tenth Series not to exceed the excess of the principal amount of such Class "A" Bonds then so held over the principal amount of bonds of the Tenth Series then Outstanding. Upon cancellation of any such principal amount of Class "A" Bonds, the Trustee shall receive from the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, a Class "A" Bond in the principal amount not so cancelled.

(XI) The Trustee shall, within 30 days after any due date for the payment of interest or principal on bonds of the Tenth Series, with respect to which due date full payment has not been made, notify in writing (signed by the President, a Vice President, an Assistant Vice President or a Trust Officer) the corporate trustees under each of the Utah Mortgage and Pacific Mortgage that interest or principal due and payable on such bonds has not been fully paid and the amount of funds required to make such payment. If after such notice is given the Company cures the nonpayment within the cure period permitted in the Mortgage, the Trustee shall, as soon as practicable, notify the corporate trustees under the Utah Mortgage and Pacific Mortgage of such cure.

ARTICLE II

The Company Reserves the Right to Amend Provisions Regarding Properties Excepted from Lien of Mortgage

SECTION 2.01. The Company reserves the right, without any consent or other action by holders of bonds of the Eighth Series, or any series of

bonds subsequently created under the Mortgage (including the bonds of the Tenth Series), to make such amendments to the Mortgage, as heretofore amended and supplemented, as shall be necessary in order to amend the first proviso to the granting clause of the Mortgage, which proviso sets forth the properties excepted from the Lien of the Mortgage, to add a new exception (10) which shall read as follows:

"(10) allowances allocated to steam-electric generating plants owned by the Company or in which the Company has interests, pursuant to Title IV of the Clean Air Act Amendments of 1990, Pub. L. 101-549, Nov. 15, 1990, 104 Stat. 2399, 42 USC § 7651, *et seq.*, as now in effect or as hereafter supplemented or amended."

ARTICLE III

Miscellaneous Provisions

SECTION 3.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Tenth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 3.02. The terms defined in the Mortgage shall, for all purposes of this Eighth Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 3.03. The Trustee hereby accepts the trusts hereby declared, provided, created or supplemented, and agrees to perform the same upon the terms and conditions herein and in the Mortgage, as hereby supplemented, set forth, including the following:

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

SECTION 3.04. Whenever in this Eighth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVIII and XIX of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 3.05. Nothing in this Eighth Supplemental Indenture, expressed or implied, is intended, or shall be construed to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 3.06. This Eighth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE IV

Specific Description of Property

(Added to Pacific Power System)

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Pacific Power Division of the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

B—STEAM ELECTRIC GENERATING PLANTS

B-10—Dave Johnston Steam Electric Generating Plant

The steam electric generating plant, known as the Dave Johnston Plant, located in Converse County, State of Wyoming, including the following described lands owned and used by the Company in connection therewith, namely:

Lands in CONVERSE County, State of WYOMING

B-10, Item 31: Lands in Township 33 North, Range 74 West, 6th Principal Meridian, and Township 33 North, Range 75 West, 6th Principal Meridian, described as follows:

A parcel of land situated in the North Half of the Northwest Quarter of Section 16; the South Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter and the South Half of the Northwest Quarter of Section 17; the South Half of the Northeast Quarter and the North Half of the South Half of Section 18, all in Township 33 North, Range 74 West, and the North Half of the Southeast Quarter, Northeast Quarter of the Southwest Quarter, Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of Section 13; and the Southwest Quarter of the Southwest Quarter of Section 12, all in Township 33 North, Range 75 West, of the Sixth Principal Meridian. Said parcel being the abandoned 200 foot wide right of way of the Chicago and North Western Transportation Company railroad and is more particularly described as follows:

Commencing at the southwest corner of said Section 12 monumented by a 5/8 inch diameter rebar and being the point of beginning of this legal description; thence north 01°18'24" west along the west line of said Section 12, a distance of 172.86 feet to a point. Said point being located at the intersection of the west line of Section 12 and northeasterly line of the parcel and is monumented by a 2 inch diameter aluminum cap marked "Pacific Power & Light; thence south 42°30'48" east, a distance of 3,809.98 feet to a point of curvature; thence along the arc of a true curve to the left, having a radius of 3,338.49 feet and through a central angle of 61°24'21", a distance of 3,577.97 feet to a point of tangency; thence north 76°04'51" east, a distance of 10,662.60 feet to a point of curvature; thence along the arc of a true curve to the left having a radius of 5,633.40 feet and through a central angle of 23°15'23", a distance of 2,286.60 feet to a point located on the north line of said Section 16. Said point being monumented by a 2 inch diameter aluminum cap marked "Pacific Power & Light"; thence south 89°40'00" east along the north line of said Section 16, a distance of 100.57 feet to the north quarter corner of said Section 16. Said corner being

