

Appendix G

Nest and Perch Licenses

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

SIDDOWAY LAW OFFICE, PLLC
P.O. Box 704
Driggs, ID 83422

Microfilm No. 556018
10 Day Nov 2015
At 3:14 O'Clock PM
ABBIE MACE
FREMONT CO RECORDER
Fee \$25 Deputy
Recorded at Request of
Billie Siddoway

(Space above for Recorder's Use)

LICENSE

This License is made effective as of ~~October~~ NOVEMBER 2, 2015, by and between PacifiCorp, an Oregon corporation, and Egbert Farms, Inc., an Idaho corporation ("Licensor"). (PacifiCorp and Licensor may be collectively referred to as the "Parties" or individually as a "Party").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Licensor's Property.** Licensor is the owner of that certain real property described in Exhibit A, which is attached hereto and incorporated herein ("Licensor's Property").
- 2. Ashton Dam Property.** PacifiCorp is the owner of that certain real property commonly referred to as the Ashton Dam and more particularly described in Exhibit B which is attached hereto and incorporated herein ("Ashton Project Property").
- 3. Purpose.** Licensor grants permission for PacifiCorp and its employees, agents, successors, administrators and assigns to come onto the Licensor's Property for the purpose of avian enhancements including but not limited to the installation, relocation, monitoring and maintenance of perches, nesting platforms and nesting boxes.
- 4. Scope.** The geographic extent of this License as well as the approximate location of any perches, nesting platform, nesting boxes, or other encroachments is roughly depicted in Exhibit C which is attached hereto and incorporated herein.
- 5. Term.** The initial term of this License shall be from its effective date through January 2, 2028 (the "Initial Term").
- 6. Option to Renew.** PacifiCorp has an option to extend this License for two sequential twenty year terms. To exercise the option, PacifiCorp must provide written notice to the

Licensor of PacifiCorp's intent to exercise the option at least thirty days prior to the expiration of the term but no more than one-hundred twenty days before the expiration of the term.

7. **License Fee.** For the Initial Term of this License, PacifiCorp will pay a license fee of \$_____ to Licensor upon execution of this License. For the option terms, if any, PacifiCorp will pay a license fee of \$_____, to be paid to Licensor with the notice of intent to exercise the option. PacifiCorp and Licensor agree that these license fees are fair and reasonable amounts.

8. **Relocation.** If the geographic location of any avian enhancement, perch, nesting platform, nesting box or other encroachment authorized by this License becomes incompatible with the Licensor's use of the Licensor's Property or otherwise inconvenient, Licensor may request of PacifiCorp that it relocate the perch, nesting platform, nesting box or other encroachment to a more suitable location. PacifiCorp will not unreasonably deny such a request.

9. **Remedies.** In the event of breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or inequity, including specific performance and injunctive relief.

10. **Governing Law, Jurisdiction, Venue and Jury Waiver.** This License shall be construed and interpreted in accordance with the laws of the State of Idaho. The Parties agree to exclusive jurisdiction in the courts of Idaho and exclusive venue in Fremont County, Idaho. To the fullest extent permitted by law, each Party waives any right it may have to a trial by jury in litigation directly or indirectly arising out of, under, or in connection with this License. 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.


11. **Successors and Assigns.** Subject to any express provisions in this License regarding restrictions on transfers or assignments, this License shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

EGBERT FARMS, INC.


By Alex C. Egbert
Its President

PACIFICORP


By ROGER B. RIGBY
Its DIR. Real Estate

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
 County of Fremont)

On this 28th day of October, 2015, personally appeared before me Alex C. Egbert, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he had the authority to execute and did in fact execute the same on behalf of Egbert Farms, Inc.



K Jenkins
 NOTARY PUBLIC
 My Commission Expires: 10/19/2021

STATE OF UTAH)
) ss.
 County of Salt Lake)

On this 2ND day of NOVEMBER, 2015, 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/she is the DIRECTOR-REALESTATE of PacifiCorp and that said document was signed by him/her in behalf of PacifiCorp with the authority to do so and acknowledged to me that PacifiCorp executed the same.

