

Appendix C

Wetland Preservation Lease and Temporary Easement for Conservation Documents

L-0957

WETLANDS PRESERVATION LEASE

This lease is entered into on the date executed as set forth below between DON AND WANDA MARSHALL, husband and wife ("LESSORS"), and PACIFICORP, an Oregon corporation, dba Utah Power & Light Company ("LESSEE").

RECITALS:

A. Lessee is desirous of protecting wildlife habitat and managing grazing on a wetlands preservation easement required as part of its Federal Energy Regulatory Commission ("FERC") license for the Ashton Hydroelectric Project No. 2381 ("Project").

B. Lessor is the owner of a certain tract of land suited for Lessee's purposes.

C. Lessee is willing to establish and maintain fences as needed on the tract of land in connection with its maintenance of a wetlands preservation easement.

NOW, THEREFORE, in consideration of the following promises and conditions, the parties agree as follows:

1. Lessor leases to Lessee for a period of 22 years beginning January 1, 1995 and ending on December 31, 2017, the property described in Exhibit A attached hereto and incorporated herein (hereinafter the "Leased Premises"), together with appropriate ingress and egress over the Lessor's adjacent property necessary to access the Leased Premises.

2. Lessee agrees to pay ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per acre per year on 10.8 acres as rent for the use and occupation of the Leased Premises. This sum shall be paid in advance for the initial term of this Lease at the time of acceptance of the Leased Premises as wetlands preservation easement by FERC, the Idaho State Fish & Game Department, and the U.S. Fish & Wildlife Service of the United States Department of the Interior.

3. Lessee shall use the Leased Premises only for the purpose of controlling grazing by livestock and other uses that Lessee deems appropriate to establish and maintain the Leased Premises as a wetlands preservation easement.

4. The Leased Premises are leased and accepted by Lessee in their present condition. Lessee, however, may make such improvements and repairs upon the Leased Premises as it deems necessary, including restoration of fences, building new fences and maintenance of fences, consistent with its use of the Leased Premises.

5. Lessee shall at all times maintain the Leased Premises in a reasonable condition and in a husband-like manner and shall comply with all lawful requirements with respect to control of noxious plants growing on the Leased Premises. Lessee is not responsible and shall not be liable to Lessor for any damage to the Leased Premises caused by wildlife.

6. If Lessee's FERC license for the Project is renewed or extended, Lessee shall have the right to extend this Lease for an additional term at the then fair market value for the

fair market value, either party may obtain an appraisal by a qualified and licensed real estate appraiser, and must provide a copy to the other party. In the event both parties obtain an appraisal, and a dispute still exists regarding fair market value, the two appraisers shall select a third appraiser to provide a third appraisal which shall be binding on the parties. Each party shall bear the cost of its own appraisal, and in the event of a third appraisal, the costs of that appraisal shall be shared equally between the Lessee and Lessor.

7. This Lease may be terminated during its initial term by the mutual written agreement of both parties. In addition, if the Lease is terminated pursuant to this paragraph, or for any other reason, Lessor shall not be entitled to damages of any kind, including lost profits, relocation, costs or expenses. If the License is changed in such a manner that PacifiCorp is no longer subject to preservation of the wetlands adjacent to the Leased Premises, PacifiCorp thereafter shall be relieved of its duties under the Lease, and Lessor's sole remedy shall be a retention of the rent paid to the date of termination.

8. In the event either party shall resort to any legal action in an effort to enforce its rights under this Lease, the non-breaching party shall be entitled to reimbursement from the breaching party of all costs incurred in connection with such actions, including reasonable attorney's fees.

9. Except as specified below, any notice, demand or other communication, required or permitted to be given under this Lease shall be in writing and shall be deemed given upon personal deliver, upon transmission by tested facsimile machine (receipt of which is confirmed by telephone confirmation with the addressee) or on the second business day after mailing, by U. S. mail, to the appropriate party at its address below:

If to Lessee: PacifiCorp
 Environmental Services
 1407 West North Temple, Suite 270
 Salt Lake City, Utah 84140

Attention: Dave Skinner

With copies to: PacifiCorp
 Property Management
 1407 West North Temple, Suite 110
 Salt Lake City, Utah 84140

Attention: Craig McKennon

If to Lessor:

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

EXECUTED this 16th day of January, 1995.

