

Appendix B

Wetland Preservation and Conservation Easement Documents

Summary of Inclusions		
Date	Name	Document
1984	Cordingly	Preservation Easement
1984	Marshall #2	Preservation Easement
1984	Marshall	Preservation Easement
1990	Cordingly	Preservation Easement
1990	Marshall	Preservation Easement
1991	Marshall	Preservation Easement
1995	Cordingly	Wetland Wildlife Habitat Easement
2015	Baum	Deed of Conservation Easement
2016	Jenkins	Easement for Conservation

After Recording, Return To:
Jody L. Williams
Utah Power & Light Company
1407 West North Temple
Salt Lake City, Utah 84116
(801) 535-2807

Microfilm No. 388474
7th Day Nov 1984
At 10:40 O'Clock A.M
BETTY J. HILL
FREMONT CO. RECORDER
Fee \$ 6.00 Betty J. Hill Deputy
Recorded At Request of
Buddy L. Allgood
Utah Power & Light

PRESERVATION EASEMENT

M. DALE CORDINGLEY and WANDA F. CORDINGLEY, his wife,
Grantors, of Fremont County, Idaho, do hereby CONVEY and WARRANT to UTAH
POWER & LIGHT COMPANY, a Utah corporation, 1407 West North Temple, Salt
Lake City, Utah 84116, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and
other good and valuable consideration, a perpetual easement for
preservation and maintenance of the existing, undeveloped wildlife
habitat and wetlands described on Exhibit "A" (the wetlands) to this
easement. By granting this easement, Grantors agree not to alter the
wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require
Grantors to in any way change Grantors' current use of the lands
described in this easement, or allow general public access or even
Grantee's access to the wetlands, or to interfere in any way with
Grantors' hunting activities or water rights and water management or
current livestock grazing practices on the wetlands, or to require
fencing of the wetlands.

This easement shall not effect prior dated encum-
brances of record on the described property.

WITNESS THE HAND OF THE Grantors, this 6th day of
November, 1984.

M. Dale Cordingley
M. DALE CORDINGLEY

Wanda F. Cordingley
WANDA F. CORDINGLEY, his wife

STATE OF IDAHO)
 :
COUNTY OF FREMONT)

On the 6th day of November, 1984, personally appeared
before me M. DALE CORDINGLEY and WANDA F. CORDINGLEY, his wife, the
signers of the within instrument, who duly acknowledged to me that they
executed the same.

Buddy K. Allford

My Commission Expires:

9/9/87

388474

Exhibit A

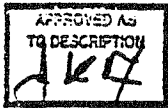
M. Dale Cordingley and Wanda R. Cordingley
Wetlands Preservation Easement

described as follows:

Beginning on the North boundary line of the Grantors' land at a point 660 feet West, more or less, along the North section line from the Northeast Corner of Section 27, T.9 N., R.42 E., B.M., thence South 22°30'W. 1400 feet, more or less, thence South 330 feet, more or less, thence N. 58° 00 E. 800 feet, more or less, thence East 550 feet, more or less, to the East line of said section, thence South 1400 feet, more or less, thence West 330 feet, more or less, thence North 330 feet, more or less, thence West 2045 feet, more or less, thence North 100 feet, more or less, thence West 310 feet, more or less, to the East right-of-way line of a county road, thence North 900 feet, more or less, along said East right-of-way line, thence East 330 feet, thence North 870 feet, thence West 330 feet, more or less, to the East right-of-way line of a county road, thence North 330 feet, more or less, along said East right-of-way line, to the North section line of said Section, thence East 1980 feet, more or less, to the point of beginning and being in the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 27, containing 102.7 acres, more or less.

Also the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, T.9 N., R.42 E., B.M., containing 10 acres, more or less.

Total area 112.7 acres, more or less.



388474

50725

After Recording, Return To:
Jody L. Williams
Utah Power & Light Company
1407 West North Temple
Salt Lake City, Utah 84116
(801) 535-2807

Microfilm No. 388474
7th Day Nov 1984
At 10:40 O'Clock A.M
BETTY J. HILL
FREMONT CO. RECORDER
Fee \$ 6.00 Betty Hill Deputy
Recorded At Request of
Buddy L. Allgood
Utah Power & Light

PRESERVATION EASEMENT

M. DALE CORDINGLEY and WANDA F. CORDINGLEY, his wife,
Grantors, of Fremont County, Idaho, do hereby CONVEY and WARRANT to UTAH
POWER & LIGHT COMPANY, a Utah corporation, 1407 West North Temple, Salt
Lake City, Utah 84116, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and
other good and valuable consideration, a perpetual easement for
preservation and maintenance of the existing, undeveloped wildlife
habitat and wetlands described on Exhibit "A" (the wetlands) to this
easement. By granting this easement, Grantors agree not to alter the
wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require
Grantors to in any way change Grantors' current use of the lands
described in this easement, or allow general public access or even
Grantee's access to the wetlands, or to interfere in any way with
Grantors' hunting activities or water rights and water management or
current livestock grazing practices on the wetlands, or to require
fencing of the wetlands.

This easement shall not effect prior dated encum-
brances of record on the described property.

WITNESS THE HAND OF THE Grantors, this 6th day of
November, 1984.

M. Dale Cordingley
M. DALE CORDINGLEY

Wanda F. Cordingley
WANDA F. CORDINGLEY, his wife

STATE OF IDAHO)
COUNTY OF FREMONT)

On the 6th day of November, 1984, personally appeared
before me M. DALE CORDINGLEY and WANDA F. CORDINGLEY, his wife, the
signers of the within instrument, who duly acknowledged to me that they
executed the same.

Buddy K. Allford

My Commission Expires:

9/9/87

388474

Exhibit A

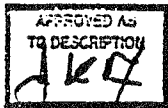
M. Dale Cordingley and Wanda R. Cordingley
Wetlands Preservation Easement

described as follows:

Beginning on the North boundary line of the Grantors' land at a point 660 feet West, more or less, along the North section line from the Northeast Corner of Section 27, T.9 N., R.42 E., B.M., thence South 22°30'W. 1400 feet, more or less, thence South 330 feet, more or less, thence N. 58° 00 E. 800 feet, more or less, thence East 550 feet, more or less, to the East line of said section, thence South 1400 feet, more or less, thence West 330 feet, more or less, thence North 330 feet, more or less, thence West 2045 feet, more or less, thence North 100 feet, more or less, thence West 310 feet, more or less, to the East right-of-way line of a county road, thence North 900 feet, more or less, along said East right-of-way line, thence East 330 feet, thence North 870 feet, thence West 330 feet, more or less, to the East right-of-way line of a county road, thence North 330 feet, more or less, along said East right-of-way line, to the North section line of said Section, thence East 1980 feet, more or less, to the point of beginning and being in the NE $\frac{1}{4}$ and the E $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 27, containing 102.7 acres, more or less.

Also the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, T.9 N., R.42 E., B.M., containing 10 acres, more or less.

Total area 112.7 acres, more or less.



388474

50726

After Recording, Return To:
Jody L. Williams
Utah Power & Light Company
1407 West North Temple
Salt Lake City, Utah 84116
(801) 535-2807

Microfilm No. 188375
26 Day Nov 1984
At 10:42 O'Clock A.M
BETTY J. HILL
FREMONT CO RECORDER
Fee \$ 6.00 Colin Hill Deputy
Recorded At Request of:
Charles K. Allgood
Utah Power & Light Co.

PRESERVATION EASEMENT

DONALD MARSHALL, and WANDA MARSHALL, his wife,
Grantors of Fremont County, Idaho,
does hereby CONVEY and WARRANT to UTAH POWER & LIGHT COMPANY,
a Utah corporation, 1407 West North Temple, Salt Lake City,
Utah 84116, GRANTEE, for the sum of TEN DOLLARS (\$10.00)
and other good and valuable consideration, a perpetual ease-
ment for preservation and maintenance of the existing, un-
developed wildlife habitat and wetlands described on Exhibit
"A" (the wetlands) to this easement. By granting this easement,
Grantor agrees not to alter the wetlands in such a way as to
diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall
require Grantor to in any way change Grantor's current use of
the lands described in this easement, or allow general public
access or even Grantee's access to the wetlands, or to inter-
fere in any way with Grantor's hunting activities or water
rights and water management or current livestock grazing
practices on the wetlands, or to require fencing of the wetlands.

This easement shall not effect prior dated encumbrances
of record on the described property.

WITNESS THE HANDS OF THE Grantors this 5th day of
November, 1984.

Donald Marshall
DONALD MARSHALL
Wanda Marshall
WANDA MARSHALL, his wife

STATE OF IDAHO)
COUNTY OF Fremont):

On the 5th day of November, 1984, personally
appeared before me DONALD MARSHALL,*the signers of the within
instrument, who duly acknowledged to me that they executed the
same.

Buddy K. Algood

My Commission Expires:

9/9/87

383475

Exhibit A

Donald Marshall and Wanda Marshall
Wetlands Preservation Easement

described as follows:

Beginning at the southwest corner of the Grantors' land being West one quarter corner of Section 26, T.9 N., R.42 E., B.M., thence North 660 feet, more or less, along the west line of said Section, thence East 825 feet (50 rods), more or less, thence South 660 feet, more or less, thence West 825 feet (50 rods), more or less, to point of beginning and being in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26; containing 12.5 acres, more or less.

Beginning on the West boundary line of the Grantors' land at a point 1000 feet South, more or less, along the West section line from the Northwest corner of Section 26, T.9 N., R.42 E., B.M., thence East 330 feet, thence North 330 feet, thence East 990 feet, more or less, to the north-south one-sixteenth line of the NW $\frac{1}{4}$ of said section, thence South 650 feet, more or less, to a south boundary line of the Grantor's land, thence West 1320 feet, more or less, to the West line of said Section 26, thence North 330 feet, more or less, along said West section line to the point of beginning and being in the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 26, containing 17.2 acres, more or less.

Total area 29.7 acres, more or less.



388475

After Recording, Return To:
Jody L. Williams
Utah Power & Light Company
1407 West North Temple
Salt Lake City, Utah 84116
(801) 535-2807

FN. 55332

Microfilm No. 338495
7th Day Nov 1984
At 4:45 O'Clock P.M.
BETTY J. HILL
FREMONT CO RECORDER
Fee \$ 64.00 Deputy
Recorded At Request of
Betty J. Hill
Utah Power & Light

PRESERVATION EASEMENT

DONALD MARSHALL and WANDA MARSHALL, his wife, and JAMES G. FLINT *and COLLEN C. MARSHALL, his wife, MARSHALL* and TRACY MARSHALL, Grantors, of Fremont County, Idaho, do hereby CONVEY and WARRANT to UTAH POWER & LIGHT COMPANY, a Utah corporation, 1407 West North Temple, Salt Lake City, Utah 84116, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual easement for preservation and maintenance of the existing, undeveloped wildlife habitat and wetlands described on Exhibit "A" (the wetlands) to this easement. By granting this easement, Grantors agree not to alter the wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require Grantors to in any way change Grantors' current use of the lands described in this easement, or allow general public access or even Grantee's access to the wetlands, or to interfere in any way with Grantors' hunting activities or water rights and water management or current livestock grazing practices on the wetlands, or to require fencing of the wetlands.

This easement shall not effect prior dated encumbrances of record on the described property.

WITNESS THE HAND OF THE Grantors, this 7th day of
November, 1984.

Donald Marshall
DONALD MARSHALL

Wanda Marshall
WANDA MARSHALL, his wife

James G. Marshall
JAMES G. MARSHALL

Colleen C. Marshall
COLLEEN C. MARSHALL, his wife

Tracy Flint Marshall
TRACY, MARSHALL

FLINT

STATE OF IDAHO)

COUNTY OF FREMONT)

**aka TRACY FLINT MARSHALL

*and COLLEEN C. MARSHALL, his wife,

On the 7th day of November, 1984, personally appeared before me DONALD MARSHALL and WANDA MARSHALL, his wife, and JAMES G. MARSHALL and TRACY MARSHALL, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

9/9/87

368495

Exhibit A

Donald Marshall and Wanda Marshall

Tracy Marshall and James G. Marshall *James G. Marshall, his wife*
Wetlands Preservation Easement

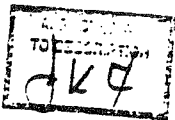
described as follows:

The East 660 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T.9 N., R.42 E., B.M., containing 20 acres, more or less.

That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T.9 N., R.42-E., B.M., lying South of the county road right-of-way line and the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23, containing 0.9 of an acre, more or less.

Beginning on the South boundary line of the Grantors' land at a point 660 feet West, more or less, along the South section line from the Southeast corner of Section 22, T.9 N., R.42 E., B.M., thence North 150 feet, more or less, thence West 120 feet, thence North 840 feet, thence West 550 feet, thence South 330 feet, thence West 330 feet, thence South 330 feet, thence West 330 feet, thence North 330 feet, thence West 450 feet, thence South 330 feet, thence West 220 feet, more or less, to the East right-of-way line of a county road, thence South 300 feet, more or less, along said East right-of-way line to the South line of said Section 22, thence East 1980 feet, more or less, along said South section line to the point of beginning and being in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 22, containing 27.5 acres, more or less.

Total area 48.4 acres, more or less.



388495

55232

After Recording, Return To:
Jody L. Williams
Utah Power & Light Company
1407 West North Temple
Salt Lake City, Utah 84116
(801) 535-2807

FN. 55332

Microfilm No. 388495
7th Day Nov 1984
At 4:05 O'Clock P.M.
BETTY J. HILL
FREMONT CO RECORDER
Fee \$ 6.00 Deputy
Recorded At Request of
Betty J. Hill
Utah Power & Light

PRESERVATION EASEMENT

DONALD MARSHALL and WANDA MARSHALL, his wife, and JAMES G. FLINT *and COLLEN C. MARSHALL, his wife, MARSHALL* and TRACY MARSHALL, Grantors, of Fremont County, Idaho, do hereby CONVEY and WARRANT to UTAH POWER & LIGHT COMPANY, a Utah corporation, 1407 West North Temple, Salt Lake City, Utah 84116, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual easement for preservation and maintenance of the existing, undeveloped wildlife habitat and wetlands described on Exhibit "A" (the wetlands) to this easement. By granting this easement, Grantors agree not to alter the wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require Grantors to in any way change Grantors' current use of the lands described in this easement, or allow general public access or even Grantee's access to the wetlands, or to interfere in any way with Grantors' hunting activities or water rights and water management or current livestock grazing practices on the wetlands, or to require fencing of the wetlands.

This easement shall not effect prior dated encumbrances of record on the described property.

WITNESS THE HAND OF THE Grantors, this 7th day of
November, 1984.

Donald Marshall
DONALD MARSHALL

Wanda Marshall
WANDA MARSHALL, his wife

James G. Marshall
JAMES G. MARSHALL

Colleen C. Marshall
COLLEEN C. MARSHALL, his wife

Tracy Flint Marshall
TRACY MARSHALL
FLINT

STATE OF IDAHO)
 :
COUNTY OF FREMONT)

**aka TRACY FLINT MARSHALL
*and COLLEEN C. MARSHALL, his wife,

On the 7th day of November, 1984, personally appeared before me DONALD MARSHALL and WANDA MARSHALL, his wife, and JAMES G. MARSHALL and TRACY MARSHALL, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Buddy K. Alford

My Commission Expires:

9/9/87

368495

Exhibit A

Donald Marshall and Wanda Marshall

Tracy Marshall and James G. Marshall *Donald Marshall, his wife*
Wetlands Preservation Easement

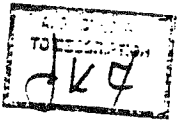
described as follows:

The East 660 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T.9 N., R.42 E., B.M., containing 20 acres, more or less.