monumented by an aluminum cap; thence south $00^{\circ} 14' 11''$ east, along the center quarter line of said Section 16, a distance of 48.22 feet to a point located on the centerline of said abandoned railroad right of way. Said point being monumented by a 2 inch diameter aluminum cap marked "Pacific Power & Light"; thence along said centerline, on the arc of a true curve to the right having a radius of 5,733.40 feet and through a central angle of $23^{\circ} 45' 51''$, a distance of 2,377.99 feet to a point of tangency; thence south $76^{\circ} 04' 51''$ west, a distance of 483.45 feet to a point located on the west line of said Section 16. Said point being monumented by a 2 inch diameter aluminum cap marked "Pacific Power & Light"; thence south $0^{\circ} 05' 17''$ west, along the west line of said Section 16, a distance of 103.06 feet to a point on the southerly line of said abandoned railroad right of way. Said point being monumented by a 2 inch diameter aluminum cap marked "Pacific Power & Light"; thence south $76^{\circ} 04' 51''$ west, along the southerly line of a said abandoned railroad right of way, a distance of 10,154.20 feet to a point of curvature; thence along the arc of a true curve to the right, having a radius of 3,538.49 feet and through a central angle of $61^{\circ} 24' 21''$, a distance of 3,792.32 feet to a point of tangency; thence north $42^{\circ} 30' 48''$ west, a distance of 3,581.29 feet, to a point located on the west line of said Section 13, said point being monumented by a $\frac{5}{8}$ inch diameter rebar and a set stone; thence north $01^{\circ} 23' 29''$ west, along the west line of said Section 13, a distance of 130.95 feet to the point of beginning.

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

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

C-69—Grandview Substation

Lands in YAKIMA County, State of WASHINGTON

Land additional to and adjoining the tract described in C-69 Item, described as follows:

C-69 Item 2. PARCEL "A". That portion of the North Half of the Southwest Quarter of Section 4, Township 9 North, Range 23 East, W.M., described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4; thence north $89^{\circ} 58' 48''$ east, reference bearing, along the north line thereof 600 feet; thence south $1^{\circ} 20'$ east, parallel with the west line of the Northeast Quarter of the Southwest Quarter of said Section 4, a distance of 766 feet, to the point of beginning; thence north $1^{\circ} 20'$ west, 550 feet; thence south $79^{\circ} 55'$ west, 350 feet; thence south $1^{\circ} 20'$ west, 448.82 feet; thence south $79^{\circ} 55'$ west 280.09 feet, to the right of way of the old SR-12; thence south $43^{\circ} 25' 19''$ east, along said right of way, 119.70 feet, to a point which bears south $79^{\circ} 55'$ west of the point of beginning; thence north $79^{\circ} 55'$ east, 548.85 feet to the point of beginning; EXCEPT any portion lying southwesterly of a point drawn 139 feet northeasterly of the LE Line Survey of SR-12 (Sulphur Creek to Stover Road).

PARCEL "B": All that part of the following described property lying Southwesterly of a line drawn 139 feet Northeasterly of the LE line Survey of SR-12 (Sulphur Creek to Stover Road) and Northeasterly of a line drawn 50 feet Northeasterly of the LE Line Survey of SR-12 (Sulphur Creek to Stover Road):

That portion of the North Half of the Southwest Quarter of Section 4, Township 9 North, Range 23 East, W.M., described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4; thence north $89^{\circ} 58' 48''$ East, reference bearing, along the north line thereof 600 feet; thence south $1^{\circ} 20'$ east, parallel with the west line of the Northeast Quarter of the Southwest Quarter of said Section 4, a distance of 766 feet, to the point of beginning; thence north $1^{\circ} 20'$ west, 550 feet; thence south $79^{\circ} 55'$ west, 350 feet; thence south $1^{\circ} 20'$ west, 448.82 feet; thence south $79^{\circ} 55'$ west, 280.09 feet, to the right of way of the old SR-12; thence south $43^{\circ} 25' 19''$ east, along said right of way, 119.70 feet, to a point which bears south $79^{\circ} 55'$ west of the point of beginning; thence north $79^{\circ} 55'$ east, 548.85 feet to the point of beginning.