LESSEE:

PacifiCorp, an Oregon Corporation
dba Utah Power & Light Company

Thomas W. Forsgren

By: Vice President

LESSOR:

Don Marshall

Wanda Marshall

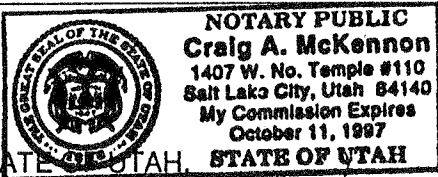
By: Wanda Marshall

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of February, 1995, by Thomas W. Forsgren, 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



STATE OF UTAH,)
: ss
COUNTY OF Salt Lake)

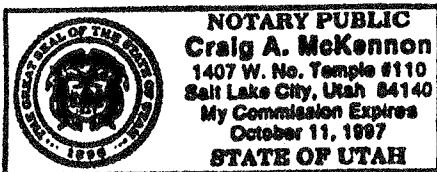
Craig A. McKennon
Notary Public

Residing at Salt Lake City, Utah

On the 16th day of January, 1995, personally appeared before me, Don Marshall and Wanda Marshall, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

10-11-1997



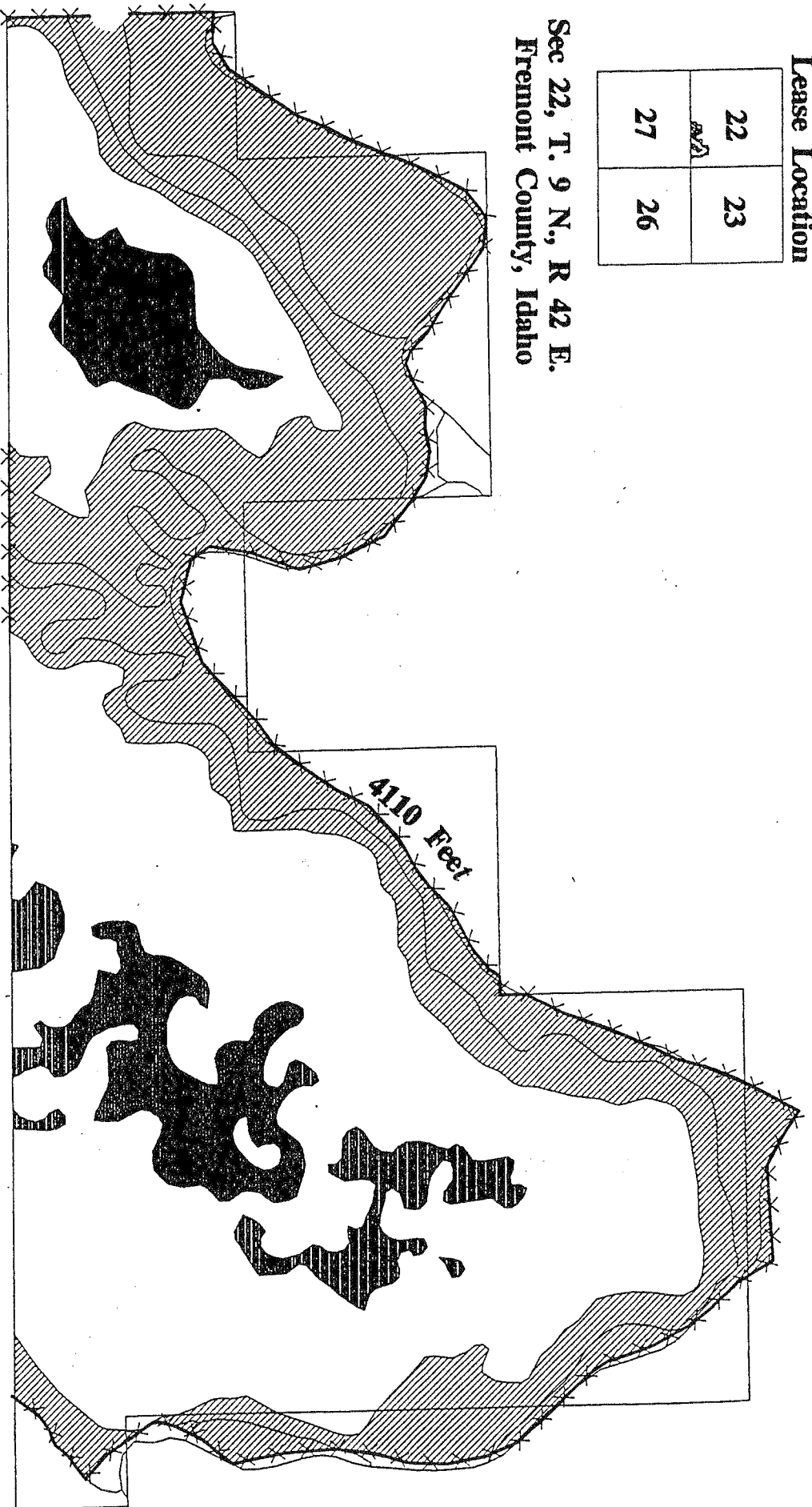
Craig A. McKennon
Notary Public
Residing at Salt Lake City, Utah