That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T.9 N., R.42-E., B.M., lying South of the county road right-of-way line and the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23, containing 0.9 of an acre, more or less.

Beginning on the South boundary line of the Grantors' land at a point 660 feet West, more or less, along the South section line from the Southeast corner of Section 22, T.9 N., R.42 E., B.M., thence North 150 feet, more or less, thence West 120 feet, thence North 840 feet, thence West 550 feet, thence South 330 feet, thence West 330 feet, thence South 330 feet, thence West 330 feet, thence North 330 feet, thence West 450 feet, thence South 330 feet, thence West 220 feet, more or less, to the East right-of-way line of a county road, thence South 300 feet, more or less, along said East right-of-way line to the South line of said Section 22, thence East 1980 feet, more or less, along said South section line to the point of beginning and being in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 22, containing 27.5 acres, more or less.

Total area 48.4 acres, more or less.



388495

55232

416873

After recording, return to:
 Jody L. Williams
 PacifiCorp, dba
 Utah Power & Light Company
 1407 West North Temple
 Salt Lake City, Utah 84140
 (801) 220-2851

Microfilm No. _____
 At 3 Day Jan 19 91
10:05 O'clock A M

MICKIE FUNKE
 FREMONT CO. RECORDER
 Fee \$ 9- CM Deputy

Recorded At Request of
Bud Allgood

PRESERVATION EASEMENT

652-3566

M. DALE CORDINGLEY and WANDA F. CORDINGLEY, his wife, GRANTOR, of Fremont County, Idaho, and Grantor's successors and assigns forever, do hereby CONVEY and WARRANT to PACIFICORP, an Oregon Corporation, doing business in Utah as PACIFICORP ELECTRIC OPERATIONS and UTAH POWER & LIGHT COMPANY, 1407 West North Temple, Salt Lake City, Utah 84140, GRANTEE, and its successors and assigns forever, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual easement for preservation and maintenance of the existing, undeveloped wildlife habitat and wetlands described in Exhibit "A" (the wetlands) to this easement. By granting this easement, Grantor agrees not to alter the wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require Grantor to in any way change Grantor's current use of the lands described in this easement, or allow general public access or even Grantee's access to the wetlands, or to interfere in any way with Grantor's hunting activities or water rights and water management or current livestock grazing practices on the wetlands, or to require fencing of the wetlands.

This easement shall not effect prior dated encumbrances
or records on the described property.

WITNESS THE HANDS OF THE Grantors this 31st day of
December, 1990.

M. Dale Cordingley
M. DALE CORDINGLEY

Wanda F. Cordingley
WANDA F. CORDINGLEY

STATE OF IDAHO)
 :
COUNTY OF FREMONT)

On the 31st day of December, 1990,
personally appeared before me M. DALE CORDINGLEY, and WANDA F.
CORDINGLEY, his wife, signers of the within instrument, who duly
acknowledged to me that they executed the same.

Buddy K. Allwood

My Commission Expires:

9/11/93

Exhibit A

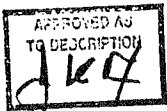
M. Dale Cordingley and Wanda R. Cordingley
Wetlands Preservation Easement

described as follows:

Beginning on the North boundary line of the Grantors' land at a point 660 feet West, more or less, along the North section line from the Northeast Corner of Section 27, T.9 N., R.42 E., B.M., thence South 22°30'W. 1400 feet, more or less, thence South 330 feet, more or less, thence N. 58° 00 E. 800 feet, more or less, thence East 550 feet, more or less, to the East line of said section, thence South 1400 feet, more or less, thence West 330 feet, more or less, thence North 330 feet, more or less, thence West 2045 feet, more or less, thence North 100 feet, more or less, thence West 310 feet, more or less, to the East right-of-way line of a county road, thence North 900 feet, more or less, along said East right-of-way line, thence East 330 feet, thence North 870 feet, thence West 330 feet, more or less, to the East right-of-way line of a county road, thence North 330 feet, more or less, along said East right-of-way line, to the North section line of said Section, thence East 1980 feet, more or less, to the point of beginning and being in the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 27, containing 102.7 acres, more or less.

Also the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, T.9 N., R.42 E., B.M., containing 10 acres, more or less.

Total area 112.7 acres, more or less.



388474

FILE NO. 55335

After recording, return to:
 Jody L. Williams, Esq.
 PacifiCorp, dba
 Utah Power & Light Company
 1407 West North Temple
 Salt Lake City, Utah 84140
 (801) 220-2851

Microfilm No. **416872**
 At 3 Day Jan 19 91
 At 10:00 O'clock A M
 MICKIE FUNKE
 FREMONT CO. RECORDER
 Fee \$ 9- Deputy
 Recorded At Request of
Bud Allgood

PRESERVATION EASEMENT

DONALD MARSHALL and WANDA MARSHALL, his wife, GRANTOR, of Fremont County, Idaho, and Grantor's successors and assigns forever, do hereby CONVEY and WARRANT to PACIFICORP, an Oregon Corporation, doing business in Utah as PACIFICORP ELECTRIC OPERATIONS and UTAH POWER & LIGHT COMPANY, 1407 West North Temple, Salt Lake City, Utah 84140, GRANTEE, and its successors and assigns forever, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual easement for preservation and maintenance of the existing, undeveloped wildlife habitat and wetlands described in Exhibit "A" (the wetlands) to this easement. By granting this easement, Grantor agrees not to alter the wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require Grantor to in any way change Grantor's current use of the lands described in this easement, or allow general public access or even Grantee's access to the wetlands, or to interfere in any way with Grantor's hunting activities or water rights and water management or current livestock grazing practices on the wetlands, or to require fencing of the wetlands.

This easement shall not effect prior dated encumbrances or records on the described property.

WITNESS THE HANDS OF THE Grantors this 31st day of December, 1990.

Donald Marshall
DONALD MARSHALL

Wanda Marshall
WANDA MARSHALL

STATE OF IDAHO)
 :
COUNTY OF FREMONT)

On the 31st day of December, 1990,
personally appeared before me DONALD MARSHALL and WANDA MARSHALL,
his wife, signers of the within instrument, who duly acknowledged
to me that they executed the same.

Buddy K Allgood

My Commission Expires:

9/11/93

Exhibit A

Donald Marshall and Wanda Marshall
Wetlands Preservation Easement

described as follows:

Beginning at the southwest corner of the Grantors' land being West one quarter corner of Section 26, T.9 N., R.42 E., B.M., thence North 660 feet, more or less, along the west line of said Section, thence East 825 feet (50 rods), more or less, thence South 660 feet, more or less, thence West 825 feet (50 rods), more or less, to point of beginning and being in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 26; containing 12.5 acres, more or less.

Beginning on the West boundary line of the Grantors' land at a point 1000 feet South, more or less, along the West section line from the Northwest corner of Section 26, T.9 N., R.42 E., B.M., thence East 330 feet, thence North 330 feet, thence East 990 feet, more or less, to the north-south one-sixteenth line of the NW $\frac{1}{4}$ of said section, thence South 650 feet, more or less, to a south boundary line of the Grantor's land, thence West 1320 feet, more or less, to the West line of said Section 26, thence North 330 feet, more or less, along said West section line to the point of beginning and being in the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 26, containing 17.2 acres, more or less.

Total area 29.7 acres, more or less.



388475

FILE NO. 55334

Microfilm No. 420664
 19 Day Dec 19 91
 At 2:55 O'clock PM
 MICKIE FUNKE
 FREMONT CO. RECORDER
 Fee \$ 9. Deputy
 Recorded At Request of
Bud Allgood

After recording, return to: **Bud Allgood**
 Jody L. Williams
 PacifiCorp, dba
 Utah Power & Light Company
 1407 West North Temple
 Salt Lake City, Utah 84140
 (801) 220-2851
 R/W Agent
 315 E. 2 N.
 St. Anthony, ID 83445

Mailing Address:
 3475 East 1425 North
 Ashton, ID 83420

PRESERVATION EASEMENT

652-3390
652-3390

DONALD MARSHALL and WANDA MARSHALL, his wife, AND JAMES G. MARSHALL and COLLEEN C. MARSHALL, his wife, and TRACY FLINT MARSHALL, GRANTORS, of Fremont County, Idaho, and Grantors' successors and assigns forever, do hereby CONVEY and WARRANT to PACIFICORP, an Oregon Corporation, doing business in Utah as PACIFICORP ELECTRIC OPERATIONS and UTAH POWER & LIGHT COMPANY, 1407 West North Temple, Salt Lake City, Utah 84140, GRANTEE, and its successors and assigns forever, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual easement for preservation and maintenance of the existing, undeveloped wildlife habitat and wetlands described in Exhibit "A" (the wetlands) to this easement. By granting this easement, Grantor agrees not to alter the wetlands in such a way as to diminish their value as wildlife habitat.

Provided, however, that nothing in this easement shall require Grantor to in any way change Grantor's current use of the lands described in this easement, or allow general public access or even Grantee's access to the wetlands, or to interfere in any way with Grantor's hunting activities or water rights and water

management or current livestock grazing practices on the wetlands, or to require fencing of the wetlands.

This easement shall not effect prior dated encumbrances or records on the described property.

WITNESS THE HANDS OF THE Grantors this 12th day of December, 1998.

Donald Marshall
DONALD MARSHALL

Wanda Marshall
WANDA MARSHALL

James G. Marshall
JAMES G. MARSHALL

Colleen C. Marshall
COLLEEN C. MARSHALL

Tracy Flint Marshall
TRACY FLINT MARSHALL

STATE OF IDAHO)
 :
COUNTY OF FREMONT)

On the 12th day of December, 1998, personally appeared before me DONALD MARSHALL and WANDA MARSHALL, his wife, and JAMES G. MARSHALL, and COLLEEN C. MARSHALL, his wife, and TRACY FLINT MARSHALL, signers of the within instrument, who duly acknowledged to me that they executed the same.

Buddy K. Allgood

My Commission Expires:

9/11/93

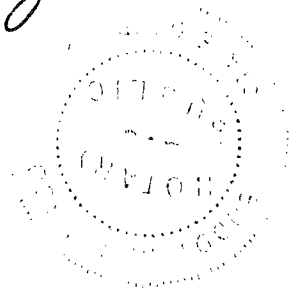


Exhibit A

Donald Marshall and Wanda Marshall
Tracy Marshall and James G. Marshall *& Colleen C Marshall, his wife*
Wetlands Preservation Easement

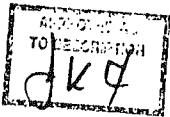
described as follows:

The East 660 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T.9 N., R.42 E., B.M., containing 20 acres, more or less.

That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, T.9 N., R.42 E., B.M., lying South of the county road right-of-way line and the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23, containing 0.9 of an acre, more or less.

Beginning on the South boundary line of the Grantors' land at a point 660 feet West, more or less, along the South section line from the Southeast corner of Section 22, T.9 N., R.42 E., B.M., thence North 150 feet, more or less, thence West 120 feet, thence North 840 feet, thence West 550 feet, thence South 330 feet, thence West 330 feet, thence South 330 feet, thence West 330 feet, thence North 330 feet, thence West 450 feet, thence South 330 feet, thence West 220 feet, more or less, to the East right-of-way line of a county road, thence South 300 feet, more or less, along said East right-of-way line to the South line of said Section 22, thence East 1980 feet, more or less, along said South section line to the point of beginning and being in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 22, containing 27.5 acres, more or less.

Total area 48.4 acres, more or less.



388495

FILE NO. 55332

Microfilm No. 434984 L-0962
22 Dec 1995
At 12:16 O'clock PM
MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ 9. CM Deputy
Recorded At Request of Pacificorp (Roger B. Rigley)

WETLAND WILDLIFE HABITAT EASEMENT

M. DALE CORDINGLEY and WANDA F. CORDINGLEY of Fremont County, Idaho ("GRANTORS"), recognize that they have conveyed and warranted to PACIFICORP, an Oregon corporation, dba UTAH POWER & LIGHT COMPANY ("GRANTEE"), its successors-in-interest and assigns, a perpetual easement for preservation and maintenance of wildlife habitat and wetlands on the tract of land located in Fremont County and described in Exhibit A ("Property"). Grantors hereby grant to PacificCorp the right to control livestock grazing over that portion of the Property described in Exhibit B by PacificCorp's constructing and maintaining livestock fences thereupon and by taking other reasonable steps to enhance wildlife habitat values on the Property.

Grantors acknowledge their prior agreement not to alter the Property in any way to diminish its value as wildlife habitat consistent with the Property's purpose as wetlands. PacificCorp acknowledges Grantor's right to use the Property for the purposes of water rights and management, control of general public access, and hunting activities.

Executed on this 31st day of January, 1995.

GRANTORS:

M. Dale Cordingley
M. DALE CORDINGLEY

Wanda F. Cordingley
WANDA F. CORDINGLEY

GRANTEE:

PACIFICORP, an Oregon Corporation
dba UTAH POWER & LIGHT COMPANY

By: Edward E. Huntman
Its: Vice President

STATE OF Idaho)
~~UTAH~~)
COUNTY OF Fremont) :SS

On the 31st day of January, 1995, personally appeared before me, M. Dale Cordingley and Wanda F. Cordingley, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires: 7-22-99

Laura K. Huntman
Notary Public
Residing at Ashton, ID



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of February, 1995, by Ernest E. Wessman, Vice President of PacifiCorp, an Oregon corporation, who executed the foregoing on behalf of PacifiCorp with authority of the Board of Directors of said Corporation.