Claudia Conder
 NOTARY PUBLIC

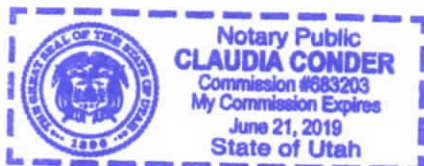


EXHIBIT A**(Licensor's Property Legal Description)**

The following described property in Section 13, Township 9 North, Range 42 East, Boise Meridian:

Lots 2, 4, 5, and the Southwest Quarter; LESS U.S. Highway 20 and County Road; LESS that portion of Lot 2 North of County Road 1580 N. and West of U.S. Highway 20.

The following described property in Section 14, Township 9 North, Range 42 East, Boise Meridian:

Northwest Quarter of the Southwest Quarter; Southeast Quarter of the Southeast Quarter; and Lots 3 through 9;

The following described property in Section 22, Township 9 North, Range 42 East, Boise Meridian:

Lot 6; Southwest Quarter of the Northeast Quarter; Northwest Quarter of the Southeast Quarter; and the Northeast Quarter of the Southwest Quarter;

The following described property in Section 23, Township 9 North, Range 42 East, Boise Meridian

North Half of the North Half;

LESS a parcel commencing at a point 290 feet North and 11 feet west of the Southeast Corner of the Northwest Quarter of the Northeast Quarter, Section 23, Township 9 North, Range 42 East, Boise Meridian; and going thence West 100 feet; thence North 8, 20 East 93 feet; thence East 57 feet; thence South 9, 20 West 213 feet to the point of beginning; and

LESS a parcel commencing at a point 290 feet North and 11 feet west of the Southwest Corner of the Northeast Quarter of the Northeast Quarter, Section 23, Township 9 North, Range 42 East, Boise Meridian; and going thence North 8, 20 East 213 feet; thence East 122 feet; thence South 8, 20 West 213 feet; thence West 122 feet to the point of beginning; and

The following described property in Section 24, Township 9 North, Range 42 East, Boise Meridian:

North Half of the Northwest Quarter, LESS U.S. Highway 20 and County Roads.

EXHIBIT B**(Ashton Project Property Description)**

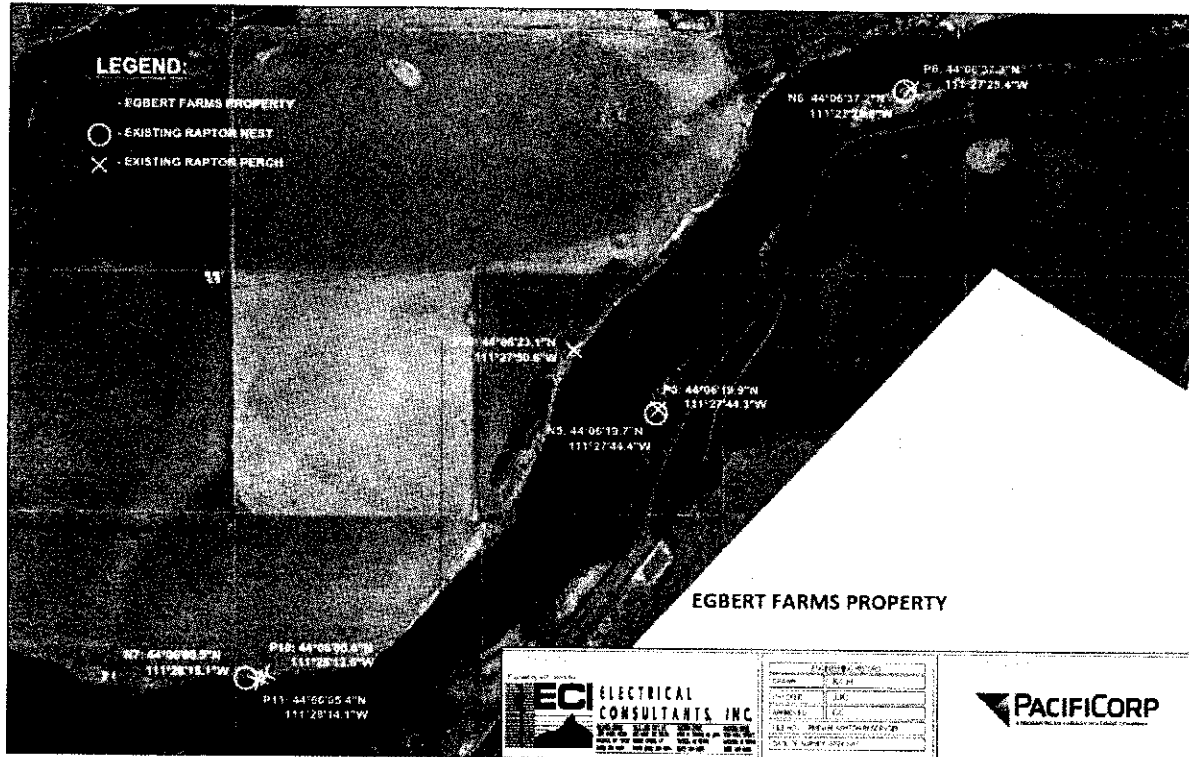
Those portions of the Southwest Quarter Section 27 and the Southeast Quarter of Section 28, all in Township 9 North, Range 42 East, Boise Meridian, located in the County of Fremont, State of Idaho, described as follows:

BEGINNING at the corner common to Sections 27, 28, 33, and 34; thence South $89^{\circ}26'39''$ West 50.00 feet along the southerly line of said Section 28; thence North $00^{\circ}16'08''$ West 1810.00 feet parallel with the line common to said Sections 27 and 28; thence South $89^{\circ}43'52''$ West 388 feet to the high-water line on the easterly bank of Henry's Fork of the Snake River; thence northeasterly approximately 1050 feet along said high-water line to the east-west quarter section line of said Section 27; thence North $89^{\circ}53'10''$ East 814.00 feet along said quarter section line; thence South $49^{\circ}40'40''$ West 1248.93 feet to said line common to Sections 27 and 28; thence South $00^{\circ}16'08''$ East 1833.00 feet along said section line to the **POINT OF BEGINNING**.

ALONG WITH that portion of the East Half of Section 28, Township 9 North, Range 42 East, Boise Meridian, located in the County of Fremont, State of Idaho, described as follows:

COMMENCING at the corner common to Sections 27, 28, 33, and 34; thence North $00^{\circ}16'08''$ West 2374.07 feet along said section line; thence South $89^{\circ}43'52''$ West 445.94 feet to the high-water line on the westerly bank of Henry's Fork of the Snake River and the **POINT OF BEGINNING**; thence North $56^{\circ}18'08''$ West 241.85 feet; thence North $05^{\circ}04'08''$ West 200.00 feet; thence North $14^{\circ}04'52''$ East 431.10 feet; thence South $55^{\circ}16'08''$ East 419.78 feet to said high-water line on the westerly bank of Henry's Fork of the Snake River; thence southwesterly approximately 740 feet along said high-water line to the **POINT OF BEGINNING**.

EXHIBIT C
(Depiction of License Area)



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PacifiCorp Property Management
1407 W. North Temple #110
Salt Lake City, UT 84116
Attn.: Claudia Conder

Microfilm No. **559586**
18 Day Aug 20 16
At 8:16 O'Clock AM
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 25.- Jt/Deputy
Recorded at Request of
PacifiCorp

(Space above for Recorder's Use)

CORRECTED LICENSE

This Amended License ("License") is made effective as of November 2, 2015, by and between PacifiCorp, Edward Baker and Mary Baker Nedrow. Baker and Nedrow are referred to collectively as "Licensor". PacifiCorp and Licensor may be collectively referred to as the "Parties" or individually as a "Party". This License corrects and replaces the License recorded on November 10, 2015 in the records of Fremont County as Instrument No. 556015.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Licensor's Property.** Licensor is the owner of that certain real property described in Exhibit A, which is attached hereto and incorporated herein ("Licensor's Property").
2. **Ashton Dam Property.** PacifiCorp is the owner of that certain real property commonly referred to as the Ashton Dam and more particularly described in Exhibit B which is attached hereto and incorporated herein ("Ashton Project Property").
3. **Purpose.** Licensor grants permission for PacifiCorp and its employees, agents, successors, administrators and assigns to come onto the Licensor's Property for the purpose of avian enhancements including but not limited to the installation, relocation, monitoring and maintenance of perches, nesting platforms and nesting boxes.
4. **Scope.** The geographic extent of this License as well as the approximate location of any perches, nesting platform, nesting boxes, or other encroachments is roughly depicted in Exhibit C which is attached hereto and incorporated herein.
5. **Term.** The initial term of this License shall be from its effective date through January 2, 2028 (the "Initial Term").
6. **Option to Renew.** PacifiCorp has an option to extend this License for two sequential twenty year terms. To exercise the option, PacifiCorp must provide written notice to the