Lease Location

22	23
27	26

Marshall Lease Area

Sec 22, T. 9 N., R 42 E.
Fremont County, Idaho



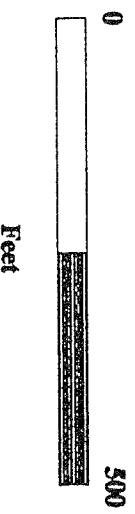
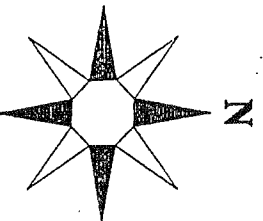
250 Feet

Utah Power Wetlands Lease

Lease area 10.8 Acres

Pond

Fence



TEMPORARY EASEMENT FOR CONSERVATION

This Temporary Easement for Conservation (this "Easement") is entered into, by and between Mary Nedrow and Edward Baker with an address of 3280 E. 1200 N. Ashton, ID 83420 ("Grantor") and PacifiCorp, an Oregon corporation, with an address of 1407 West North Temple, Suite 110, Salt Lake City, Utah 84116 ("Grantee").

RECITALS

A. Grantor is the owner of certain real property in Sections 21 and 22, T. 9N. R. 42E. Boise Meridian, Fremont County, Idaho, (hereinafter the "Property").

B. Grantee 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"), and 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 23 acres, more or less (the "Premises") 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 Premises are shown on Exhibit A, attached hereto and by this reference made a part hereof.

F. The State of Idaho has recognized the importance of private efforts toward voluntary conservation of private lands in the state by enactment of Idaho Code Section 51-2201, et seq.

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 Premises 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 Preservation and Conservation Easement, on the terms and conditions set forth herein.

2. Term. The term of this Easement shall be twelve (12) years, **commencing on the 3rd day of January, 2016 and ending on the 2nd day of January, 2028**, unless earlier terminated as provided in herein. At the expiration of this twelve (12) year term, Grantee may

enter into a new agreement with Grantor for an additional term to be determined by the parties. Both parties acknowledge and expressly agree that any new agreement shall not be considered a renewal of this Agreement but shall be based upon new terms and conditions as agreed upon by both parties.

3. Payment. Grantee shall pay to Grantor SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00) as rent for the use and occupation of the Premises for the purpose as defined in paragraphs 4 and 5. The total payment of sixty thousand dollars and no cents shall be paid on or before January 31, 2016, for the term of the Easement.

Payment to be made as follows; 50% of payment amount to be paid by check to Mary Nedrow and 50% paid by check to made out to Edward Baker.

4. Purpose. The purposes of this Easement are to: (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 Premises to those uses that are consistent with such values and interests.

5. Grantee's Improvements to the Premises. Grantee shall make certain improvements to the Premises for the purpose of enhancing the Conservation Values. A list of the improvements are provided on the attached **Exhibit B**, attached hereto and by this reference made a part hereof.

6. Access to the Premises without Notice. Grantee shall have the right to enter the Premises across the Property as long as it does not unreasonably interfere with the Grantors use of the Property at the time of such entry. Access is expressly limited to employees of the Grantee and independent professional contractors or advisors retained by Grantee for the purposes set out in this Easement. Aside from the rights of access granted herein, this Easement does not grant to Grantee, nor to the public, any rights to enter upon the Property. No notice to Grantor shall be required if Grantee, its employees or contractors, determines that immediate entry is essential to prevent, or mitigate, a violation of this Easement.

7. The Right to Enjoin Violations and to Seek Restoration, Damages, and Costs. The right of Grantee to enjoin any activity on, or use of, the Premises that violates the terms of this Easement, and to enforce the restoration of such areas or features of the Premises that may be damaged by any such activity or use, and to seek, and recover, damages and costs, pursuant to this Easement. 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 Premises, 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.