C-174—New Kalispell Substation

Lands in FLATHEAD County, State of MONTANA

Land additional to and adjoining the tract described in C-174 Item, described as follows:

C-174 Item 2: A tract of land in the West Half of the Southwest Quarter of Section 8, Township 28 North, Range 21 West, M.P.M., described as follows:

Commencing at the northwest corner of Lot 12, Block 191, Plat of Kalispell Townsite Company's Addition No. 2 (records of Flathead County, Montana); thence north $13^{\circ} 49' 00''$ west and along an extension of the west line of said Block 191 a distance of 50.00 feet to a point on the northerly right of way of East Center Street; thence north $76^{\circ} 04' 18''$ east and along said right of way a distance of 134 feet to a set iron pin and the true point of beginning of the tract of land herein described; thence leaving said right of way north $13^{\circ} 49' 00''$ west 228.07 feet to a set iron pin on the southerly right of way of Great Northern Railroad, which point is on a 1962.07 foot radius curve, concave northwesterly (radial bearing north $23^{\circ} 47' 46''$ west); thence northeasterly along said right of way and along said curve through a central angle of $08^{\circ} 00' 41''$ an arc length of 274.35 feet to a set iron pin; thence leaving said right of way south $13^{\circ} 49' 00''$ east 193.80 feet to a set iron pin; thence south $76^{\circ} 04' 18''$ west 250.00 feet to a set iron pin; thence south $13^{\circ} 49' 00''$ east 100.00 feet to a set iron pin on said northerly right of way of East Center Street; thence south $76^{\circ} 04' 18''$ west and along said right of way 16.00 feet to the point of beginning.

C-420—Parker Substation

Lands in CLATSOP County, State of OREGON

C-420 Item: A tract of land in Section 14, Township 8 North, Range 9 West, Willamette Meridian, described as follows:

Parcel No. 1: Beginning at a point where the centerline of the Bonneville Power Line intersects the westerly right of way line of Highway U.S. No. 30, this said point of beginning being north $58^{\circ} 31' 15''$ west of a 1" iron bar, the $\frac{1}{16}$ corner which is the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section, Township and Range; thence south $26^{\circ} 15'$ west a distance of 123.26 feet to a 1" iron bar; thence west a distance of 224.70 feet to a point; thence north a distance of 83.40 feet to a point; thence north $24^{\circ} 15'$ west a distance of 137.00 feet to a 1" iron bar; thence east a distance of 384.72 feet

to a 1" iron bar on the westerly line of Highway U.S. No. 30; thence along said right of way south 26° 15' west a distance of 112.06 feet to the point of beginning.

Parcel No. 2: Commencing at the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section, Township and Range; running thence North 58° 31' 15" West, a distance of 760.39 feet to a point, on the centerline of the Bonneville Power Administration transmission line right of way and on the westerly line of the right of way of U.S. Highway No. 30; running thence north 26° 45' 15" east a distance of 112.05 feet to a ¾" pipe on the westerly right of way line of said U.S. Highway No. 30, which said point is the true point of beginning of this description; thence west 384.72 feet to a point marked by a 1" iron bolt; thence north 47° 05' west a distance of 50.80 feet to a point; thence north 12° 15' west a distance of 5.00 feet to a point; thence east, a distance of 442.00 feet, more or less, to a point marked by an iron pipe, which is on the westerly right of way line of said U.S. Highway No. 30; thence south 29° 00' west a distance of 45.70 feet to the point of beginning.

Parcel No. 3: Beginning at a point, which point is 928.20 feet West of and 120.00 feet North of a 1" iron bar, the ¼ corner, which is the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section, Township and Range; thence north a distance of 168.00 feet to a point; thence east a distance of 224.70 feet to a 1" iron bar on the west right of way of Highway U.S. No. 30; thence southerly along said right of way to a point 169.10 feet east of the point of beginning; thence west a distance of 169.10 feet to the point of beginning.

C-421—Vilas Substation

Lands in JACKSON County, State of OREGON

C-421 Item: A tract of land in the North Half of the Northwest Quarter of Section 5, Township 37 South, Range 1 West, Willamette Meridian, described as follows:

Parcel No. 1 of Minor Partition Plat recorded the 14th day of July, 1993, as Partition Plat No. P-56-1993 of "Record of Partition Plats" in Jackson County, Oregon and filed as Survey No. 13567 in the office of the Jackson County Surveyor.