Licensor of PacifiCorp's intent to exercise the option at least thirty days prior to the expiration of the term but no more than one-hundred twenty days before the expiration of the term.

7. **License Fee.** For the Initial Term of this License, PacifiCorp will pay a license fee of \$100.00 to Licensor upon execution of this License. For the option terms, if any, PacifiCorp will pay a license fee of \$100.00, to be paid to Licensor with the notice of intent to exercise the option. PacifiCorp and Licensor agree that these license fees are fair and reasonable amounts.

8. **Relocation.** If the geographic location of any avian enhancement, perch, nesting platform, nesting box or other encroachment authorized by this License becomes incompatible with the Licensor's use of the Licensor's Property or otherwise inconvenient, Licensor may request of PacifiCorp that it relocate the perch, nesting platform, nesting box or other encroachment to a more suitable location. PacifiCorp will not unreasonably deny such a request.

9. **Remedies.** In the event of breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or inequity, including specific performance and injunctive relief.

10. **Governing Law, Jurisdiction, Venue and Jury Waiver.** This License shall be construed and interpreted in accordance with the laws of the State of Idaho. The Parties agree to exclusive jurisdiction in the courts of Idaho and exclusive venue in Fremont County, Idaho. To the fullest extent permitted by law, each Party waives any right it may have to a trial by jury in litigation directly or indirectly arising out of, under, or in connection with this License. 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.

11. **Successors and Assigns.** Subject to any express provisions in this License regarding restrictions on transfers or assignments, this License shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

LICENSOR:

Edward Baker
Edward Baker

Mary Baker Nedrow
Mary Baker Nedrow

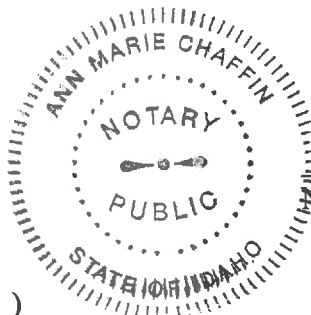
PACIFICORP:

Roger B. Rydberg
By ROGER B. RYDBERG
Its DIR. REAL ESTATE
Rocky Mtn Power

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
 County of Bonneville

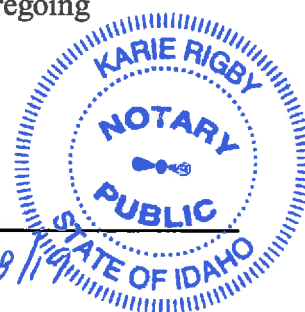
On this 8th day of August, 2016, personally appeared before me Edward Baker, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.



[Signature]
 NOTARY PUBLIC

STATE OF IDAHO)
) ss.
 County of Fremont

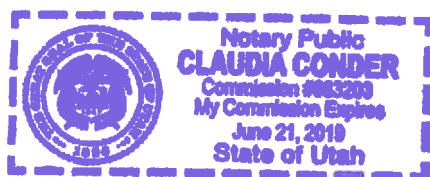
On this 2 day of August, 2016, personally appeared before me Mary Baker Nedrow, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.



[Signature]
 NOTARY PUBLIC

STATE OF UTAH)
) ss.
 County of Salt Lake)

On this 16 day of AUGUST, 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/she is the DIRECTOR REAL ESTATE of PacifiCorp and that said document was signed by him/her in behalf of PacifiCorp with the authority to do so and acknowledged to me that PacifiCorp executed the same.