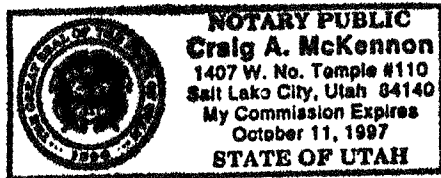
My Commission expires:

10-11-1997

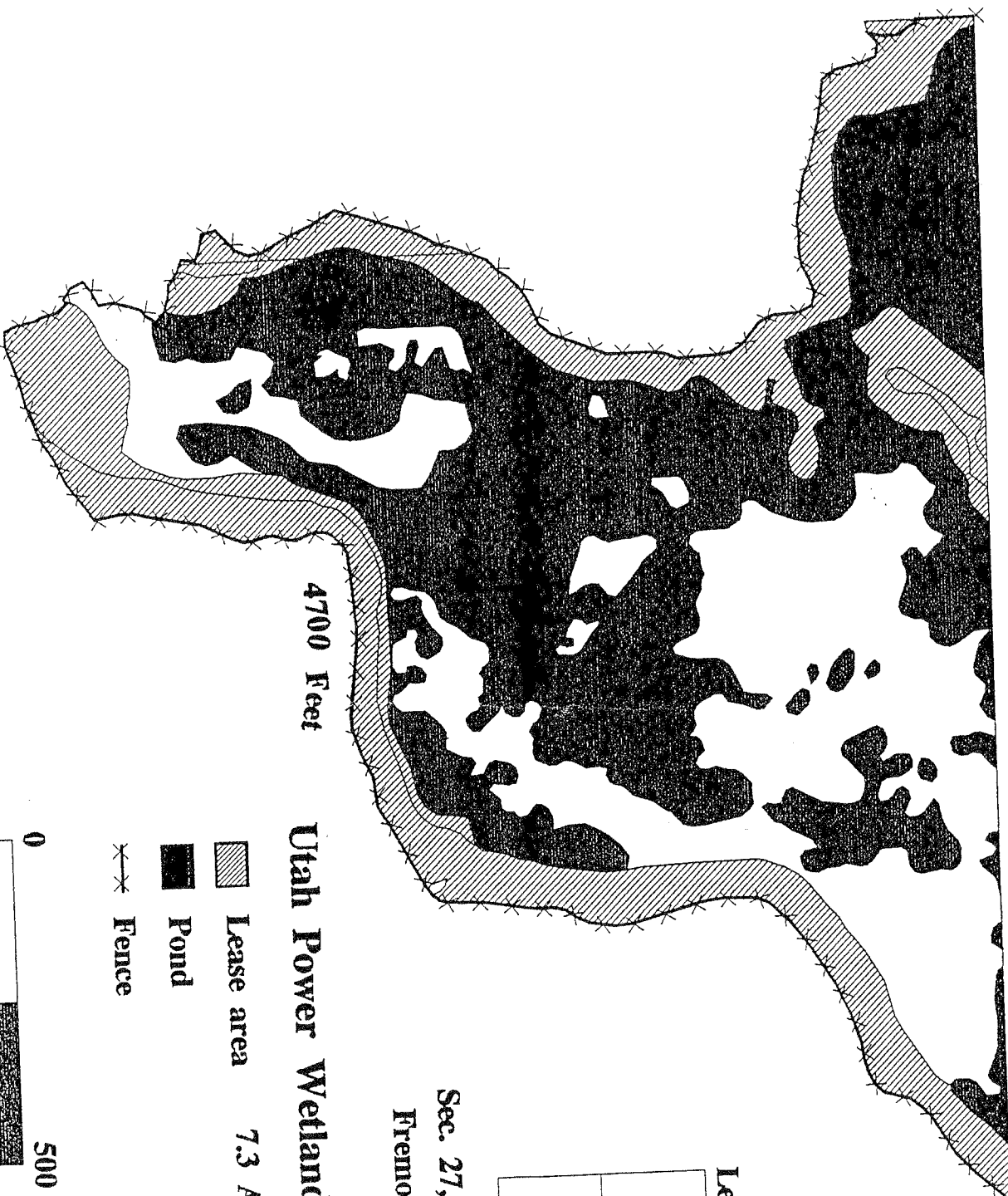
Craig A. McKennon

Notary Public

Residing at Salt Lake City, Utah



Coordinly Lease Area



Utah Power Wetlands Lease L-0962

Sec. 27, T. 9 N., R. 42 E.
Fremont County, Idaho

Lease Location			
22	23		
27	26		

271285-2
ALLIANCE TITLE & ESCROW
130 EAST MAIN
REXBURG ID 83440

DEED OF CONSERVATION EASEMENT

Instrument No. 556456
18 Day Dec 2015
At 04 O'Clock 35 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$115.00
JH Deputy
Recorded at Request of
Alliance Title - Rexburg Office

THIS DEED OF CONSERVATION EASEMENT is made this the 18th day of December, 2015, by Baum Hossner Pond Properties LLC, an Idaho limited liability company, having an address at 1408 N 3600 E, Ashton, Idaho 83420 ("Grantor"), in favor of the Teton Regional Land Trust, Inc., a non-profit Idaho corporation, whose mailing address is P.O. Box 247, Driggs, Idaho 83422, ("Grantee") (the or this "Conservation Easement").

The following exhibits are attached to and incorporated into the Conservation Easement by this reference:

- Exhibit A:** Legal Description of the Property;
- Exhibit B:** Property Map;
- Exhibit C:** Written Acknowledgement of the Baseline Report; and
- Exhibit D:** Mortgage Subordinations

RECITALS

A. Grantor is the owner in fee simple of certain real property located in Fremont County, Idaho (the "Property"), consisting of approximately 72 acres, free of encumbrance, except those encumbrances that have been expressly approved by Grantee, as the Property is described more particularly in Exhibit A (Legal Description), attached hereto and by this reference made a part hereof; and

B. For the purposes of convenience only and not as a substitute for the legal description of the Property, a location Map of the Property is attached to this Conservation Easement as Exhibit B for illustrative purposes; and

C. The Property possesses natural, scenic and wildlife values of great importance to Grantor, Grantee, the people of the Upper Snake River Watershed, the Henry's Fork region and the people of Idaho and the United States, and the protection of the Property will yield a significant public benefit, including but not limited to the protection of natural resources and the maintenance and enhancement of air and water quality for the benefit of future generations; and

D. The Conservation Easement on the Property provides significant benefit to the people of Fremont County, Idaho, the State of Idaho and the United States by protecting, preserving and providing for the public in perpetuity the following significant resources, pursuant to Section 170(h)(4) of the Internal Revenue Code and Idaho Code § 55-2101 *et seq.*:

1. Relatively natural habitat for native plants and wildlife, including habitat for the following species found on the Property designated "species of greatest conservation need" in the Idaho Comprehensive Wildlife Conservation Strategy (Snake River Basalts

Baum Hossner Pond Properties, LLC PacifiCorp Conservation Easement

Ecological Section and Yellowstone Highlands Ecological Section), which is a clearly delineated state conservation policy adopted by the Idaho Department of Fish and Game in September, 2005: California Gull, Franklin's Gull, Greater Sandhill Crane, Long-billed Curlew, Northern leopard frog, Northern Pintail, Lesser Scaup, Hooded Merganser, Wilson's Phalarope, American White Pelican, Western Grebe, Clark's Grebe, Black Tern, Foster's Tern, Caspian Tern, Sharp-tailed Grouse, Snowy Egret, Cattle Egret, Great Egret, and Trumpeter Swan;

2. Wetlands, floodplains and riparian habitats within the Henry's Fork watershed which are vital to the protection of wildlife populations, nutrient cycling, water quality, erosion control and groundwater discharge;

3. Important shorebird and waterfowl breeding, migratory and/or wintering habitat for species of greatest conservation need such as Trumpeter Swan, Long-Billed Curlew, and Sandhill Crane;

4. Relatively natural habitat for federally-protected species that include but are not limited to Bald Eagle, federally-protected by the Bald and Golden Eagle Protection Act, and Red-tailed Hawk, Swainson's Hawk, Northern Harrier, American Kestrel, Ferruginous Hawk, , Great-horned Owl, Barn Owl, and Rough-legged Hawk, federally-protected by the Migratory Bird Treaty Act;

5. Range for mule deer, white-tail deer and moose, species of local and regional importance;

6. Open space lands that provide opportunities to continue traditional agricultural practices;

(hereafter collectively referred to in the Conservation Easement as the "Conservation Values"); and

E. The Fremont County Comprehensive Plan, which became effective on December 17, 2008, states that it shall be the policy of Fremont County "to maintain and enhance the character of the county by directing development away from visually sensitive areas" and "to maintain, protect and enhance fish and wildlife resources and their habitats." The protection of this Property by means of a conservation easement is consistent with and furthers these Comprehensive Plan goals, a local governmental land conservation policy; and

F. The Property is located within 25 miles of Yellowstone National Park, a part of the National Park System, and is thus recognized as land of importance for open space values by Section 508 of Public Law 105-34, the Federal Taxpayer Relief Act of 1997; and

G. Grantor has the right to build multiple residences on the Property in locations that would degrade wildlife habitats, and Grantor does not wish to retain, for itself and for its successors, the right to build multiple residences, nor to build in inappropriate locations, nor to engage in any commercial or industrial development that would impair the Conservation Values of the Property; and

H. Grantor and Grantee mutually intend that the Conservation Values of the Property shall be preserved and maintained by this Conservation Easement by permitting only those uses on the Property that do not impair or interfere with the maintenance and protection of the Conservation Values; and

I. Grantor further intends, by executing the Conservation Easement, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

J. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and is a qualified holder of Conservation Easements under Idaho Code § 55-2101 *et seq.*, whose primary purposes are the conservation of the natural and agricultural resources, significant ecosystems, scenic viewsheds, open space lands, and traditional lifestyles of the Henry's Fork region, Idaho and surrounding areas; and

K. The Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, delivery and acceptance of the Conservation Easement.

NOW, THEREFORE, in exchange for ten dollars and other valuable consideration, including the above Recitals and the mutual covenants, terms, conditions, obligations and restrictions contained herein, and pursuant to Idaho Code § 55-2101 *et seq.* and the laws of the State of Idaho, and with the intention of making a voluntary, unrestricted and irrevocable grant in perpetuity and Grantor's express intention and agreement to make a voluntary, unrestricted and irrevocable gift of part of the value of the Conservation Easement, the Grantor hereby grants and conveys to Grantee, and the successors and assigns of Grantee, with warranties of Grantor's title to the Property, this perpetual Conservation Easement on, over, and across the Property, in accordance with the terms and conditions set forth below. Grantee acknowledges that no goods or services were received by Grantor in consideration of the donation of part of the value of this Conservation Easement, which Grantee received as of the date noted on page 1 of this Conservation Easement.

1. **Purposes.** The purposes of the Conservation Easement are to (i) preserve, protect, enhance, and restore the Conservation Values, including but not limited to the open-space, scenic, and significant relatively natural features and values of the Property, in perpetuity, and (ii) to restrict the use of the Property to those uses that are consistent with such Conservation Values and interests. A specific purpose of this Conservation Easement is to conserve the diversity of wildlife species native to the Upper Snake River Watershed. Grantor and Grantee intend that the Conservation Easement will confine the use of the Property to activities that are consistent with the purposes of the Conservation Easement, which include but are not limited to Agricultural Uses and livestock uses as provided in Paragraphs 3.2 and 3.3, enjoyment of nature and wildlife, limited recreation and other uses permitted by this Conservation Easement, all as

set forth in Paragraph 3 below. If one of more of the purposes of the Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. As provided in Treasury Regulation §1.170A-14(e)(2), nothing in this Conservation Easement shall be deemed to allow the destruction of any “other significant conservation interest” as provided in said Regulation, unless such destruction falls within the exception found in Treasury Regulation 1.170A-14(e)(3).

1.1 Paragraphs 2, 3 and 4 of the Conservation Easement identify rights conveyed to Grantee, permitted uses reserved by Grantor, and prohibited uses and practices, respectively. Grantor and Grantee intend in the Paragraphs enumerated above to define better those rights so that Grantor and Grantee can accomplish the purposes of this Conservation Easement in a cooperative and amicable manner.

2. **Rights Conveyed by the Conservation Easement to Grantee.** The following rights are conveyed, without restriction, to Grantee by Grantor in the Conservation Easement:

2.1 To identify, preserve and protect in perpetuity the Conservation Values of the Property, subject to the rights reserved by Grantor in Paragraph 3 below, and further subject to all third-party rights of record in and to the Property that are not subordinated to the terms and conditions of the Conservation Easement.

2.2 Upon reasonable prior notice to Grantor, to enter upon and inspect the Property to administer the Conservation Easement and in connection therewith to inspect, observe, study, and make scientific observations of the Property, all in a manner that will not unreasonably interfere with Grantor’s uses of the Property provided such uses are consistent with the terms and purposes hereof.

Grantee also has the right to enter upon the Property to enforce the terms and purposes of this Conservation Easement, and in accordance with this enforcement right, Grantor also expressly grants to Grantee a right of immediate entry upon the Property if Grantee, in its sole discretion, determines that such immediate entry is necessary to prevent or halt damage to, or destruction of, the Conservation Values protected by the Conservation Easement. Aside from Grantee’s rights of access granted by this Paragraph, the Conservation Easement does not grant to Grantee, or to the public, any rights to enter upon the Property.

2.3 Grantee has acquired the Conservation Easement in part with funds provided by PacifiCorp, as defined in Paragraph 16.3.2. below, to protect wetland Conservation Values of the Property consistent with Grantee’s Memorandum of Understanding and Agreement (“MOU”) with PacifiCorp signed by PacifiCorp on November 24, 2015 and by Grantee on December 1, 2015, which shall not compromise Grantee’s authority to monitor and/or enforce the terms of the Conservation Easement, or require Grantee to perform any act that would conflict with its status as a qualified holder of deductible conservation easements under §170(h)(3) of the Code.

A copy of the MOU is on file at Grantee's office. The main objective of the MOU is "to cooperatively enhance wetland habitat protection of the [Baum] Property through perpetual conservation easements." PacifiCorp has agreed that this Conservation Easement will meet this objective. The parties further agree that the purposes of this Conservation Easement are consistent with and further the purposes of the MOU by protecting the wetland Conservation Values of the Property in perpetuity. PacifiCorp is hereby granted a third-party right of inspection and enforcement to ensure that such Conservation Values are protected. By the Conservation Easement, Grantor does further grant PacifiCorp a right to enter and inspect the Property to insure the protection of such wetland Conservation Values thereafter, such right of entry and inspection is subject to the terms of Paragraph 2.2 above.

2.4 To enjoin any unpermitted activity on or unpermitted use of the Property that is inconsistent with the terms or purposes of the Conservation Easement, or which may have a significant adverse impact on the Conservation Values, and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to provisions of Paragraph 7.

2.5 To place and maintain on the Property a sign or signs that a Conservation Easement has been granted to Grantee, subject to the approval of Grantor as to design, size, and location.

2.6 To place and replace, during the inspections authorized above, small markers to identify boundaries, corners, and other reference points on the Property. Grantor shall not remove such markers without prior notice to, and the approval of, Grantee as provided in Paragraph 6 below.

2.7 The Conservation Easement shall run with and burden title to the Property in perpetuity, and shall bind Grantor and all future owners and tenants of the Property.

2.8 Grantor hereby conveys and acknowledges the conveyance to Grantee, and Grantee's extinguishment of, all development rights which are now appurtenant to the Property or which may later become appurtenant, except those development rights that are specifically reserved by the Grantor in the Conservation Easement. Grantor further agrees, on behalf of itself, and its successors and assigns that any additional development rights which may hereafter be transferred to, allocated to, implied to, reserved for, or considered inherent in the Property will be transferred to, and deemed the rights of, Grantee upon their attachment to the Property. Grantor and Grantee agree to execute and record any additional instruments as may be necessary or appropriate to affect the transfer of said development rights from Grantor to Grantee. Grantor specifically agrees that such extinguished or transferred development rights may not be (i) used on or transferred to any portion of the Property, (ii) used on or transferred to any other land, whether adjacent to or distant from the Property, or (iii) used for the purpose of calculating permissible lot yield or density of the Property or any other land, with regard to any land use or zoning which affects or may affect the Property. If extinguishment of development rights is not

permitted under pertinent laws or ordinances that authorize them, Grantee will not transfer such rights for any reason to third parties and will refrain from exercising such rights for the perpetual term of this Conservation Easement.

3. Permitted Uses and Practices. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein, that are consistent with the terms and purposes of the Conservation Easement, and that will not result in injury to or the destruction of any Conservation Value. Without limiting the generality of the foregoing statement, the following rights are expressly reserved by Grantor:

3.1 *Divisions of Ownership and Transfers.* To sell, exchange, devise, gift, convey, or otherwise transfer the Property as not more than one (1) parcel. The Property shall be conveyed expressly subject to all terms, conditions, rights, restrictions, and obligations contained in the Conservation Easement.

Grantor shall furnish Grantee with a copy of any document or conveyance utilized to effect the transfer of the Property within thirty (30) days of the execution of said document or conveyance. Nothing in this Conservation Easement shall be construed to prevent Grantor from owning the Property in cotenancy, wherein each cotenant shall have undivided interests in the whole of the Property. Grantor also retains the right to enter into leases provided such agreements are made expressly subject to the terms and conditions of this Conservation Easement. Grantor expressly conveys to Grantee the right to enforce this Conservation Easement against, and to seek and recover all remedies for violation of the terms of this Conservation Easement from all tenants or other occupants residing on or using the Property with Grantor's knowledge or consent.

3.1.1 Agricultural leases of the Property are permitted as long as such leases are made subject to the terms and conditions of this Conservation Easement.