8. Prohibited Uses. Any activity on or use of the Premises that is inconsistent with the terms of this Easement or the Conservation Values of the Premises is prohibited. Without

limiting the generality of the foregoing sentence, the activities and uses described in **Exhibit C**, attached hereto and incorporated by this reference, are expressly prohibited.

9. Reserved Rights. Grantor reserves to themselves, and to their personal representatives, heirs, successors and assigns, all rights accruing from their ownership of the Premises, including the right to engage in or permit or invite others to engage in all uses of the Premises that are not expressly prohibited herein and are not inconsistent with the terms of this Easement or the Conservation Values of the Premises. Without limiting the generality of the foregoing sentence, those uses and practices described in Exhibit C, attached hereto and incorporated by this reference, are expressly permitted. Any enterprise, use, or activity proposed to be done or undertaken by Grantor which requires the prior approval of Grantee pursuant to an express provision of this Easement (including any prohibited use per Exhibit C) shall be commenced only after satisfaction of the notice and approval conditions of this paragraph.

10. Notice.

10.1 Grantor's Written Notice. Prior to the commencement of any enterprise, use, or activity requiring Grantee's approval, Grantor shall send Grantee written notice of their intention to commence or undertake such enterprise, use, or activity. Said notice shall inform Grantee of all aspects of such proposed enterprise, use, or activity, including, but not limited to, the nature, siting, size, capacity and number of structures, improvements, facilities or uses, as applicable.

10.2 Grantee's Address. Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to Grantee at 1407 West North Temple #110, Salt Lake City, UT 84116, c/o Property Management Department, or to such other address as Grantor from time-to-time may be informed of in writing by Grantee.

10.3 Grantee's Response. Grantee shall have thirty (30) days from the receipt of such notice, as indicated by the registered or certified return receipt, to review the proposed enterprise, use or activity and to notify Grantor of any objection thereto. Such objection, if any, shall be based upon Grantee's opinion that the proposed enterprise, use or activity is inconsistent with the purpose of this Easement or the Conservation Values of the Property. If, in Grantee's reasonable judgment, conformity with the purpose of this Easement is possible, said notice shall inform Grantor of the manner in which the proposed enterprise, use or activity can be modified to be consistent with this Easement. Except as provided in paragraph 9 of this Easement, only upon Grantee's express written approval may the proposed enterprise, use, or activity be commenced and/or conducted, and only in the manner explicitly represented by Grantor and approved by Grantee.

10.4 Grantor's Address. Grantee's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at 3280 E. 1200 N. Ashton, ID 83420 or to such other address as Grantee from time-to-time may be informed of in writing by Grantor.

10.5 Grantee's failure to respond. Should Grantee fail to send its response to Grantor's notice within thirty (30) days of Grantee's receipt of said notice, the proposed enterprise, use or

activity shall automatically be allowed, whether or not consistent with the purpose of this Easement, Grantee having no further right to object to the enterprise, use or activity identified by such notice.

11. Acts beyond Grantor's control. Grantor shall be under no liability or obligation for any failure in the giving of notice with regard to any prudent action taken by Grantor under emergency conditions or threat of emergency to prevent, abate, or mitigate significant injury to the Premises or to any person resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any other cause beyond the control of Grantor similar to those occurrences specified.

12. Grantee's Remedies. If Grantee determines that Grantor or a third party acting with Grantor's knowledge or consent is in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation. In said notice of violation, Grantee shall demand corrective action sufficient to cure the violation, and, where the violation involves injury to the Premises resulting from any use or activity inconsistent with the purpose of this Easement, Grantee shall demand corrective action to restore the portion of the Premises so injured. If Grantor: (i) fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee; 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 Grantor and Grantee as the date when efforts to cure such violation can reasonably begin, or 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 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 Premises to the condition that existed prior to any such injury.

13. Right to Proceed Against Third Parties. The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this paragraph. The Grantor shall cooperate with the Grantee in such proceeding.

14. Right to Require Assignment of Trespass Claims. If requested by Grantee, the Grantor shall assign to the Grantee any cause of action for trespass that may be available to such 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.

15. Grantor's Right to Recover Damages. In the event that Grantee is found by a court having jurisdiction in the case to have willfully or wantonly, and in direct contravention of this Easement, violated the terms of this Easement, Grantor shall be entitled to recover such damages as it may have incurred as a result of such violation, together with its reasonable attorneys fees, expenses and court costs.