[Signature]
 NOTARY PUBLIC

EXHIBIT A**(Licensor's Property Legal Description)**

Those portions of Sections 27, 22 and 21, all in Township 9 North, Range 42 East, Boise Meridian located in the County of Fremont, State of Idaho, described as follows:

The East Half of the Northwest Quarter, Section 27, Township 9 North, Range 42 East, Boise Meridian;

PLUS Lots 1 and 3, Section 27, Township 9 North, Range 42 East, Boise Meridian;

PLUS Lots 5 and 7, Section 22, Township 9 North, Range 42 East, Boise Meridian;

PLUS the Northwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, Section 22, Township 9 North, Range 42 East, Boise Meridian;

PLUS Lot 3, Section 21, Township 9 North, Range 42 East, Boise Meridian.

LESS BEGINNING at the Southeast corner of the East Half of the Northwest Quarter of Section 27, Township 9 North, Range 42 East, Boise Meridian; thence North 400 feet; thence West 300 feet; thence South 400 feet; thence East 300 feet to the POINT OF BEGINNING.

EXHIBIT B**(Ashton Project Property Description)**

Those portions of the Southwest Quarter Section 27 and the Southeast Quarter of Section 28, all in Township 9 North, Range 42 East, Boise Meridian, located in the County of Fremont, State of Idaho, described as follows:

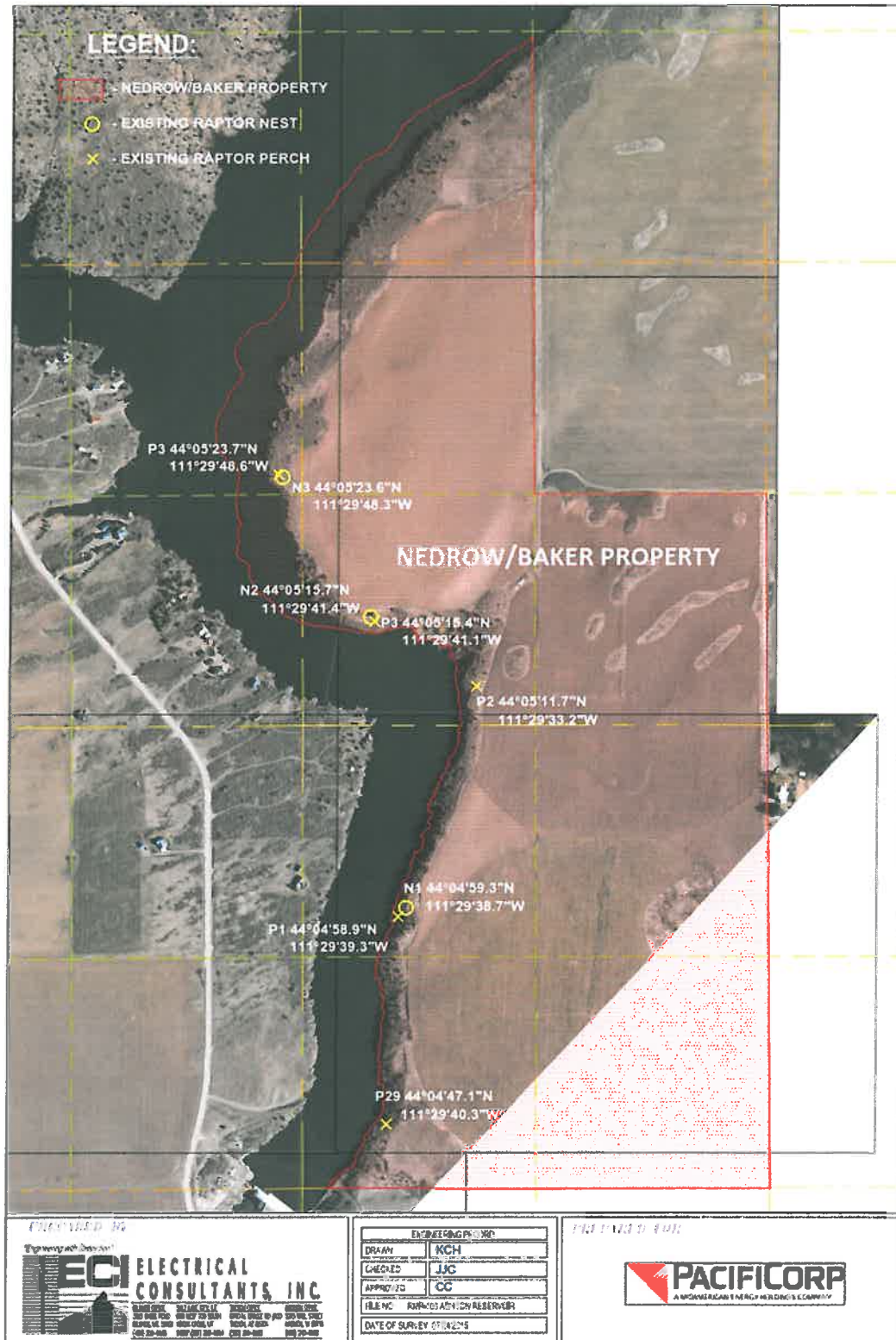
BEGINNING at the corner common to Sections 27, 28, 33, and 34; thence South $89^{\circ}26'39''$ West 50.00 feet along the southerly line of said Section 28; thence North $00^{\circ}16'08''$ West 1810.00 feet parallel with the line common to said Sections 27 and 28; thence South $89^{\circ}43'52''$ West 388 feet to the high-water line on the easterly bank of Henry's Fork of the Snake River; thence northeasterly approximately 1050 feet along said high-water line to the east-west quarter section line of said Section 27; thence North $89^{\circ}53'10''$ East 814.00 feet along said quarter section line; thence South $49^{\circ}40'40''$ West 1248.93 feet to said line common to Sections 27 and 28; thence South $00^{\circ}16'08''$ East 1833.00 feet along said section line to the **POINT OF BEGINNING**.