3.2 *Agricultural Activities.* To engage in agricultural uses of the Property in accordance with sound, generally accepted agricultural practices. For the purposes of this Conservation Easement, "Agricultural Uses" shall be defined as: Breeding, raising, pasturing, grazing, feeding, watering and caring for livestock of every nature and description according to specifications included under Paragraph 3.3 and its subparagraphs; breeding and raising bees, poultry, and other fowl; planting, cultivating, raising, harvesting, and producing grains, hay, potatoes, and other crops in accordance with locally accepted standards for crop rotation to protect soils; and the primary processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property.

3.2.1 Irrigation structures, including wells, pivots and pump houses, are permitted where needed on the Property. Construction and use of irrigation structures must

comply with the purposes and terms of the Conservation Easement and may not harm or impair the Conservation Values.

3.2.2 Notwithstanding any other provision hereof, Agricultural Uses allowed under the Conservation Easement shall not include construction of vineyards, hops plantations, or orchards; concentrated animal feeding operations (CAFOs) or aquaculture; or commercial feedlots. For the purposes of the Conservation Easement, the term "commercial feedlot" means a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market.

3.2.3 Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm, ranch and forest management practices, and in the situation of Grantor may result in an evolution of agricultural, silvicultural, and other uses of the Property, and such uses are permitted provided they are and remain consistent with the purposes of the Conservation Easement and the protection and conservation of the Conservation Values.

3.3 *Livestock.* To breed, raise, pasture, graze, feed, water, and care for livestock in accordance with a grazing management plan approved by Grantee, provided that livestock grazing use shall not unreasonably degrade the wildlife habitat, vegetation communities, stream banks, water quality, or other resources and habitat protected by the Conservation Easement. The approved grazing management plan may be amended by Grantor and Grantee in order to protect and enhance wetland habitat on the Property, as well as the existing mix of native vegetation and, to the extent possible, to enhance all wildlife and plant habitat on the Property. Livestock grazing practices shall not result in overgrazing, particularly in regard to negative impacts on the Conservation Values and agricultural values including habitat for waterbirds and other species, water quality, and forage for sustainable farming and ranching operations.

3.3.1 To construct or develop on the Property minor improvements related to livestock grazing operations, including corrals, catch pens, livestock loafing sheds, wells, irrigation facilities, ponds, and watering facilities, provided that construction and use of such improvements shall be in compliance with the purposes and terms of the Conservation Easement.

3.3.2 Game ranching with confined, native or non-native wildlife is not permitted, as provided in Paragraph 4.9 below.

3.4 *Fencing.* To construct, maintain, repair or reconstruct as necessary fencing and gates for ranching and the privacy and security of other permitted uses on the Property, provided that fences do not have a substantial or significant adverse impact on the Conservation Values of

the Property. The fencing and gates shall be compatible with the migration of wildlife across the Property as determined by Grantee. Unless Grantee approves otherwise, all new fences shall be limited to four (4) strands of wire or three (3) wooden rails, and to forty-two (42) inches in height. The lowest strand of any fence shall be at least eighteen (18) inches above the ground. Post and rail fences are permitted, provided they comply with the terms and conditions herein. Any fence which is constructed to run parallel to any stream or other water body shall be located at least twenty-five (25) feet from open water, except that fences may be located along the Property boundary as needed. Provided however, in areas where such fencing along waterways may be impractical, due to geographical features, existing roadways, or the like, Grantee shall have the discretion to forego fencing at such location altogether and/or to shorten the distance of the fencing of the riparian area, or to come up with other appropriate solutions based upon the circumstance, to address such impracticalities.

3.5 Weed and Pest Control. Grantor has the right to control weeds and predatory and problem animals in a manner consistent with state laws, subject to the following:

- 3.5.1 All control techniques used must be consistent with the labeled instructions of the application materials which constitute the reasonable minimum necessary to control and/or eradicate the weeds, and which minimize impacts on the Conservation Values of the Property.
- 3.5.2 Biological control of weeds which does not materially impair any of the Conservation Values of the Property shall be deemed consistent with the purposes of this Conservation Easement.
- 3.5.3 Grantor has the right to control predatory and problem animals, consistent with federal and state laws and regulations, as Grantor determines is reasonably necessary and in a manner which is consistent with the purposes of the Conservation Easement, by the use of live trapping and selective control techniques, which shall be limited in their application to specific animals which have caused damage to or threaten to cause damage to livestock or other property. However, Grantor shall have no right to use cyanide guns, poison bait, traps or other non-selective control techniques.

3.6 Habitat Enhancements. To construct or develop on the Property wildlife habitat improvements, provided that any such construction or development shall be in compliance with the general and specific purposes of the Conservation Easement, including the specific purpose of conserving the diversity of wildlife species native to the Upper Snake River Watershed, and shall comply with all federal, state and local laws, regulations and ordinances.

- 3.6.1 If Grantor proposes the construction or development of wildlife habitat improvements, Grantor agrees to develop a general plan for enhancement of wildlife habitats in consultation with Grantee and Idaho Department of Fish and

Game or other recognized wildlife experts pursuant to the procedures described in Paragraph 6 below. Once Grantor and Grantee agree to the terms of the enhancement plan, actions taken to implement this plan will not then require subsequent consultation with wildlife agencies or Grantee, except that Grantee shall have the right to ensure that Grantor's implementation of the plan does not impair or harm the Conservation Values protected by the Conservation Easement.

3.7 Native Species. To reintroduce, plant, and maintain native plant and wildlife species, meaning those species whose natural distributions include the Upper Snake River Watershed, which have been reduced or extirpated from their former range and whose reintroduction protects, preserves, or enhances the natural, scenic, and wildlife habitat values of the Property.

3.8 Studies. To conduct studies on resident and migratory wildlife species, including studies which involve capturing and marking of individual animals, provided that any such study is to be conducted by competent wildlife researchers with all necessary permits as required by law to conduct such studies and with prior notification and approval of Grantee, pursuant to Paragraph 6 below.

3.9 Removal of Vegetation. To remove vegetation from the Property, but only if such removal is compatible with the purposes of this Conservation Easement and consistent with this Paragraph 3.9.

3.9.1 Unless expressly permitted in Paragraph 3, including without limitation Agricultural Uses, or by the prior written consent of Grantee pursuant to Paragraph 6 below, actions that are incompatible with the purposes of this Conservation Easement and that are therefore prohibited include, but are not limited to, major land-altering activities, such as clear-cutting of native vegetation; wide-scale removal of vegetation or soil; grading; and similar activities.

Pond dredging activities as documented within the Baseline Report, or by the prior written consent of Grantee pursuant to Paragraph 6 below, are permitted provided that spoil material is either scattered on upland sites or removed from the Property. The intent of this term is to prevent piling of spoil material on the Property.

3.9.2 The removal of individual trees which present a hazard to persons or property, the removal of trees in connection with the upkeep, maintenance and repair of fences, and uses and structures permitted in Paragraph 3, any of which may be performed without prior notice and approval as described in Paragraph 6 of this Conservation Easement. Because of their value for wildlife, the taking of standing dead trees and snags is prohibited unless such taking is necessary to control forest disease or

infestation or to protect persons or property from falling trees or other hazards. All timber removed by Grantor pursuant to this Paragraph 3.9 must be for the Grantor's personal use, and such timber removal must protect and minimize impacts on the Conservation Values identified and protected by the Conservation Easement.

3.10 Recreational Use. To use the Property for walking, hiking, camping, horseback riding, skiing, hunting and other non-motorized recreational uses; provided such recreational activities are conducted at levels that remain consistent with the protection and maintenance of the Conservation Values and that all such activities remain in compliance with applicable governmental regulations in regard to taking of wildlife. Hunting blinds are expressly permitted. Limited motorized recreational uses are permitted pursuant to Paragraph 3.14.

3.11 Non-native Species. To introduce and maintain non-native vegetation and animal species on the Property and thereby to protect, preserve and enhance the wildlife habitat values of the Property, but only with the prior written consent of Grantee pursuant to Paragraph 6 below, which consent may be refused, revoked or limited if Grantee determines that the Conservation Values would be harmed by such introductions.

3.12 Water Rights. Grantor expressly retains all existing and future rights, title and interest in and to all tributary and non-tributary water, water rights, and related interests, in, on, under or appurtenant to the Property.

3.13 Vehicle Use. To use off-road vehicles expressly for Agricultural Uses, property management, and maintenance of Property fences.

3.14 Off-road vehicle use is permitted for limited recreational activities provided such use shall not degrade the wildlife habitat, vegetation communities, streambanks, pond banks, water quality, or other resources and habitat protected by this Conservation Easement from the conditions documented in the Baseline Report. If Grantee determines that motorized recreational use has caused deterioration of the condition of wildlife habitat, vegetation communities, stream banks, water quality, or other resources and habitat protected by the Conservation Easement from the condition documented in the Baseline Report, Grantee will give notice of this deterioration to Grantor as a violation or potential violation of the easement, consistent with the provisions of Paragraph 6. Upon Grantor's receipt of such notice, Grantor must develop for review and approval by Grantee, within the time set forth by Paragraph 6 of this Conservation Easement, a recovery plan which promotes recovery of the Property's conditions to the state documented in the Baseline Report. If Grantee approves the recovery plan proposed by Grantor, Grantor must implement the plan. Grantee will periodically review the plan and Grantor's implementation of the plan for compliance. If recovery is not achieved as set forth in the recovery plan, Grantee may prohibit any further recreational vehicle use.

3.15 Roadways. To construct, maintain and repair existing unpaved roadways for permitted uses on the Property, provided that Grantor provide Grantee with prior written notice

and obtain Grantee's approval pursuant to Paragraph 6 before any construction of new unpaved roadways.

3.16 Health and Safety. To undertake other activities necessary to protect human health or safety from immediate or urgent threats, provided that any such activity shall be conducted so that impacts on the Conservation Values are minimized to the greatest extent reasonably practicable.

3.17 Public Access. Grantor may grant or deny public access in Grantor's sole discretion, except as set forth within Paragraphs 2.2 and 2.3 of the Conservation Easement. Grantor reserves the right, but not the obligation, to post the Property for "No Hunting" and "No Trespassing."

3.18 Utilities Permitted. Grantor reserves the right to install utility structures, lines, conduits, cables, wires, septic systems or pipelines (hereafter "utilities" and "utility services") under or beneath the Property to subsequently constructed improvements that are expressly permitted on the Property by the Conservation Easement. "Utilities" may be installed above ground, with prior written approval from Grantee, provided underground installation is not feasible. Grantor reserves the right to place ground utility boxes on or above the surface of the Property. With the prior approval of Grantee pursuant to Paragraph 6, Grantor may also permit the expansion of existing utility services, including the construction of new electrical utility distribution lines (but not electrical transmission lines which are prohibited by Paragraph 4.16), and may grant associated right-of-way easements, if Grantor's exercise of these reserved rights does not impair the Conservation Values protected by the Conservation Easement. Grantee's prior approval of new or upgraded utility services and right-of-way easements will require submission by Grantor to Grantee of a construction and installation plan. Grantor shall contact Grantee prior to the preparation of the construction and installation plan to obtain the required information to be included in any such plan that Grantee deems relevant to its ability to protect the Conservation Values in perpetuity. Grantor and Grantee will mutually determine the completeness of the utility construction and installation plan and its adherence to the general and specific intentions of the Conservation Easement prior to Grantee's approval of such plan. Any new and expanded utility services and associated right-of-way easements must be memorialized in a written agreement that is recorded in the public records of Fremont County, signed by Grantor, Grantee, and the utility service provider prior to construction.

3.19 Renewable energy. To install, maintain, repair, and replace renewable energy generation equipment such as photovoltaic panels and solar water heaters for pumping water for livestock use, provided that all such equipment shall be located so as to minimize impact on the Conservation Values. Geothermal energy systems proposed by Grantor are subject to Grantee's prior approval under Paragraph 6 hereof.

3.20 Commercial Uses. Subject to all other terms of the Conservation Easement, certain commercial uses are allowed including (i) continuation of the permitted Agricultural Uses

livestock uses as set forth in Paragraphs 3.2 and 3.3; and (ii) such other commercial activities that are conducted in a manner consistent with Section 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto, which are consistent with the Conservation Purposes, and do not materially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following commercial uses are allowed, subject to all other terms of the Conservation Easement: (a) Processing or sale of ranch or farm products raised on the Property, provided that there shall be no commercial slaughtering and/or processing of animals and no processing of other products that may involve expansion of roads, or utilities; and (b) farm machinery repair and livestock veterinary services performed on the Property, provided that such enterprises do not involve expansion of roads or utilities or have negative impact on Conservation Values.

3.21 Water Rights. Grantor expressly retains all existing and future rights, title and interest in and to all tributary and non-tributary water, water rights and related interests in, on, under or pertinent to the Property.

3.22 Other Uses. To make any other use of the Property that is consistent with the Conservation Purposes, provided that Grantor shall obtain the written approval of Grantee pursuant to Paragraph 6 prior to undertaking such uses, which approval shall not be unreasonably withheld. Uses reserved pursuant to this Paragraph 3.22 shall not be deemed "expressly reserved" for any other purpose of the Conservation Easement.

4. Prohibited Uses and Practices. Any activity on or use of the Property that is inconsistent with the purposes or terms of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

4.1 Division, subdivision or de facto subdivision through sales, leases or otherwise. Specifically prohibited are any subdivision, short subdivision into remainder tracts, platting, binding site plan, testamentary division, and other process by which the Property is divided into lots or in which legal or equitable title to different portions of the Property are held by different owners. Grantor shall also not indirectly subdivide all or any part of the Property through the allocation of property rights among partners, shareholders, or members of an entity, the creation of a horizontal property regime, leasing, partitioning among tenants-in-common, judicial partition, interval or time-share ownership arrangements, or any other means.

4.1.1 Agricultural leases of the Property are permitted as long as such leases are made subject to the terms and conditions of this Conservation Easement.

4.2 Construction or placement of any buildings, dwelling units, camping accommodations, temporary living quarters of any sort, mobile homes, antennas, cell phone towers, windmills, water towers, utility poles or towers, signs, billboards or other advertising materials, or other structures, except that vehicular campers owned by Grantor or Grantor's

guests, employees, or ranchland lessees may be parked on the Property on a temporary basis for temporary camping accommodations or to manage cattle.

4.3 Drilling, filling, excavating, dredging, mining or removal of topsoil, sand, gravel, rock, minerals, hydrocarbons, or other materials on or below the surface of the Property, or any similar changes to the topography of the Property except as permitted in Paragraph 3. Disturbance of the surface of the Property by any surface-mining method is expressly prohibited, unless such disturbance is undertaken in conjunction with excavations associated with permitted wetland and wildlife habitat restoration and improvements.

4.4 Disposing, dumping, storing or releasing of hazardous or toxic substances, including any Hazardous Materials as defined in Paragraph 16.3.3 below, ashes, trash, garbage, unregistered vehicles, abandoned equipment, parts thereof, junk or other offensive materials, except for the composting of nonhazardous biodegradable wastes generated by permitted Agricultural Uses of the Property and except for the storage of fuel, lubricants, pesticides and similar chemicals for agricultural or personal use on the Property.

4.5 Manipulation or alteration of natural watercourses, except as necessary for uses permitted by Paragraph 3 above.

4.6 Manipulation or alteration of native vegetation except as is permitted by Paragraph 3 above. The parties hereto understand that cultivation of the property to produce crops is not a permitted use of the property.

4.7 Outdoor burning of any materials except where and when the burning conforms with applicable governmental controls and regulations; and except for prescribed burns where the burning is also beneficial to vegetation and/or wildlife.