C-422—Beacon Substation
 Lands in JOSEPHINE County, State of OREGON

C-422 Item: A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 9, Township 36 South, Range 5 West of the Willamette Meridian, more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of the southwest quarter of said Section 9; thence along the north line of said southwest quarter of the southwest quarter, south $89^{\circ} 30'$ east, 20 feet to an iron rod on the easterly right of way line of Beacon Drive for the true point of beginning; thence continue along said north line, south $89^{\circ} 30'$ east, 208.71 feet to an iron rod on the westerly right of way line of Interstate Highway No. 5; thence along said westerly right of way line, south $29^{\circ} 02'$ east, 114.93 feet to an iron rod; thence north $89^{\circ} 30'$ west, 83.38 feet to an iron rod; thence north $5^{\circ} 27' 16''$ west, 37.55 feet to an iron rod; thence north $38^{\circ} 12' 32''$ west, 54.77 feet to an iron rod; thence north $89^{\circ} 30'$ west, 143.52 feet to an iron rod on the easterly right of way line of Beacon Drive; thence along said easterly right of way line, north 20.00 feet to the true point of beginning. **LESS AND EXCEPT** the west 10 feet as conveyed to the City of Grants Pass, Josephine County, Oregon in Deed recorded in Volume 215, Page 173, Josephine County Deed Records.

C-423—Astle Substation
 Lands in SWEETWATER County, State of WYOMING

C-423 Item: A tract of land in Section 26, Township 18 North, Range 107 West, 6th Principal Meridian, described as follows:

A parcel of land 350.00 feet by 250.00 feet situated in the Northwest Quarter of the Northwest Quarter of said Section, Township and Range, and also being situated within a parcel of land granted by the Town of Green River to Mountain Fuel Supply Company per Warranty Deed dated September 7, 1933, the boundary thereof being more particularly described as follows:

Commencing at the section corner common to Sections 26, 27, 34 and 35 of said Township and Range; being a brass cap and

iron pipe monument, thence north $02^{\circ} 31' 00''$ east, 2,515.30 feet to the quarter section corner common to Sections 26 and 27 of said Township and Range, being a found brass cap and iron pipe monument, thence north $31^{\circ} 10' 19''$ east, 1,917.52 feet to the point of beginning, a point on the southerly boundary of Questar Pipeline Company's Green River Border Station Parcel, said property originally granted to Mountain Fuel Supply Company by the Town of Green River per Warranty Deed dated September 7, 1933, also a point in the southerly fence line of said Questar Pipeline Company property, being a $1\frac{1}{2}$ " diameter aluminum cap on a $\frac{5}{8}$ " diameter iron bar, thence north $01^{\circ} 52' 50''$ east, 250.00 feet to a $1\frac{1}{2}$ " diameter aluminum cap on a $\frac{5}{8}$ " iron bar, thence north $89^{\circ} 11' 04''$ east, 350.00 feet to a point on the easterly fence line and property line of said Border Station Parcel, and a $1\frac{1}{2}$ " diameter aluminum cap on a $\frac{5}{8}$ " diameter iron bar, thence south $01^{\circ} 52' 53''$ west, 250.01 feet along the fence line and easterly property line of said Border Station Parcel to a 1" diameter aluminum cap on a $\frac{5}{8}$ " diameter iron bar, thence south $89^{\circ} 11' 09''$ west, 350.00 feet along a southerly fence line and property line of said Border Station Parcel to the point of beginning.

C-424—Veterans Substation.

In SWEETWATER County, State of WYOMING

C-424 Item: A tract of land in the Northwest Quarter of Section 25, Resurvey Township 19 North, Range 105 West of the Sixth Principal Meridian.