16. Grantee's discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and 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.

17. 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 Premises 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 Premises or to any person resulting from such causes.

18. Mediation. Grantor and Grantee agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation. Mediation is therefore the parties' preferred dispute resolution procedure when circumstances do not require Grantor or Grantee to seek immediate injunctive relief from the courts. In the event of any dispute between Grantor and Grantee over the meaning, requirements, interpretation, or implementation of the Easement, Grantor or Grantee may refer the dispute to mediation by written request served upon the other party. The non-requesting party shall have ten (10) days after receipt of a mediation request to consent thereto or to refuse to mediate the dispute.

(a) Procedure. Within ten (10) days after Grantor and Grantee agree to mediation of a dispute, the parties shall mutually select a mediator. Mediation hearings shall remain informal, with each party being permitted to present such facts and evidence as it may reasonably believe supports that party's position. Costs and expenses of mediation shall be divided equally between Grantor and Grantee.

(b) Limitations. Notwithstanding any provision to the contrary, the mediation procedure set forth herein shall in no way be construed to deprive Grantor and Grantee from any judicial remedies provided at law, or by agreement herein, and is intended solely as an informal dispute resolution mechanism. Neither Grantor nor Grantee shall have the right to compel performance of mediated solutions, unless such solutions are reduced to a binding written Agreement between Grantor and Grantee at the conclusion of the mediation process. The parties hereto intend that each conflict and dispute submitted to mediation shall be unique, with facts, circumstances, and recommended resolutions to be determined on a case-by-case basis, without reference to prior conflicts, disputes, or the resolutions thereto.

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

20. Indemnification. Grantor shall hold harmless and indemnify and defend Grantee and its directors, officers, employees, agents, and contractors and the from any court awarded damages, together with reasonable attorneys' fees and expenses incurred by the Grantee resulting from any and all of the following:

(a) Personal injury or property damage that occurs on the Premises not due to the negligence of the Grantee or its agents; 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 Premises, other than by the Grantee or its agents.

21. Baseline Inventory. The parties acknowledge that a written report will be prepared, reviewed, and approved by both parties within six months of the commencement date of this Easement (the "Baseline Documentation Report") that documents an accurate representation of the Premises' current condition, or that such a report. A copy of the Baseline Documentation Report will be on file with both parties and by this reference made a part hereof. The parties acknowledge, or will acknowledge, that the Baseline Documentation Report is intended to establish the condition of the Premises subject to the Easement as of the date written above, and that both parties have acknowledged in a signed statement, a copy of which is attached hereto as Exhibit B, that the Baseline Documentation Report accurately represents the condition of the Premises at the time of the conveyance. The parties further agree that, in the event a controversy arises with respect to the condition of the Premises as of the conveyance date of the Easement, or compliance with or violation of any term of provision of this Easement, the parties may use the Baseline Documentation Report and any other relevant or material documents, surveys, reports, and other information to assist in resolving a controversy.

22. 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.

23. "Grantor" and "Grantee". The terms "Grantor" and "Grantee," as used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and its heirs, personal representatives, executors, successors in interest and assigns.

24. Titles. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.

25. 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.

26. 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 effect on, the Conservation Values which are protected by this Easement. Furthermore, the provisions concerning valuation of this Easement, which are set forth in paragraph 3 above may

only be amended in writing, signed by both parties (where such approval shall not be unreasonably withheld).

27. 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.

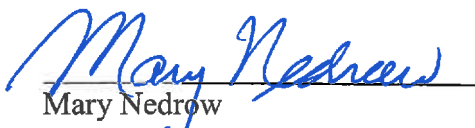
28. Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

29. 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 Premises for the term of the Easement.


30. 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.