4.8 Off-road use of vehicles, except as permitted by Paragraph 3 above.

4.9 Establishment or maintenance of any commercial feedlot or game farm. Game ranching of confined, native and non-native wildlife shall not be permitted. Domestic cervidae farming, including elk and deer farming, as defined in Title 25, IDAPA 02.04.03.365, Idaho Code, is expressly prohibited.

4.11 Construction of any road, except as may be permitted by Paragraph 3 above.

4.12 Any industrial use.

4.13 Dude ranching, guest ranches, or bed and breakfast establishments.

4.14 Intentional harassment of wildlife by any person or domestic animal.

4.15 Use of the Property for commercial uses, except for uses permitted by Paragraph 3 above.

4.16 The granting of rights-of-way or easements for utilities, roadways, or other purposes that are inconsistent with the purposes and terms of this Conservation Easement, and the installation of utility structures, lines, conduits, cables, wires or pipelines upon, over, under, within or beneath the Property, except in connection with the construction of permitted structures, but only as provided in Paragraph 3 of this Conservation Easement. Subject to the provisions of Paragraph 10.3, easements and rights-of-way may be granted by mutual agreement of Grantor and Grantee in cases where eminent domain statutes apply and clear public necessity has been demonstrated to the parties, provided Grantee receives compensation for its interest in the Conservation Easement as provided in Paragraph 10.2. In the event that utilities are permitted on or across the Property, said utilities must be buried, except as permitted in Paragraph 3.18, and the site restored to native or pre-existing conditions.

The granting of utility transmission line easements and utility transmission corridor rights-of-way is expressly prohibited. Such right-of-way easements may only be granted by mutual agreement of Grantee and Grantor only in cases where eminent domain statutes apply and clear public necessity has been demonstrated to Grantee and Grantor, pursuant to the standards set forth in Idaho Code, Section 7-701 *et. seq.*, and other applicable laws pertaining to condemnation of real property interests for public uses.

4.17 Any other use that is inconsistent with the terms and purposes of the Conservation Easement.

5. Documentation of Use and Condition of Property--Baseline Report. In order to establish the condition of the Conservation Values at the time of the grant of the Conservation Easement, so as to be able to monitor properly future uses of the Property and assure compliance with the terms hereof, an inventory of the Property's relevant natural resources, man-made features and conditions has been compiled into a Baseline Report. Grantor and Grantee have signed a written acknowledgment, attached hereto as Exhibit C, that the Baseline Report accurately represents the condition of the Property at the time of conveyance of the Conservation Easement, as required by Treasury Regulation Section 1.170A-14(g)(5)(i). A copy of this acknowledgement will be attached to and kept with the Baseline Documentation Report. If a dispute arises with respect to the nature and/or extent of the historical and/or present use of the Property or the physical condition of the Property as of the date of the execution of the Conservation Easement, the parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the dispute. Any characterization of the terms of the Conservation Easement contained in the Baseline Report shall not be interpreted so as to alter, amend, or otherwise modify the Conservation Easement. In any conflict or inconsistency between the terms of the Conservation Easement and the Baseline Report, the terms of the Conservation Easement shall prevail. The original Baseline Report is, and shall remain, on file with Grantee.

6. Notice and Approval.

6.1 Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraphs 3 and 4, is to afford Grantee an adequate opportunity to review and monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the purposes and terms of the Conservation Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall inform Grantee of all aspects of the proposed activity, including, but not limited to, the nature, location, magnitude, schedule, impacts, benefits and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes and terms of the Conservation Easement.

6.1.1 Except as may be otherwise expressly provided for herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing served by certified United States mail or by Federal Express or by other reputable "overnight" service that maintains delivery records, provided that the sender requests next-business-day delivery and addressed as follows:

To Grantor: Baum Hossner Pond Properties LLC
1408 N 3600 E
Ashton, Idaho 83420

With copy to: Jared M. Baum, Manager
3210 E 1300 N
Ashton, Idaho, 83420

To Grantee: Teton Regional Land Trust, Inc.
P.O. Box 247
1520 South 500 West
Driggs, Idaho 83422

Or to such other address as either party from time to time shall designate by written notice to the other. Except as may be otherwise expressly provided herein, (a) if such notice is delivered in person, it shall be deemed given immediately upon delivery or refusal of delivery or receipt; (b) if such notice is sent by certified mail, it shall be deemed given on the earlier of the date of delivery reflected on the return receipt, or the date of first attempted delivery or the third day after being deposited in the mail, and (c) if such notice is sent by Federal Express or other reputable "overnight" service, it shall be deemed given

Baum Hossner Pond Properties, LLC PacifiCorp Conservation Easement

on the earlier of the date of delivery reflected on the delivery records, or the next business day after being deposited with the delivery service. Where notice to Grantor of entry upon the Property by Grantee is required under the Conservation Easement, Grantee may notify any of the persons constituting Grantor or any appropriate agent of Grantor by telephone, mail, e-mail, or in person prior to such entry.

6.2 Grantee's Approval. Where Grantee's approval is required by this Conservation Easement, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld upon a determination by Grantee that the action as proposed would be inconsistent with the purposes or terms of the Conservation Easement. Once a request for approval has been modified to the satisfaction of Grantee, or if Grantee otherwise concurs with the matters set forth in Grantor's request, the proposed activity may thereafter be conducted in the manner approved by Grantee. A proposed activity, use, or enterprise may be commenced or conducted only after Grantor has received Grantee's express written approval, and only in the manner requested by the Grantor and approved by Grantee.

6.3 Rejection or Refusal. Rejection or other refusal to accept notices, or objections, or approvals by any party hereto shall be deemed receipt thereof.

7. Grantee's Remedies.

7.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the Conservation Easement by any Grantor Responsible Person has occurred, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity that is inconsistent with the terms or purposes of the Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a written plan reasonably approved by Grantee. For purposes of this Conservation Easement, "Grantor Responsible Person" shall mean each of Grantor and each of Grantor's members, managers, employees, agents, licensees, lessees, permittees, invitees and guests.

7.2 Injunctive Relief. If Grantor (a) fails to cure a violation by any Grantor Responsible Person within thirty (30) days after receipt of notice thereof from Grantee, or (b) under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty- (30) day period (or, within 30 days of Grantor's receipt of notice from Grantee, fails to agree with Grantee in writing on a date by which efforts to cure such violation will reasonably begin), or (c) fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Unless

otherwise required by law, no bond or other security is required of Grantee in seeking an injunction.

7.3 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances (other than any of the uses permitted by Paragraph 3) require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies herein without prior notice to Grantor or without waiting for the period provided for cure in Paragraph 7.2 to expire.

7.4 Scope of Relief. Grantee's rights herein apply equally in the event of either actual or threatened violations of the Conservation Easement by any Grantor Responsible Person. Grantor agrees that Grantee's remedies at law for any violation of the Conservation Easement by any Grantor Responsible Person are inadequate and that Grantee shall be entitled to injunctive relief described in Paragraphs 7.2 and 7.3, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of other legal remedies. If injunctive relief is inadequate to restore the Conservation Values as a result of a violation and to compensate Grantee and the public for the loss and damage to Grantee's rights, Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement by any Grantor Responsible Person or injury by any Grantor Responsible Person to any Conservation Value protected by this Conservation Easement including, without limitation, damages for the loss of scenic, aesthetic, or natural resource values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, shall apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's remedies described herein shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Nothing herein shall restrict Grantor from seeking relief at law or in equity from any Grantor Responsible Person or other person or entity that causes damage or injury to the Property.

7.5 Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of the Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees in a judicial enforcement action, and any costs of restoration necessitated by Grantor's violation of the terms of the Conservation Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of the Conservation Easement, Grantor's reasonable costs of suit, including reasonable attorneys' fees, shall be borne by Grantee.

7.6 Forbearance. Forbearance by Grantee to exercise its rights under the Conservation Easement in the event of any breach of any term of the Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of the Conservation Easement or of any of Grantee's rights under the Conservation Easement. No delay or omission by Grantee in the

exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.7 Waiver of Certain Defenses. Grantor hereby expressly waives any defense of laches, estoppel, or prescription.

7.8 Acts Beyond Grantor's Control. Nothing contained in the Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or damage to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, unauthorized use of the Property by trespass, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury or damage to the Property or to any person resulting from such causes.

7.9 Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the terms or purposes of the Conservation Easement, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request in writing to the other that the matter be mediated. Within fifteen (15) days of the receipt of such a request, the two parties may jointly appoint a single independent third-party mediator to hear the matter. Each party shall pay an equal share of the mediator's fee. In referring any matter arising under the Conservation Easement to mediation, Grantor and Grantee agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation and is therefore often preferable to litigation. Nevertheless, mediation pursuant to this Paragraph 7.9 shall be voluntary, and this mediation provision shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies available under this Paragraph 7.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

8.1 Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate general liability insurance coverage as determined from time-to-time by Grantor. Grantor remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by the Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, or local laws, regulations, and requirements. The foregoing notwithstanding, Grantor shall not be liable or responsible for any damage to the Property or injury or death to any person caused by Grantee, its agents or representatives.

8.2 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), and shall furnish Grantee with sufficient evidence of payment upon request.

8.3 **Subordination.** No provision of the Conservation Easement is to be construed as impairing the ability of Grantor to use the Property as collateral for any loan, provided that any mortgage or lien secured by the Property shall be subordinate to the terms of this Conservation Easement.

8.4 **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

- 8.4.1 Grantor has clear title to the Property; Grantor has the right to convey the Conservation Easement; and, except as shown in Title Insurance Commitment 271285-2, the Property is free and clear of any encumbrances, except those encumbrances expressly permitted by Grantee.
- 8.4.2 Any and all financial liens or financial encumbrances existing as of the date of this Conservation Easement have been subordinated to the terms of this Conservation Easement in the Subordination Agreement forms attached hereto as Exhibit D.
- 8.4.3 Any handling, transportation, storage, treatment or use of Hazardous Materials (as defined in Paragraph 16.3.3 below), that has occurred on the Property prior to the date of the Conservation Easement has been in compliance with all applicable federal, state, and local laws, regulations, and requirements. No deposit, disposal, or other release of any Hazardous Material has occurred on or from the Property, in violation of applicable law;
- 8.4.4 There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with the applicable federal, state, and local laws, regulations, and requirements;
- 8.4.5 Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- 8.4.6 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- 8.4.7 No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failing to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor

might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

8.5 **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any Hazardous Materials (as defined in Paragraph 16.3.3. below) caused by any Grantor Responsible Person, Grantor agrees to take all steps necessary to assure its containment and remediation in accordance with applicable law. Grantee shall have the same obligation with respect to any release caused by Grantee or its agents or representatives. Nothing herein shall restrict Grantor from seeking relief at law or in equity from any Grantor Responsible Person or other person or entity relating to any release of Hazardous Materials caused thereby.

8.6 **Control.** Nothing in the Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "owner" or "operator" with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"), Idaho Hazardous Substance Emergency Response Act, Idaho Code § 39-701 *et seq.* and other applicable laws of the State of Idaho.

9. **Hold Harmless.** Grantor and Grantee acknowledge and agree that Grantor retains primary ownership of the Property and therefore Grantor controls day-to-day activities on, and access to, the Property, except for Grantee's limited rights to monitor the condition of the Conservation Values and to enforce the terms of the Conservation Easement. Except as specifically provided in Paragraph 9.2, Grantor therefore agrees that general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's continued ownership, use, and control of the Property shall remain with Grantor as a normal and customary incident of the right of Property ownership.

9.1 **Grantor's Obligation to Indemnify.** Grantor agrees to hold harmless and indemnify Grantee from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, Grantee's reasonable attorneys' fees and costs of defense and appeal, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property caused by any Grantor Responsible Person; (ii) the obligations specified in Paragraphs 8.1 and 8.2; and (iii) the obligations arising from past, present or future presence of any Hazardous Materials on the Property caused by any Grantor Responsible Person, and any obligation associated with the generation, discharge, transport, containment, or cleanup of any such Hazardous Materials as defined by Paragraph 16.3.2 below caused by any Grantor Responsible Person.

9.2 Grantee's Obligation to Indemnify. Grantee shall hold harmless and indemnify Grantor from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including reasonable attorneys' fees and costs of defense, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property caused by Grantee or any of its agents or representatives, provided such acts or omissions are related to or associated with the duties and obligations of Grantee under the terms of this Conservation Easement.

10. Extinguishment of Conservation Easement.

10.1 Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible or impractical to accomplish, this Conservation Easement can be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to termination or extinguishment, shall be the stipulated fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with this Paragraph 10.

10.2 Valuation. This Conservation Easement constitutes a real property interest immediately vested in Grantee upon the execution of this Conservation Easement, which, for the purposes herein, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this Conservation Easement attributable to improvements) by (2) a fraction, the numerator of which is the value of this Conservation Easement at the time of this conveyance and the denominator of which is the value of the Property, without deduction for the value of this Conservation Easement, at the time of the conveyance of this Conservation Easement. The values at the time of this Conservation Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Conservation Easement, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes herein, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

10.3 Condemnation. If all or any part of the Property is taken for a public purpose by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 10.2. Grantee shall have the right to appear as a party in any eminent domain proceeding concerning the Property.

10.4 **Application of Proceeds.** Grantee shall use all or any proceeds received under the circumstances described herein in a manner consistent with the conservation purposes of this Conservation Easement.

11. **Amendment.** If circumstances arise under which an amendment to or modification of the Conservation Easement would be appropriate, Grantor and Grantee may jointly amend the Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of the Conservation Easement or the status of Grantee under applicable laws, including Idaho Code § 55-2101 et seq., and Section 170(h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purposes of the Conservation Easement, and shall not affect its perpetual duration, and either must enhance or have no effect on the Conservation Values which are protected by the Conservation Easement. No amendment may confer prohibited private benefit or inurement on Grantor or other third parties. Any such amendment must be executed by Grantor and Grantee and shall be recorded in the official records of Fremont County, Idaho.

12. **Assignment.** The Conservation Easement is transferable, but Grantee may assign its rights and obligations under the Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) and qualified to hold conservation easements under Idaho Code § 55-2101. As a condition of such transfer, Grantee shall require that the conservation purposes of the Conservation Easement must be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment, if feasible. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of the Conservation Easement or limit its enforceability in any way.

12.1 If Grantee shall cease to exist or be qualified to hold conservation easements under Idaho Code § 55-2101, Grantee shall as soon as practicable convey in perpetuity all its rights under the Conservation Easement to another appropriate conservation entity that is a qualified holder of conservation easements under Idaho Code § 55-2101 and take all other appropriate measures to ensure that the Conservation Easement is enforced.

12.2 Notice is hereby given that the Conservation Easement was acquired with funds provided by PacifiCorp, as defined in Paragraph 16.3.2. below, with the purpose and intent of protecting in perpetuity the wetland Conservation Values of the Property. Grantee hereby acknowledges the existing Wetland Lease Agreements and Preservation Agreements currently held by and originally put in place by PacifiCorp for the purpose of meeting PacifiCorp's obligations as required by the Federal Energy Regulatory Commission (FERC). Furthermore, Grantee acknowledges that said Wetland Lease Agreements are scheduled to expire on December 31, 2017, and furthermore recognizes PacifiCorp's desire to see that the wetland Conservation Values of the Property are protected in perpetuity. Grantee hereby confirms its obligation to notify PacifiCorp prior to the conveyance or encumbrance of any interest therein.

This obligation runs with the Property and applies to the Grantee and its successors in title to the Conservation Easement in perpetuity.

13. **Conservation Easement Granted in Perpetuity.** The Conservation Easement herein granted shall be a burden upon and shall run with title to the Property in perpetuity and shall bind Grantor and Grantor's heirs, successors and assigns in perpetuity.