A parcel of land located in the Northwest Quarter of said Section, Township and Range, said parcel contains all of the Powerhouse tract described in Book 577, Page 183, and all of the Powerhouse tract described in Book 805, Pages 963-964 and also contains a portion of the Powerhouse tract described in Book 692, Pages 1111-1112 recorded in the office of the Sweetwater County Clerk, and being more particularly described as follows:

Commencing at the southwest corner of said Section 25; thence north $26^{\circ} 59' 51''$ east a distance of 3,634.22 feet to a point which is the most easterly corner of Tract 'B' of the Union Pacific

Coal Company's Fourth Addition to the City of Rock Springs, to the said point being designated by a scribe in the concrete; thence north $22^{\circ} 52' 59''$ west along the westerly boundary of said Powerhouse tract for a distance of 334.31 feet (Deed north $22^{\circ} 51' 30''$ west—334.28 feet) to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap, said point being the true point of beginning; thence north $13^{\circ} 07' 05''$ west along the westerly boundaries of said Powerhouse tracts for a distance of 262.67 feet (Deeds north $13^{\circ} 09' 05''$ west) to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap; thence north $77^{\circ} 17' 29''$ east along the northerly boundary of said Powerhouse tracts for a distance of 100.66 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap; thence north $12^{\circ} 29' 10''$ west along the westerly boundary of said Powerhouse tracts for a distance of 75.23 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap, said point being located on the southerly right of way line of the Rock Springs North Circumferential Route, said point also being the beginning of a non-tangent curve, concave southerly, having a radius of 1,076.26 feet, the center of which bears south $10^{\circ} 14' 25''$ east; thence easterly along said curve and said right of way line through a central angle of $19^{\circ} 56' 35''$ for an arc distance of 374.62 feet to a point on the westerly right of way line of Powerhouse Drive, said point being monumented by a $\frac{5}{8}$ " rebar with aluminum cap, said point also being the beginning of a non-tangent curve, concave easterly, having a radius of 230.00 feet, the center of which bears south $79^{\circ} 51' 04''$ east; thence southerly along said curve and said right of way line through a central angle of $17^{\circ} 08' 56''$ for an arc distance of 68.84 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap; thence south $7^{\circ} 00' 00''$ east along said right of way line for a distance of 12.64 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap; thence south $89^{\circ} 18' 53''$ west for a distance of 160.07 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap; thence south $76^{\circ} 50' 55''$ west for a distance of 69.83 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap; thence south $13^{\circ} 07' 05''$ east for a distance of 211.95 feet to a point monumented by a $\frac{5}{8}$ " rebar with aluminum cap stamped PROPGOR—JFCo PLS 578; thence south $77^{\circ} 26' 30''$ west for a distance of 220.01 feet to the true point of beginning.

D—ELECTRIC TRANSMISSION LINES

The following electric transmission line in the State of Oregon, hereinafter enumerated and described as extending between the substations indicated:

D-394 Line: From Bonneville Power Administration's Alvey Substation in LANE County, State of OREGON, to the Dixonville 500 kV Substation (C-406) in DOUGLAS County, State of OREGON, including the following tract of land used for right of way:

D-394 Item 1: Lots 14 and 15 of Phase I, First Addition to Hawk's Point, in Lane County, Oregon, as platted and recorded in File 74, Slides 68 and 69, Lane County Plat Records.

J—MISCELLANEOUS REAL ESTATE

The following described real property of the Company located in the State of Wyoming used in connection with the construction, operation and maintenance of its utility systems, or held for future use, namely:

J-57—Lands in CAMPBELL County, State of WYOMING

J-57 Item: All of Foothills Planned Unit Development, Phase 1 A, Campbell County, Wyoming, according to the corrected plat thereof recorded 26 December 1979 in Book 2 of Plats, pages 227 and 228 of the Records of Campbell County, Wyoming.

ARTICLE V

Specific Description of Property (Added to Utah Power System)

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Utah Power Division of the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

PARAGRAPH ONE

Electric Generating Plants

WL 200416 Naughton Plant Ash Disposal Pond

Lincoln County, Wyoming

The surface interests only of: Lot 5 and the North 660 feet of the NW/4 SW/4 of Section 1; and Lot 8 and the N/2 NE/4 NE/4 SE/4 of Section 2; all in Township 20 North, Range 117 West, 6th P.M.

PARAGRAPH TWO

Substations, Switchyards, and Switchracks

11M00024 Moody Substation

Madison County, Idaho

A tract of land in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 6 North, Range 41 East, Boise Meridian, described as beginning on the west right of way line of 9000 East at a point 25 feet S. 89°43'43" W. along the section line from the southeast corner of said Section 22; and running thence S. 89°43'43" W. 130.00 feet along said section line; thence N. 0°15'10" W. 160.00 feet; thence N. 89°43'43" E. 130.00 feet to said west right of way line; thence S. 0°15'10" E. 160.00 feet along said west right of way line to the point of beginning.