GRANTOR:
Mary Nedrow & Edward Baker


Mary Nedrow


Edward Baker


Date

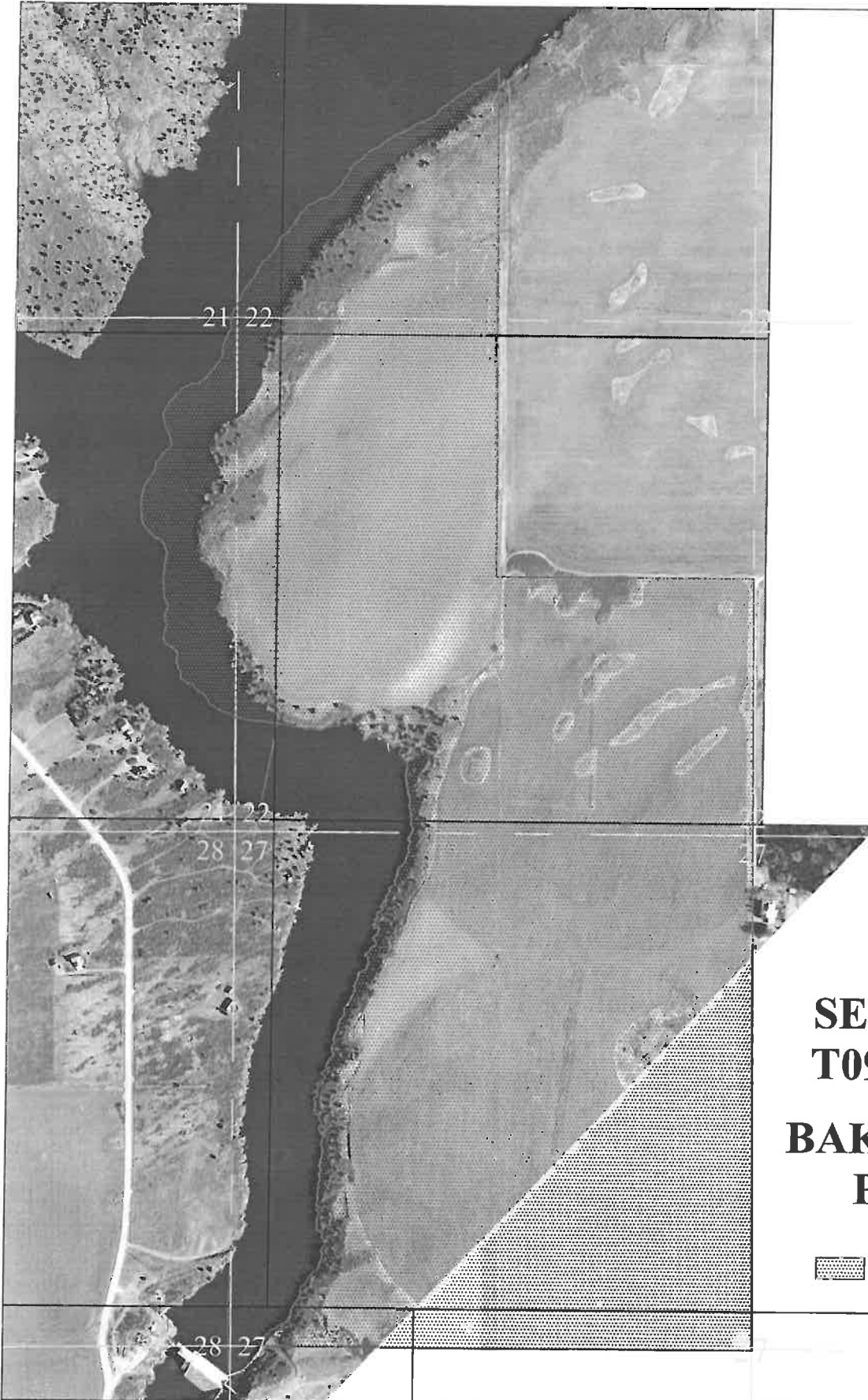
GRANTEE:
PacifiCorp, an Oregon Corporation


By:


Title:


Date

EXHIBIT A
(Legal Description/Map of the Property and Premises)



**SEC 21, 22, & 27
T09N, R42E, BM
BAKER/NEDROW
PROPERTY**

 **SUBJECT PROPERTY**

Page 1 of 3

PREPARED BY:



**ELECTRICAL
CONSULTANTS, INC.**

CHICAGO OFFICE 3001 GABRIEL ROAD
CHICAGO, IL 60632 (414) 240-0833
SALT LAKE CITY OFFICE 400 WEST 700 SOUTH
SALT LAKE CITY, UT 84119 (801) 240-0833
TULSA OFFICE 4700 N. CIRCLE RD. #100
TULSA, OK 74104 (918) 240-0833
MILWAUKEE OFFICE 5305 W. WISCONSIN AVE.
MILWAUKEE, WI 53219 (414) 240-0833