14. **Subsequent Transfers.** Grantor agrees to incorporate the terms of the Conservation Easement by specific reference in a separate paragraph, along with the recording date of the Conservation Easement, in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice by certified mail to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Conservation Easement or limit its enforceability in any way.

15. **Recording.** Grantee shall record this instrument in timely fashion in the official records of Fremont County, Idaho, and may re-record at any time as may be required to preserve its rights in this Conservation Easement.

16. **General Provisions.**

16.1 **Controlling Law.** The laws of the State of Idaho shall govern the interpretation and performance of the Conservation Easement.

16.2 **Liberal Construction.** Grantor and Grantee agree that any ambiguities regarding the terms and conditions of the Conservation Easement shall be resolved in a manner consistent with the protection and preservation of the Conservation Values and the purposes of the Conservation Easement and the policy and purpose of Idaho Code §55-2101 et seq. The parties acknowledge that each party and its counsel have reviewed and revised the Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of the Conservation Easement.

16.3 **Definitions.**

16.3.1. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in place thereof, shall mean and include, respectively, Grantor and its successors and assigns and Grantee and its successors and assigns.

16.3.2. "PacifiCorp" shall mean PacifiCorp, an Oregon Corporation, which currently owns and operates the Ashton Hydroelectric Project, Federal Energy Regulatory Commission Project No. 2381, and its successors and assigns.

Baum Hossner Pond Properties, LLC PacifiCorp Conservation Easement

PacifiCorp's address for the purpose of this Conservation Easement is 1407 W. North Temple, Suite 110, Salt Lake City, UT 84116.

16.3.3. The term "**Hazardous Materials**" includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an "**Environmental Law**"), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to CERCLA, as defined above; the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Idaho state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

16.4 Severability. If any provision of the Conservation Easement, or application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of the Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

16.5 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 11 above.

16.6 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

16.7 Joint Obligation. The obligations imposed by the Conservation Easement upon Grantor shall be joint and several.

16.8 Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and

their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

16.9 Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

16.10 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.

16.11 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[SIGNATURES ON FOLLOWING PAGES]

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has set its hand on the day and year first above written.

GRANTOR:

BAUM HOSSNER POND PROPERTIES LLC,
an Idaho limited liability company

By: Rex C. Baum
Rex C. Baum, Manager

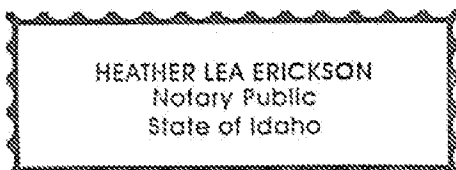
By: Jared M. Baum
Jared M. Baum, Manager

STATE OF IDAHO)
COUNTY OF Madison) ss

On this 18th day of December, in the year 2015, before me, Heather Le Erickson, a Notary Public in and for said State, personally appeared Rex C. Baum and Jared M. Baum, known or identified to me (or proved to me on the oath of), to be managers of the limited liability company that executed the instrument or the persons who executed the instrument on behalf of such limited liability company, and acknowledged to me that such limited liability company executed the same

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

S
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A handwritten signature in ink, appearing to read "Heather Erickson", written over a horizontal line.

Notary Public for Idaho

Residing at:

My Commission Expires:

Residing in
Idaho Falls, ID
Commission Expires
6-11-2019

Baum Hossner Pond Properties, LLC PacifiCorp Conservation Easement

IN WITNESS WHEREOF, the Grantee has set its hands on the day and year first above written.

GRANTEE:

By: Joselin Matkins
Joselin Matkins, Executive Director
Teton Regional Land Trust, Inc.
By: Timothy P. Brockish
Tim Brockish, Board Member
Teton Regional Land Trust, Inc.

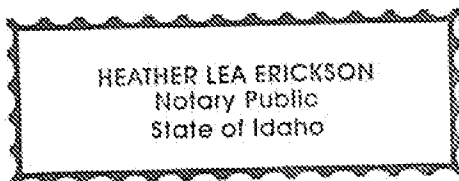
STATE OF IDAHO)

COUNTY OF Madison) ss

On this 18th day of December, 2015, before me, Heather Erickson, a Notary Public in and for said State, personally appeared Joselin Matkins and Tim Brockish known or identified to me (or proved to me on the oath of), to be the Executive Director and Board Member of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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A handwritten signature of Heather Lea Erickson, written in ink over a horizontal line.

Notary Public for Idaho

Residing at:

My Commission Expires: Idaho Falls, ID
Commission Expires
6-11-2019

EXHIBIT A PROPERTY LEGAL DESCRIPTION

Legal description referenced from Survey conducted by ECI (Electrical Consultants Inc., Salt Lake City, Utah. December 1, 2015. Reference number RMP-166).

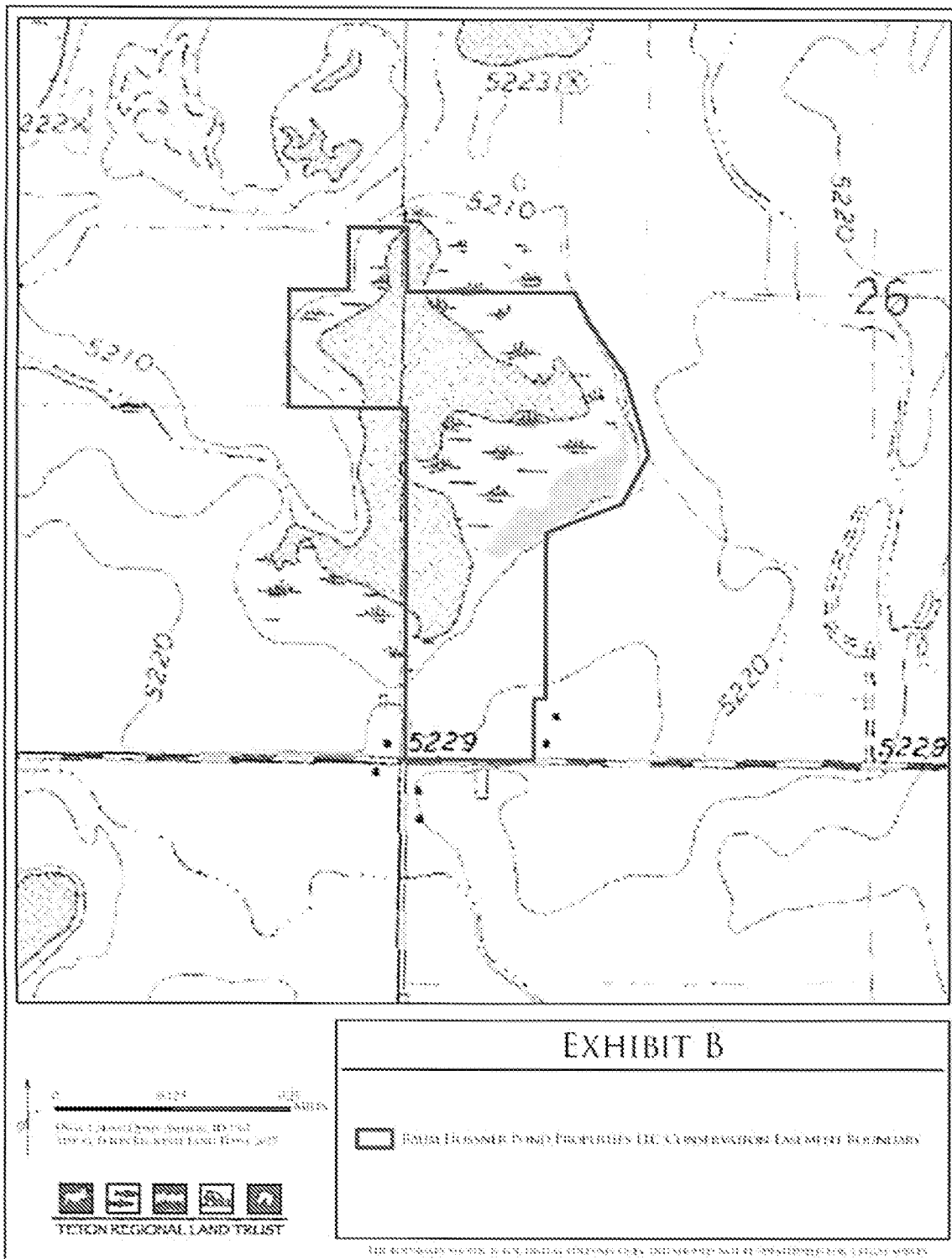
PARCEL 3 (PACIFICORP EASEMENT)

Those portions of the Southwest Quarter of Section 26 and the East Half of Section 27, all in Township 9 North, Range 42 East, Boise Meridian, located in the County of Fremont, State of Idaho, described as follows:

Beginning at the West Quarter corner of said Section 26; thence North 89°44'31" East 956.83 feet along the Section line; thence along an existing fence the following five (5) courses: 1) South 26°41'47" East 187.36 feet; 2) South 35°23'23" East 349.46 feet; 3) South 17°43'19" East 474.69 feet; 4) South 27°58'33" West 309.65 feet; 5) South 68°09'59" West 462.36 feet to the Easterly line of that certain parcel of land owned by Rex and LaDawn Baum (PIDN: RP09N42E26571); thence South 00°39'40" East 936.39 feet along said Easterly line to the Northerly line of that certain parcel of land owned by Linda Kay Bolland (PIDN: RP09N42E266000); thence South 89°46'12" West 64.02 feet along said Northerly line to the Northeast corner of said parcel (PIDN: RP09N42E266000); thence South 00°13'49" East 350.13 feet along the Westerly line of said parcel (PIDN: RP09N42E266000); to the South line of said Section 26; thence South 89°46'11" West 728.27 feet along said South line to the Southwest corner of said Section 26; thence North 0°43'30" West 1976.57 feet along the West line of said Section 26 to the Southeast corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE¼NE¼NE¼SE¼) of said Section 27; thence South 89°52'19" West 663.54 feet along the South line of said Northeast Quarter of the Northeast Quarter of the Southeast Quarter to the Southwest corner of said Northeast Quarter of the Northeast Quarter of the Southeast Quarter; thence North 0°42'03" West 659.02 feet along the West line of said Northeast Quarter of the Northeast Quarter of the Southeast Quarter to the East-West Quarter Section line of said Section 27; thence North 89°53'10" East 331.63 feet along said Quarter Section line to the East line of the West Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (W½SE¼SE¼NE¼) of said Section 27; thence North 00°42'47" West 354.46 feet along said East line to the Northerly line of that certain parcel of land owned by Jared M. and Tonya Baum (PIDN: RP09N42E271650); thence North 89°53'28" East 331.56 feet along the Northerly line of said parcel to the East line of said Section 27; thence South 00°43'30" East 354.43 feet along said Section line to the point of beginning.

CONTAINING IN TOTAL: 72 Acres, more or less.

EXHIBIT B PROPERTY MAP (APPROXIMATE BOUNDARIES ONLY)



Baum Hossner Pond Properties, LLC PacificCorp Conservation Easement

EXHIBIT C BASELINE REPORT

Owner Acknowledgement of Condition

Completion of the following satisfies Section 1.1.70A-14 (g) (5) of the federal tax regulations.

Grantor: Baum Hossner Pond Properties LLC
1408 N 3600 E
Ashton Idaho, 83420
Grantee: Teton Regional Land Trust
PO Box 247
Driggs, ID 83422

Protected Property: Baum Hossner Pond
County: Fremont
State: Idaho

of Acres Protected by Conservation Easement: Approximately 72 acres.

The condition of the Property on the date of the donation is established with the completion of the Baseline Assessment which includes: aerial photographs taken by the Natural Resources Conservation Service (NRCS); digital photographs documenting the property's condition; and descriptions of the Property's natural resources documented through field visits and surveys. In addition, the Property has been inspected by representatives of the Grantee, including Paul Wendland, to confirm the condition of the Property. In compliance with Section 1.170A-14 (g) (5), we hereby confirm that the attached information provides an accurate representation of the Property at the time of the Conservation Easement donation. In order to effectively monitor for perpetual compliance with the purposes of the Conservation Easement, the baseline documentation will be supplemented with additional on-site photographs, additional maps and reports on an ongoing basis.

Grantor: Baum Hossner Pond Properties, LLC

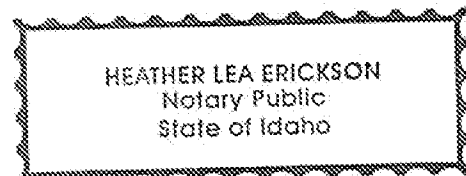
DATE: 12-18-15

BY: [Signature]
Jared M. Baum, Manager

BY: [Signature]
Rex C. Baum, Manager

Sworn to me before this 18th day of December 2015
Notary public for the state of Idaho
My commission expires: 6-11-2019

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Notary Signature: [Signature]
Notary Printed Name: Heather Erickson

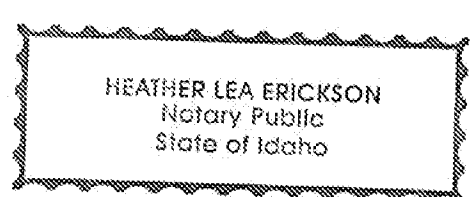
Grantee: Teton Regional Land Trust

BY: [Signature]

DATE: 12-18-15

Sworn to me before this 18th day of December 2015
Notary public for the state of Idaho
My commission expires: 6-11-2019

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Notary Signature: [Signature]
Notary Printed Name: Heather Erickson

Baum Hossner Pond Properties, LLC PacifiCorp Conservation Easement

EXHIBIT D

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is entered into by and among Northwest Farm Credit Services, FLCA, whose principal mailing address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515 ("Mortgagee"); Baum Hossner Pond Properties, LLC, an Idaho limited liability company, having an address at 1408 N 3600 E, Ashton, Idaho 83420 (referred to as "Landowner"); and the Teton Regional Land Trust, Inc., a non-profit Idaho Corporation, with its principal office located at 1520 S 500W, Driggs, Idaho 83422 (referred to as "TRLT").

WHEREAS, Landowner is the owner of that certain real property in Fremont County, Idaho described in **Exhibit A** attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Mortgagee is the holder of an interest in the Property under a certain *Mortgage and Fixture Filing* made by Rex C. Baum aka Rex Baum and LaDawn O. Baum aka LaDawn Baum, certain members of Landowner, dated on or about October 1, 2013, which *Mortgage and Fixture Filing* was recorded as Instrument No. 546072, in the Records of Fremont County, Idaho ("Mortgage"); and

WHEREAS, concurrently with this Exhibit "D", Landowner is conveying a Deed of Conservation Easement over the Property to TRLT, ("referred to as the "Conservation Easement"); and,

WHEREAS, upon Landowner's request, Mortgagee has consented to subordinate its interest in the Mortgage, which gives Mortgagee a lien on the Property to ensure Landowner's compliance with the terms of the Mortgage, which may be foreclosed under mortgage foreclosure law in the Idaho Code. Specifically, Mortgagee agrees to subordinate simultaneously with the grant of the Conservation Easement, the Mortgage and its interest in the Property under the Mortgage to the terms of the Conservation Easement, which Mortgagee has reviewed and approved; and

WHEREAS, the Conservation Easement, which would not otherwise be conveyed by Landowner nor accepted by TRLT, is being conveyed and accepted in reliance on this Subordination Agreement and the simultaneous subordination of the Mortgage and Mortgagee's interest in the Property under the Mortgage to the Conservation Easement.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is represented and agreed as follows:

1. The Mortgage and Mortgagee's interest in the Property under the Mortgage are hereby subordinated and hereafter shall be junior to the Conservation Easement to the extent necessary to permit TRLT to enforce the purposes of the Conservation Easement in perpetuity and to prevent any modification or extinguishment of the Conservation Easement by the exercise of any right of Mortgagee.