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EXHIBIT C

(Depiction of License Area)



Nest and Perch Table Ashton Hydroelectric Project 8.2.2016

	Identification #	Utility Pole or Free Standing	Perch or Nest	Land Owner	License Needed?	License Complete?	Comments
1	E1	Free standing	N	BLM	N	N/A	Abandoned platform on the BLM.
2	E2	In tree	N	Atchley	N	N/A	Natural nest in tree.
3	P1	Free standing	P	Nedrow/Baker	Y	Yes	
4	P2	Free standing	P	Nedrow/Baker	Y	Yes	
5	P3	Free standing	P	Nedrow/Baker	Y	Yes	
6	P4	Free standing	P	Nedrow/Baker	Y	Yes	
7	P5	Free standing	P	Egbert	Y	Yes	
8	P6	Free standing	P	Egbert	Y	Yes	
9	P7	Utility Pole	P	Miller	N	N/A	
10	P8	Utility Pole	P	Miller	N	N/A	
11	P9	Utility Pole	P	Miller	N	N/A	
12	P10	Free standing	P	Egbert	Y	Yes	
13	P11	Free standing	P	Egbert	Y	Yes	
14	P12	Free standing	P	Atchley	Y	No	
15	P13	Free standing	P	PacifiCorp	N	N/A	
16	P14	Free standing	P	BLM	N	N/A	
17	P15	Free standing	P	Therp	Y	No	
18	N1	Free standing	N	Nedrow/Baker	Y	Yes	
19	N2	Free standing	N	Nedrow/Baker	Y	Yes	
20	N3	Free standing	N	Nedrow/Baker	Y	Yes	
21	N4	Free standing	N	PacifiCorp	N	N/A	
22	N5	Free standing	N	Egbert	Y	Yes	
23	N6a	Free standing	N	Egbert	Y	Yes	
24	N6b	Utility Pole	N	Miller	N	N/A	
25	N7	Free standing	N	Egbert	Y	Yes	
26	N8	Free standing	N	Atchley	Y	No	

Nest and Perch Table Ashton Hydroelectric Project 8.2.2016

	Identification #	Utility Pole or Free Standing	Perch or Nest	Land Owner	License Needed?	License Complete?	Comments
27	N9	Free standing	N	BLM	N	N/A	
28	N10	Free standing	N	Therp	Y	No	
29	NEW PP1	Utility Pole	P	Nedrow/Baker	N	N/A	
30	NEW PP2	Utility Pole	P	Egbert	N	N/A	
31	NEW PP3	Utility Pole	P	Therp	N	N/A	