ENGINEERING RECORD

DRAWN	KCH
CHECKED	JJC
APPROVED	CC
FILE NO:	RMP-166 ASHTON RESERVOIR
DATE OF SURVEY:	7/24/15

EXHIBIT A

PREPARED FOR



Northerly Conservation Area = 14.6 acres

Section and ¼ Section Lines

Point No.	Latitude	Longitude
1	44°05'47.6"	111°29'28.6"
2	44°05'46.1"	111°29'28.6"
3	44°05'43.1"	111°29'33.7"
4	44°05'42.9"	111°29'34.0"
5	44°05'37.9"	111°29'37.2"
6	44°05'36.9"	111°29'38.9"
7	44°05'36.3"	111°29'39.3"
8	44°05'35.0"	111°29'39.4"
9	44°05'33.5"	111°29'40.9"
10	44°05'31.7"	111°29'42.3"
11	44°05'30.2"	111°29'43.5"
12	44°05'29.0"	111°29'44.8"
13	44°05'27.5"	111°29'44.8"
14	44°05'26.5"	111°29'44.6"
15	44°05'25.2"	111°29'45.6"
16	44°05'24.7"	111°29'47.2"
17	44°05'22.7"	111°29'47.1"

**SEC 21, 22, & 27
T09N, R42E, BM**

**BAKER/NEDROW
PROPERTY
TEMPORARY EASEMENT
FOR
CONSERVATION
NORTH**

Page 2 of 3

PREPARED BY:

"Engineering with Distinction"



**ELECTRICAL
CONSULTANTS, INC.**

BLANKENHORN 300 CHASE ROAD
BLANKENHORN, MO 63002
(417) 293-6333
SALT LAKE CITY, UT 84103
(801) 262-4854
TUCSON, ARIZONA 85704
(520) 282-6333
MUSKOGEE, ALABAMA 36501
(205) 240-6333