2. TRLT shall have the right to obtain preventative, mandatory, and/or injunctive relief for any violation of the Conservation Easement, and thereby to protect and preserve, in perpetuity, the conservation purposes enumerated in the Conservation Easement. The parties further agree that such preventative, mandatory, and/or injunctive relief may require that the Property be restored to the condition existing prior to the time that the violation of the Conservation Easement occurred. TRLT may obtain such relief at any time, whether Landowner, Mortgagee, or others are in possession of the Property. Unless Mortgagee is responsible for violation of the Conservation Easement, however, Mortgagee shall not be held liable for any costs of restoration of the Property which may be associated with preventative, mandatory, and/or injunctive relief obtained by TRLT.
3. A foreclosure of the Mortgage or transfer of the Property subject to the Conservation Easement shall not, in any way, remove or expunge the Conservation Easement, which shall survive such foreclosure or transfer and which shall bind and be enforceable against all future owners, lenders, borrowers, mortgagees, or mortgagors of the Property.
4. Landowner is obligated to make future payments as set forth in the Mortgage and Promissory Note between Mortgagee and Landowner, and this Subordination Agreement does not affect in any way Landowner's payment schedules and obligations.
5. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns.
6. This Agreement shall be recorded as Exhibit "D" with the Conservation Easement in the records of Fremont County, Idaho and shall be deemed to be effective simultaneously with the grant of the Conservation Easement so that at all times the Mortgage and Mortgagee's interest in the Property under the Mortgage shall be subordinate to the Conservation Easement in accordance with the terms of this Agreement.
7. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Agreement, the laws of the State of Idaho shall govern resolution of such dispute.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Entered into this 18th day of December, 2012.

MORTGAGEE:
NORTHWEST FARM CREDIT SERVICES, FLCA

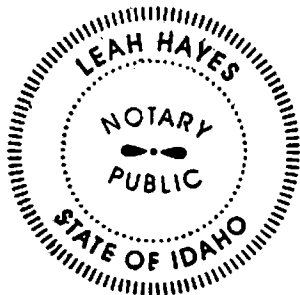
By 
Dustin Orr, Branch Manager


STATE OF IDAHO)
)ss
COUNTY OF Madison)

On this 15 day of December, 2015, before me, Leah Hayes, a Notary Public in and for said State, personally appeared Dustin Orr, known or identified to me to be the Branch Manager of Northwest Farm Credit Services, FLCA the banking corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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Notary Public for the State of Idaho
Residing at: Rexburg, ID
My Commission Expires: 5/4/2021

LANDOWNER:

BAUM HOSSNER POND PROPERTIES, LLC

By: Rex C. Baum
Rex C. Baum, Manager

By: Jared M. Baum
Jared M. Baum, Manager

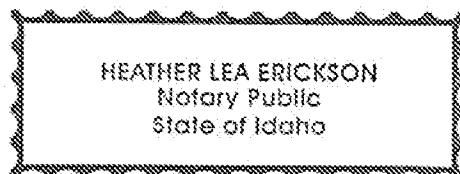
STATE OF IDAHO)

COUNTY OF Madison) ss

On this 18th day of December, 2015 before me, Heather Erickson, a Notary Public in and for said State, personally appeared Rex C. Baum and Jared M. Baum, known or identified to me to be the Managers of the limited liability company that executed the instrument or the persons who executed the instrument on behalf of such limited liability company, and acknowledged to me that such limited liability company executed the same.

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

S
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Heather Erickson
Notary Public for the State of Idaho

Residing at:

My Commission Expires:

Residing in
Idaho Falls, ID
Commission Expires
6-11-2019

THE TETON REGIONAL LAND TRUST:

By

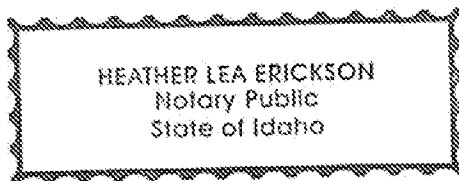
Joselin Matkins
Joselin Matkins, Teton Regional Land Trust,
Inc.

STATE OF Idaho)
COUNTY OF Madison) ss

On this 18th day of December 2015, before me, Heather Lea Erickson, a Notary Public in and for said State, personally appeared Joselin Matkins, known or identified to me to be the Executive Director of Teton Regional Land Trust, Inc., the nonprofit corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

S
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L



Heather Lea Erickson
Notary Public for Idaho

Residing at:

My Commission Expires

Residing in
Idaho Falls, ID

Commission Expires
6-11-2019

EXHIBIT A PROPERTY LEGAL DESCRIPTION

South Half of the Southeast Quarter (S1/2SE1/4); South Half of the North Half of the Southeast Quarter (S1/2N1/2SE1/4), Section 27, Township 9 North, Range 42 East, Boise Meridian, Fremont County, Idaho.

PLEASE RETURN TO:
Rocky Mountain Power
Lisa Louder/CC
1407 WN Temple Suite 110
Salt Lake City, Utah 84116
WO#335332 Ashton Hydro

Microfilm No. **558614**
16 Day June 20 16
At 9:43 O'Clock AM
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 49 Deputy
Recorded at Request of
Rocky Mountain Power

EASEMENT FOR CONSERVATION

This Easement for Conservation (the "Easement") is entered into, by and between the Robert & Janet Jenkins Family Trust with an address of 926 Highland Blvd., Pocatello, ID 83201, and Robert L. Reimann, with an address of 1276 N. Hwy 32, Ashton, ID 83420, both of which jointly are the ("Grantor") and PacifiCorp, an Oregon corporation, with an address of 1407 West North Temple, Suite 110, Salt Lake City, Utah 84116 ("PacifiCorp" or "Grantee").

RECITALS

A. Grantor is the owner of certain real property Tax Lot RP09N42E220001 in Lot 2 and the N1/2 of the NE1/4 Section 22, T. 9N. R. 42E. Boise Meridian, Fremont County, Idaho, (hereinafter the "Property").

B. PacifiCorp is the current owner and operator of the Ashton Hydroelectric Project, including the Ashton Reservoir, Federal Energy Regulatory Commission Project No. 2381 (the "Project").

C. The Property is adjacent to the Ashton Reservoir and includes natural, scenic, and open-space values, wetland and riparian areas, water resources, flora, fauna, and habitat for various species of wildlife (hereinafter "Conservation Values") that are worthy of protection.

E. Grantor and Grantee desire and intend that the Conservation Values of a certain portion of the Property consisting of approximately 4.05 acres, more or less (the "Easement Area") be preserved and maintained by the conveyance of this Easement by continuation of land uses that will not impair those Conservation Values. The Property and Easement Area are shown on Exhibit A, attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, this Easement over the Easement Area of the nature and character and to the extent hereinafter set forth.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and subject to the conditions set forth below, Grantor and Grantee agree as follows:

1. Conveyance. Grantor hereby grants to Grantee this Conservation Easement, over, on and through the Easement Area, which Easement is perpetual and shall run with the land for the benefit of the Project under the terms and conditions set forth herein.

2. Abandonment. If the Project is removed and the waters of the Ashton Reservoir return to their natural riverine state for a period of two (2) consecutive years, this Easement will automatically extinguish.

IDFT-5003
Jenkins/Reimann
February 5, 2016
CC

3. Purpose and Use. The purposes of this Easement are: (i) to preserve the Conservation Values, and other significant conservation interests (to the extent that it is not necessary to impair such other interests in order to protect the Conservation Values), and (ii) to restrict the use of the Easement Area to those uses that are consistent with such values and interests. The parties' use of the Easement Area shall be in accordance with Exhibit B attached hereto and incorporated herein. Any activity on or use of the Easement Area that is inconsistent with the terms of this Easement or the Conservation Values of the Easement Area is prohibited.

4. Grantee's Improvements to the Easement Area. Grantee shall make certain improvements to the Easement Area for the purpose of enhancing the Conservation Values, including those set forth in Exhibit B attached hereto and incorporated herein.

5. Access to the Easement Area. Grantee and its agents, employees and contractors shall provide Grantor with at least 72 hours' notice prior to crossing the Property to access the Easement Area. Unless Grantor objects, Grantee and its agents, employees and contractors have the right to enter the Easement Area for the purposes set forth in this Easement and to cross the Property as long as it does not damage the Property or unreasonably interfere with the Grantor's use of the Property at the time of such entry. Grantor shall not unreasonably deny Grantee access to the Property or Easement Area. This Easement does not grant to the public any rights to enter upon the Property, nor does it restrict in any way Grantor's right to develop that part of the Property located outside the Easement Area in any manner, provided such development does not materially impair Grantee's use or enjoyment of the Easement for the purposes set forth herein. If Grantee, its agents, employees or contractors, determines that immediate entry is essential to prevent or mitigate a violation of this Easement, notice shall be provided to Grantor as soon as practicable and shall in any event occur no later than 24 hours after entry to the Easement Area.

6. The Right to Enjoin Violations and to Seek Restoration, Damages, and Costs. Grantee shall have the right to enjoin any activity on, or use of, the Easement Area that violates the terms of this Easement, including the right to proceed against third parties whose actions threaten or damage the Conservation Values, and to enforce the restoration of such areas or features of the Easement Area that may be damaged by any such activity or use, and to seek, and recover, damages and costs, pursuant to this Easement. Grantor shall cooperate with Grantee in any such proceeding; provided, Grantor has no obligation to hire legal counsel or in any way participate financially in such proceeding. Provided, however, that nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for any injury to, or change in, the Easement Area, resulting from causes beyond Grantor's control, including acts of trespassers, the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and tree disease, or from any prudent action necessarily taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any of such causes.

IDFT-5003
Jenkins/Reimann
February 5, 2016
CC

7. Reserved Rights. Grantor reserves to themselves, and to their personal representatives, heirs, successors and assigns, all rights accruing from their ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and are not inconsistent with the terms of this Easement or the Conservation Values of the Easement Area.

8. Remedies. If either party determines that the other party or a third party acting with the other party's consent is in violation of the terms of this Easement, the non-defaulting party shall give written notice to the defaulting party of such violation. In said notice of violation, the non-defaulting party shall demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Property or the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement, the defaulting party shall demand corrective action to restore the portion of the Property or the Easement Area so injured. If the defaulting party: (i) fails to cure the violation within thirty (30) days after receipt of notice thereof from the non-defaulting party; or (ii) under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within thirty (30) days of the date mutually agreed to between the parties, or fails to continue diligently to cure such violation until finally cured, the non-defaulting party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, and to require the restoration of the Property or the Easement Area to the condition that existed prior to any such injury. Any forbearance by Grantor to enforce its rights under this Easement in the event of any breach of any provision of this Easement by Grantee shall not be deemed or construed to be a waiver by Grantor of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantor's rights under this Easement. No delay or omission by Grantor in the exercise of any right or remedy upon any breach by Grantee shall impair such right or remedy or be construed as a waiver.

9. Right to Require Assignment of Trespass Claims. If reasonably requested by Grantee, the Grantor shall assign to the Grantee any cause of action for trespass that may be available to Grantor. Grantor may condition such assignment to provide for the diligent prosecution of any such action by the Grantee and division between the Grantee and Grantor of any recovery, over and above the Grantee's attorney's fees and expenses incurred, resulting from such action.

10. Enforcement of Conservation Values. Enforcement of the terms of this Easement regarding protection of the Conservation Values shall be at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any provision of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

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11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions or threat of emergency to prevent, abate, or mitigate significant injury to the Easement Area or to any person resulting from such causes.

12. Taxes. Grantor shall pay any and all taxes, assessments, fees, and charges levied by competent authority on the Easement Area, except any tax or assessment on this Easement herein granted. Any lawful tax or assessment on this Easement shall be paid by Grantee.

13. Indemnification. Each party shall hold harmless and indemnify and defend the other party and its directors, officers, employees, affiliates, agents, and contractors from any damages, together with reasonable attorneys' fees and expenses incurred by the indemnified party resulting from any and all of the following:

a. Personal injury or property damage that occurs on the Property or the Easement Area due to the negligence of the indemnifying party or its agents or contractors; or

b. Liability, including, but not limited to, liability under CERCLA, and/or similar local, state or federal laws, relating to cleanup of hazardous substances that were released or in any way deposited on the Property or the Easement Area, by the indemnifying party or its agents.

14. Notices. Wherever in this Easement notice is required, such notice must be in writing and transmitted by United States mail, national express carrier (such as UPS or Federal Express) or by personal delivery to the following addresses, or such other address as either party may designate pursuant to this section for that purpose:

To Grantee: PacifiCorp
Attn.: Property Management
1407 West North Temple
Salt Lake City, UT 84116

To Grantor: Address of the owner of the Property on record with the Fremont County Assessor at the time such notice is given

15. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

16. Governing Law. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of Idaho shall govern resolution of such dispute.

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17. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that any amendment must be consistent with the conservation purpose of this Easement, may not affect its duration, and either must enhance, or must have no negative effect on, the Conservation Values which are protected by this Easement.

18. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

19. Recording. This Easement shall be recorded in the public real property records of Fremont, County, Idaho, against the Easement Area.

20. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

21. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Easement Area for the term of the Easement.

22. Fee Title. Except for those rights conveyed to Grantee under this Easement, Grantee releases any past, present, or future claim of rights or ownership in Grantor's Property or this Easement by means of adverse possession or otherwise. Grantee and Grantor agree that Grantee's rights in Grantor's Property is strictly limited to the terms of this Easement.

23. JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties to this Easement Agreement have executed this Easement in duplicate on the last date indicated below.

(Signatures on following page)

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GRANTOR:

Robert and Janet Jenkins Family Trust
Dated January 9, 2007
and Robert L. Reimann

Robert M. Jenkins
Robert M. Jenkins, Co-Trustee
Date: June 3, 2016

Janet L. Jenkins
Janet L. Jenkins, Co-Trustee
Date: June 3, 2016

Robert L. Reimann
Robert L. Reimann
Date: 1 June 2016

PACIFICORP:

PacifiCorp, an Oregon Corporation

Roger B. Rigby
Roger B. Rigby
Director of Real Estate

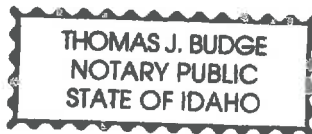
Date: 6-6-16

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 February 5, 2016
 CC

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
 County of Bannock)

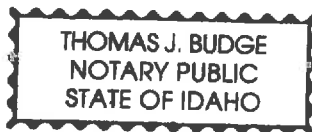
On this 3rd day of June, 2016, personally appeared before me Robert M. Jenkins, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.



Thomas J. Budge
 Notary Public
 Commission Expires 12.21.2018

STATE OF IDAHO)
) ss
 County of Bannock)

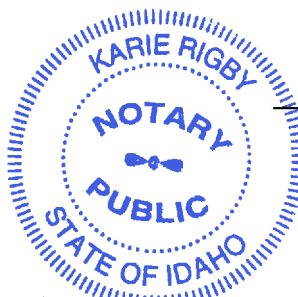
On this 3rd day of June, 2016, personally appeared before me Janet L. Jenkins, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.



Thomas J. Budge
 Notary Public
 Commission Expires 12.21.2018

STATE OF IDAHO)
) ss
 County of Fremont)

On this 1 day of June, 2016, personally appeared before me Robert L. Reimann, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

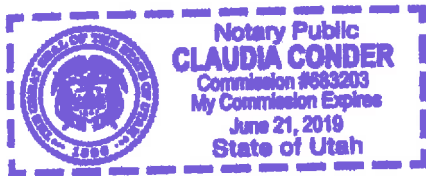


Karie Rigby
 Notary Public
 Commission Expires 1/18/19

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STATE OF UTAH)
) ss
County of SALT LAKE)

On this 6th day of June, 2016, personally appeared before me Roger B. Rigby whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly affirmed, did say that he is the Director of Real Estate of PacifiCorp and that said document was signed by him on behalf of PacifiCorp with the authority to do so and acknowledged to me that PacifiCorp executed the same.