PARAGRAPH TEN

Miscellaneous Property

11M00023 Rexburg Mechanic Shop

Madison County, Idaho

Beginning at the Southeast corner of Lot 1, Block 25, of the Original Rexburg Townsite, in the City of Rexburg, as per the recorded plat thereof, and running thence South 16 $\frac{1}{2}$ feet; thence West 132 feet; thence North 66 feet; thence East 132 feet; thence South 49.5 feet to the point of beginning.

14B00019 Shelley District Office

Bingham County, Idaho

Part of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 21, Township 1 North, Range 37 East, Boise Meridian, described as beginning at the S $\frac{1}{4}$ corner of said Section 21 and running thence West 109.58 feet along the Section line; thence N 00°00'00" W 25.00 feet to a point of curve; thence to the right along said curve 31.59 feet (Curve Data Delta = 90°29'33", Radius = 20.00 feet) chord bears N 44°45'27" W 28.41 feet; thence N 00°29'33" E 439.91 feet along East line of Hallmark Drive as platted and recorded in Hallmark Estates Division No. 1; thence East 156.72 feet; thence S 00°06'05" W 485.07 feet to the South line of said Section 21; thence West 30.06 feet along the Section line to the point of beginning.

IN WITNESS WHEREOF, PACIFICORP has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by an Authorized Executive Officer of the Company, and its corporate seal to be attested to by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Assistant Vice Presidents, and its corporate seal to be attested to by one of its Assistant Secretaries, all as of the day and year first above written.

[SEAL]

PACIFICORP

By

Vice President

Attest:

Assistant Secretary

[SEAL]

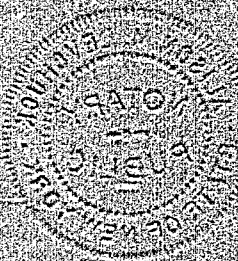
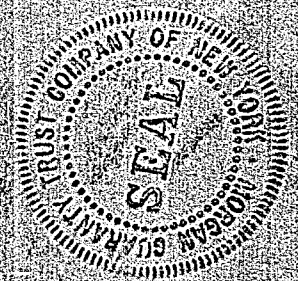
MORGAN GUARANTY TRUST COMPANY
OF NEW YORK as Trustee

By

Vice President

Attest:

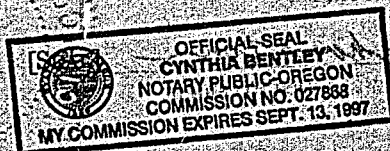
Assistant Secretary



STATE OF OREGON } ss. the JUDICIAL DISTRICT of CLATSOP
COUNTY OF MULTNOMAH }

On this 5th day of November, 1993, before me, CYNTHIA BENTLEY, a Notary Public in and for the State of Oregon, personally appeared RICHARD T. O'BRIEN and JOHN M. SCHWEITZER, known to me to be a Vice President and an Assistant Secretary, respectively, of PacifiCorp, an Oregon corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

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

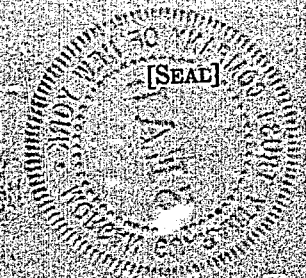


Cynthia Bentley
Cynthia Bentley
My Commission expires: September 13, 1997
Residing at: Milwaukie, Oregon

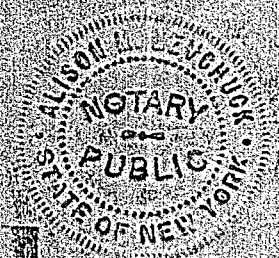
STATE OF NEW YORK } ss.
COUNTY OF NEW YORK }

On this 3rd day of November, 1993, before me, ALISON M. LEVCHUCK, a Notary Public in and for the State of New York, personally appeared M. CULHANE and CATHERINE F. DONOHUE, known to me to be a Vice President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

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



Alison M. Levchuck
Alison M. Levchuck
Notary Public, State of New York
No. 4997425
Qualified in Nassau County
Commission expires: June 8, 1994



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacificorp the 20th day
of Dec. A.D. 19 93 at 10:55 o'clock A.M. and duly recorded in Vol. M93
of Mortgages on Page 33867

Evelyn Biehn County Clerk

By *Pauline M. ...*

FEE \$130.00