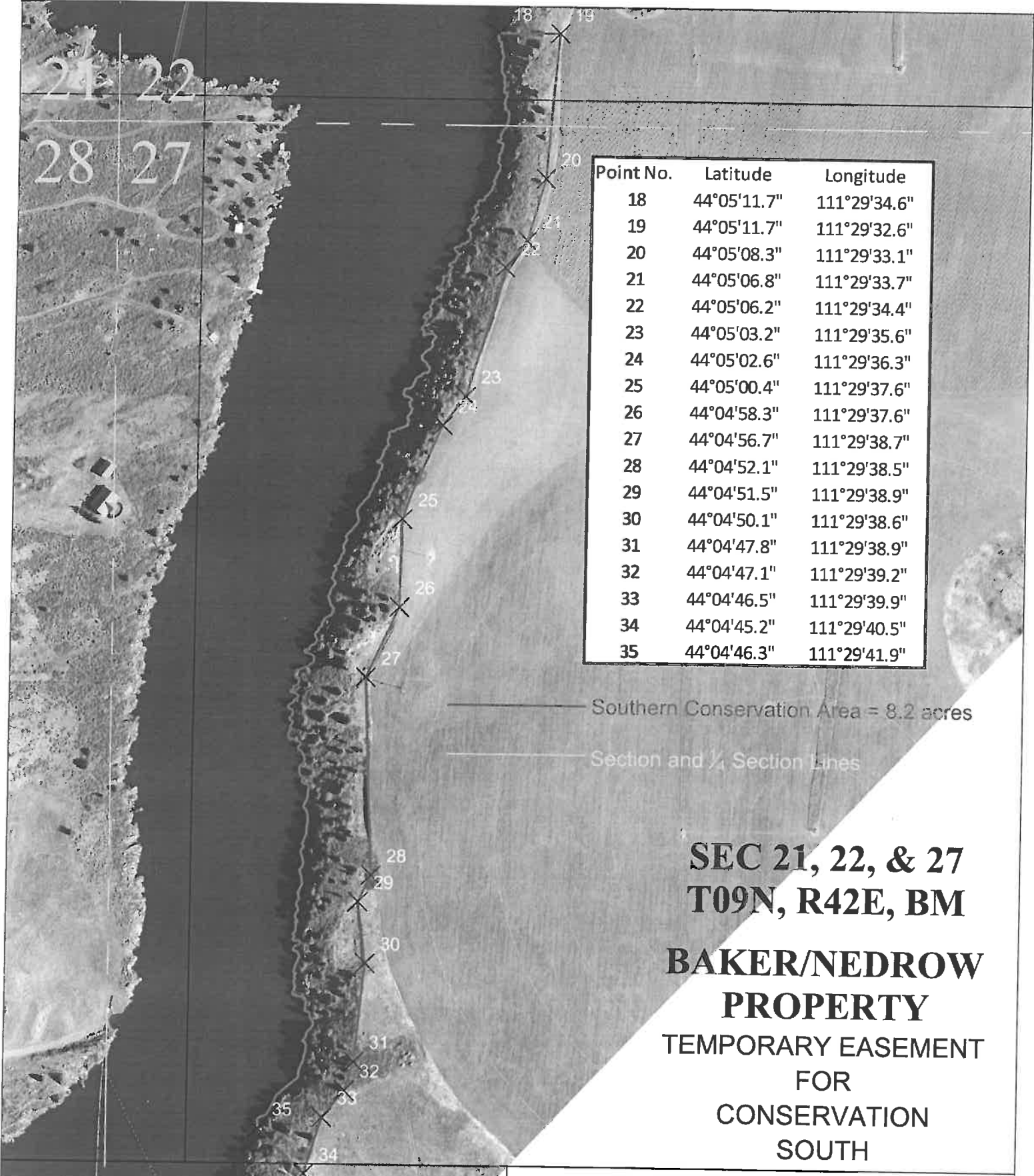
ENGINEERING RECORD

DRAWN	KCH
CHECKED	JJC
APPROVED	CC
FILE NO:	RMP-166 ASHTON RESERVOIR
DATE OF SURVEY:	7/24/15

EXHIBIT A

PREPARED FOR



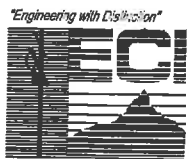


Point No.	Latitude	Longitude
18	44°05'11.7"	111°29'34.6"
19	44°05'11.7"	111°29'32.6"
20	44°05'08.3"	111°29'33.1"
21	44°05'06.8"	111°29'33.7"
22	44°05'06.2"	111°29'34.4"
23	44°05'03.2"	111°29'35.6"
24	44°05'02.6"	111°29'36.3"
25	44°05'00.4"	111°29'37.6"
26	44°04'58.3"	111°29'37.6"
27	44°04'56.7"	111°29'38.7"
28	44°04'52.1"	111°29'38.5"
29	44°04'51.5"	111°29'38.9"
30	44°04'50.1"	111°29'38.6"
31	44°04'47.8"	111°29'38.9"
32	44°04'47.1"	111°29'39.2"
33	44°04'46.5"	111°29'39.9"
34	44°04'45.2"	111°29'40.5"
35	44°04'46.3"	111°29'41.9"

Southern Conservation Area = 8.2 acres
 Section and 1/4 Section Lines

**SEC 21, 22, & 27
 T09N, R42E, BM
 BAKER/NEDROW
 PROPERTY
 TEMPORARY EASEMENT
 FOR
 CONSERVATION
 SOUTH**

PREPARED BY:



**ELECTRICAL
 CONSULTANTS, INC.**

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ENGINEERING RECORD	
DRAWN	KCH
CHECKED	JJC
APPROVED	CC
FILE NO:	RMP-166 ASHTON RESERVOIR
DATE OF SURVEY:	7/24/15

EXHIBIT A

PREPARED FOR



EXHIBIT B
(Grantee's Improvements to the Premises)

- Grantee shall perform noxious weed control on the Premises.
- Grantee may undertake enhancements for waterfowl nesting including but not limited to the installation of cavity nesting boxes or modification/enhancement of ground nesting areas.
- Grantee shall install conservation buffer marker posts along the border. At approximately 200 foot intervals or line of sight.
- Grantee shall remove existing worn out fence within the Premises.
- Should grazing of adjacent land occur in the future during the term of the lease, Grantee has the right to install fence either permanent or temporary to exclude grazing livestock from the Premises.

Exhibit C
(Prohibited Uses and Practices)

- Grazing without permission of Grantee.
- Clearing, cutting or burning of trees and brush.
- Removal of downed wood.
- Construction of any structures, including docks.
- Dumping of refuse, waste, debris or hazardous materials.
- Refueling of any motorized vehicles.
- Storage of materials or equipment (ex. Irrigation pipe or hay storage)
- Activities that would disturb nesting birds between May 1 and July 1.
- Unauthorized use or parking of equipment or motorized vehicles.