Claudia Conder
Notary Public
Commission Expires JUNE 21, 2019

DESCRIPTION PARCEL 1:

That portion of Government Lot 2 and the Northwest Quarter of the Northeast Quarter of Section 22, Township 9 North, Range 42 East, Boise Meridian, located in the County of Fremont, State of Idaho, and described as follows:

Commencing at the North Quarter Corner of said Section 22; thence South 89°59'27" East 127.37 feet along the section line to the **POINT OF BEGINNING**; thence continuing South 89°59'27" East 23.70 feet along said section line; thence South 24°03'46" West 55.10 feet; thence South 48°54'34" West 119.32 feet; thence South 45°05'13" West 117.89 feet; thence South 35°25'35" West 177.45 feet; thence South 00°49'35" East 62.94 feet; thence South 45°53'25" West 145.92 feet; thence South 33°43'41" West 182.47 feet; thence South 44°44'21" West 189.13 feet; thence South 50°42'54" West 348.55 feet; thence South 49°20'30" West 281.07 feet; thence South 43°14'46" West 156.51 feet to the South line of said Lot 2; thence South 89°53'44" West 93.30 feet along said south line to the Ashton Reservoir Maximum Full Pool Water Line; thence northeasterly approximately 2000 feet along said water line to the **POINT OF BEGINNING**.

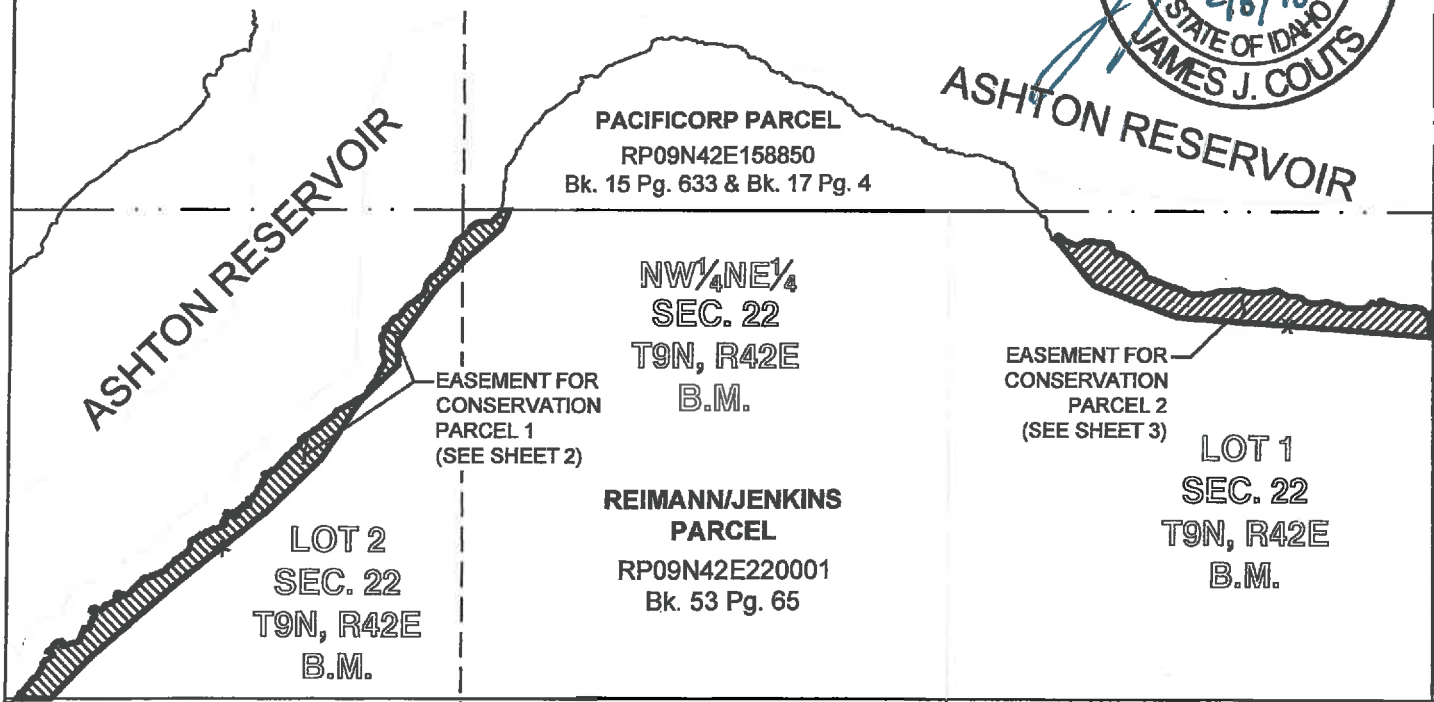
CONTAINING: 2.20 Acres, more or less.

DESCRIPTION PARCEL 2:

That portion of Government Lot 1 of Section 22, Township 9 North, Range 42 East, Boise Meridian, located in the County of Fremont, State of Idaho, and described as follows:

Commencing at the East Quarter Corner of said Section 22; thence North 0°27'26" West 2380.15 feet along the section line to the Ashton Reservoir Maximum Full Pool Water Line and the **POINT OF BEGINNING**; thence South 00°27'26" East 74.95 feet along said section line; thence North 85°48'59" West 597.41 feet; thence North 69°32'27" West 245.97 feet; thence North 40°11'22" West 157.30 feet; thence North 16°12'44" West 12.03 feet to said waterline; thence southeasterly approximately 1200 feet along said water line to the **POINT OF BEGINNING**;

CONTAINING: 1.85 Acres, more or less.



REV. 0 DATE: 2/5/16 DESC: RMP-166

BY AGD CHK SB APP JJC

ECI ELECTRICAL
CONSULTANTS, INC.
SALT LAKE CITY, UTAH
1410 South 600 West Woods Cross, UT 84087 (801) 292-8864

EXHIBIT "A"
EASEMENT FOR CONSERVATION
REIMANN/JENKINS PARCEL
PORTION OF LOT 1, LOT 2, and NW¼NE¼, SEC 22-9N-42E, BM
FREMONT COUNTY, IDAHO

PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

PAGE 1 OF 3

SCALE 1"=500'

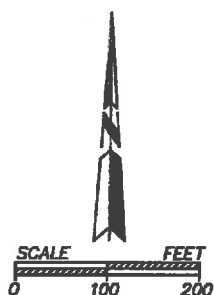
ASHTON RESERVOIR

ORIGINAL RIVER
HIGH WATER LINENE CORNER
S22, T09N, R42E15
22 14
23SW CORNER
LOT 1
S22, T09N, R42EPACIFICORP PARCEL
RP09N42E220002
Bk. 17 Pg. 4RESERVOIR MAX FULL
POOL WATER LINE
MFPWLP.O.B.
PARCEL 2

N 69°32'27" W 245.97'

EASEMENT PARCEL 2

N 85°48'59" W 597.41'

REIMANN/JENKINS
PARCELRP09N42E220001
Bk. 53 Pg. 65LOT 1
SEC. 22
T9N, R42E
B.M.

Line Table		
Line #	Length	Direction
L15	74.95	S00° 27' 26"E
L16	157.30	N40° 11' 22"W
L17	12.03	N16° 12' 44"W

N 00°27'26" W 2380.15' (TIE FROM E 1/4 COR)
N 00°27'26" W 2642.44' (E 1/4 COR TO NE COR)SW CORNER
LOT 1
S22, T09N, R42ESE CORNER
LOT 1
S22, T09N, R42EMARSHALL PARCEL
RP09N42E221801E 1/4 CORNER
S22, T09N, R42E

22 23

REV: 0 DATE: 2/5/16 DESC: RMP-166

BY AGD CHK SB APP JJC

ECI ELECTRICAL
CONSULTANTS, INC.
SALT LAKE CITY, UTAH

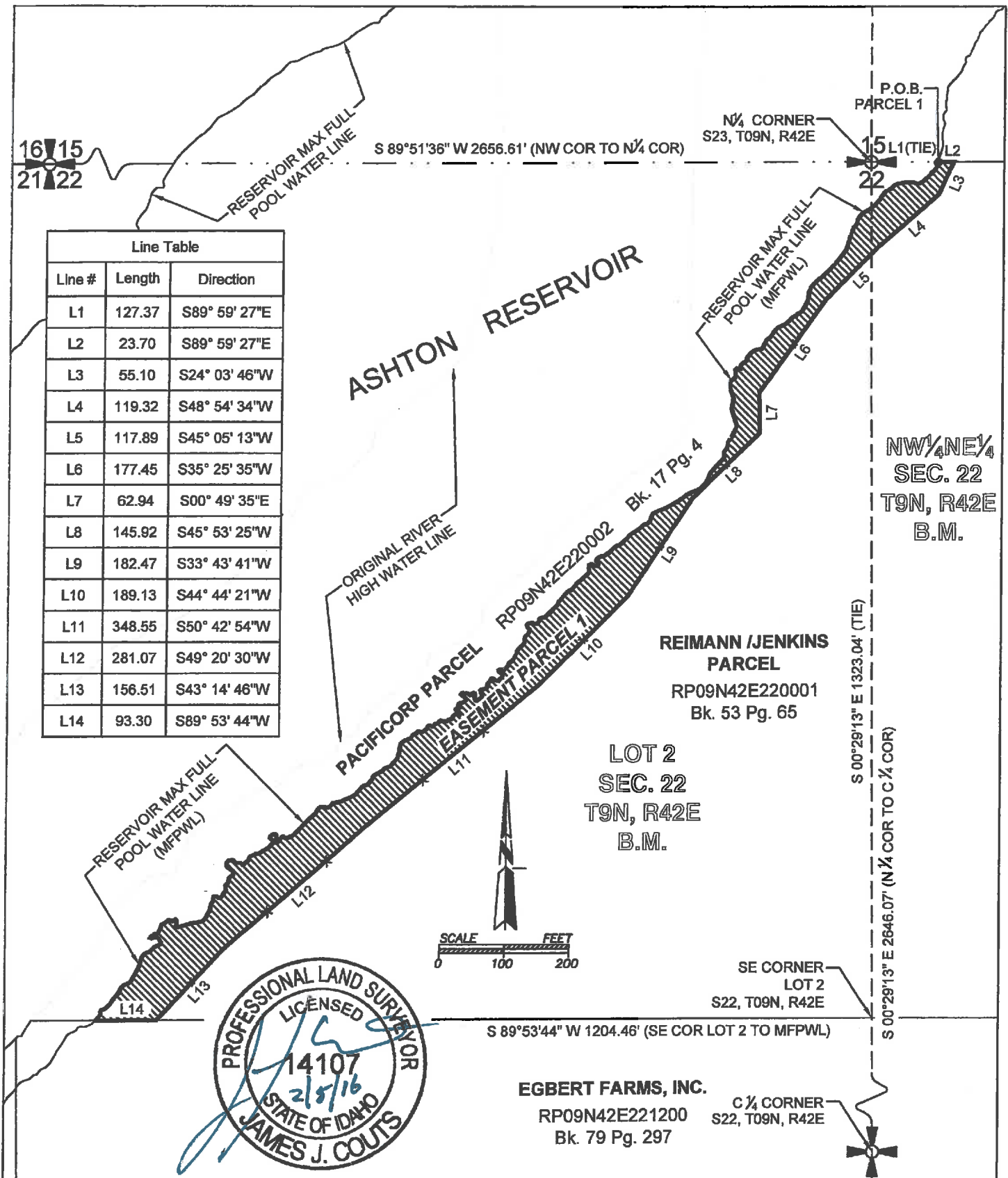
1410 South 900 West Woods Cross, UT 84087 (801) 282-2354

EXHIBIT "A"
EASEMENT FOR CONSERVATION
REIMANN/JENKINS PARCEL
PORTION OF LOT 1, LOT 2, and NW 1/4, NE 1/4, SEC 22-9N-42E, BM
FREMONT COUNTY, IDAHO

PACIFICORP
A SINO AMERICAN ENERGY HOLDINGS COMPANY

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SCALE 1"=200'



REV: 0 DATE: 2/5/16 DESC: RMP-166

BY AGD CHK SB APP JJC

ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH

EXHIBIT "A"
EASEMENT FOR CONSERVATION
REIMANN/JENKINS PARCEL
PORTION OF LOT 1, LOT 2, and NW 1/4 NE 1/4 SEC 22-9N-42E, BM
FREMONT COUNTY, IDAHO

PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

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SCALE 1"=200'

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EXHIBIT A
Legal Description and Drawing of Easement Area

EXHIBIT B
Use of the Easement Area

1. PacifiCorp shall perform noxious weed control annually within the Easement Area.
2. PacifiCorp shall maintain the fence that currently follows the boundary of the Easement Area along the west and east sides of the Easement adjoining the Ashton Reservoir.
3. On the northern property line of the Property, PacifiCorp will relocate the existing fence line to the surveyed property boundary within two (2) years of execution of the Easement.
4. PacifiCorp shall install a lockable walkthrough gate on northern fence line to allow Grantor's non-motorized recreation access to PacifiCorp's adjacent property. Grantor shall lock the gate with Grantor's own lock and keep gate locked at all times.
5. Except at water gaps described in Section 8 below, keeping, grazing or permitting the presence of livestock on the Easement Area is prohibited without the express advance written permission of PacifiCorp. PacifiCorp shall have the right to install, maintain and/or remove grazing exclusion fences, in its discretion, but it will not inhibit the water gaps described in Section 8 below.
6. PacifiCorp shall install three pedestrian walkthroughs in the western fence, one at each of the following locations: north end, mid-point and south end. PacifiCorp shall install two pedestrian walkthroughs in the eastern fence, at locations to be requested and reasonably determined by Grantor.
7. PacifiCorp may, in its discretion, remove exclusion fences and mark the boundary of the Easement Area with posts or other markers. Grantor may request removal of exclusion fences and the use of boundary posts if they can demonstrate a permanent change in land use that would no longer require the use of exclusion fences to protect the conservation values.
8. PacifiCorp shall install and maintain two water gaps across the Easement Area in the western and/or eastern fences to allow access to the reservoir for stock watering and irrigation purposes, at locations and at a size to be reasonably determined by Grantor, but with a maximum width (measured parallel to the shoreline) not to exceed twenty (20) feet.
9. PacifiCorp will allow Grantor to install up to three (3) docks on the shoreline of the western Easement Area, in accordance with PacifiCorp's FERC Hydroelectric Project License for the Ashton Reservoir and the related permitting process, together with the development of access points to these docks that do not exceed ten (10) feet in width. Docks shall conform to all dock standards relating to Ashton Reservoir.

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10. Neither Grantor nor Grantee shall allow, permit, or suffer to be done, any of the following on the Easement Area:

a. Remove vegetation, except to the extent necessary to a) control noxious weeds, b) exercise any water right held by Grantor, c) maintain fences, d) maintain water gaps, and e) install dock(s) that are permitted to be constructed in accordance with the terms hereof.

b. Remove downed wood.

c. Except as expressly provided otherwise herein, construct any improvements (including without limitation any above- or below-ground man-made buildings, structures, facilities, utilities and pipelines, whatsoever.), provided that Grantor may install pipe, pumps, electric service or other facilities to the extent necessary to exercise any water right held by Grantor.

d. Stockpile or store any materials or equipment.

e. Dump refuse, waste, debris or hazardous materials.

f. Use, operate, park, store or refuel any motorized vehicles.