



RECEIVED

2013 MAY 17 AM 9:29

201 South Main, Suite 2300  
Salt Lake City, Utah 84111

May 17, 2013

IDAHO PUBLIC  
UTILITIES COMMISSION

**VIA OVERNIGHT DELIVERY**

Jean D. Jewell  
Commission Secretary  
Idaho Public Utilities Commission  
472 W. Washington  
Boise, ID 83702

**RE: CASE NOS. PAC-E-13-06 & PAC-E-13-07  
APPLICATION FOR AUTHORITY TO SELL ST. ANTHONY  
HYDROELECTRIC GENERATION PLANT AND APPLICATION FOR  
POWER PURCHASE AGREEMENT WITH ST. ANTHONY HYDRO LLC**

Dear Ms. Jewell:

To address concerns raised with the Idaho Public Utilities' Staff attorney, enclosed for filing are an original and seven (7) copies of redacted versions of Confidential Exhibits 1, 2 & 3 that were filed April 9, 2013 in Case No. PAC-E-13-06, and Confidential Attachment 1 that was filed April 15, 2013 in Case No. PAC-E-13-07. Also enclosed for filing is a Verification for the Applications that were filed in the above referenced cases, as well as a Certificate of Confidentiality for the confidential exhibits mentioned above.

All formal correspondence and regarding this filing should be addressed to:

Ted Weston  
Rocky Mountain Power  
201 South Main, Suite 2300  
Salt Lake City, Utah 84111  
Telephone: (801) 220-2963  
Fax (801) 220-2798  
Email: [ted.weston@pacificorp.com](mailto:ted.weston@pacificorp.com)

Daniel E. Solander  
Rocky Mountain Power  
201 South Main Street, Suite 2300  
Salt Lake City, Utah 84111  
Telephone: (801) 220-4014  
Fax: (801) 220-3299  
Email: [daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

Communications regarding discovery matters, including data requests issued to Rocky Mountain Power, should be addressed to the following:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah St., Suite 2000  
Portland, OR 97232

Idaho Public Utilities Commission

May 17, 2013

Page 2

Informal inquiries may be directed to Ted Weston, Idaho Regulatory Manager at (801) 220-2963.

Sincerely,



Jeffrey K. Larsen

Vice President, Regulation & Government Affairs

Enclosures

**VERIFICATION**

STATE OF UTAH            )  
                                      )  
COUNTY OF SALT LAKE )

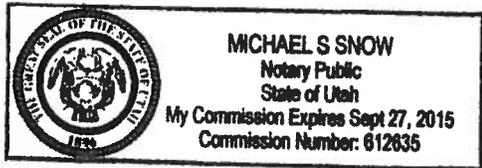
Ted Weston, being first duly sworn, deposes and states:

1. I am the Idaho Regulatory Affairs Manager for Rocky Mountain Power; and
2. I have read the Application to Sell the St. Anthony Hydroelectric Plant in Case No. PAC-E-13-06, as well as the Application for a Power Purchase Agreement in Case No. PAC-E-13-07 and know the contents thereof, and based upon information and belief, the contents are true of my own knowledge and I believe them to be true.

  
\_\_\_\_\_  
Ted Weston

SUBSCRIBED AND SWORN to before me  
this 16<sup>th</sup> day of May 2013.

  
\_\_\_\_\_



Mark C. Moench (ISB # 8942)  
Daniel E. Solander (ISB #8931)  
Rocky Mountain Power  
201 South Main Street, Suite 2300  
Salt Lake City, Utah 84111  
Telephone No. (801) 220-4014  
Facsimile No. (801) 220-3299  
Email: [daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

RECEIVED  
2013 MAY 17 AM 9: 29  
IDAHO PUBLIC  
UTILITIES COMMISSION

*Attorney for Rocky Mountain Power*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

---

**IN THE MATTER OF THE APPLICATION )  
OF ROCKY MOUNTAIN POWER FOR )      CASE NO. PAC-E-13-06  
AUTHORITY TO SELL THE ST. )  
ANTHONY                   HYDROELECTRIC )  
GENERAITON PLANT LOAACTED IN )  
FREEMONT COUNTY, IDAHO            )**

---

**IN THE MATTER OF THE APPLICATION )  
OF PACIFICORP D/B/A ROCKY )      CASE NO. PAC-E-13-07  
MOUNTAIN POWER FOR APPROVAL )  
OF A POWER PURCHASE AGREEMENT )  
BETWEEN PACIFICORP AND ST. )  
ANTHONY HYDRO LLC.                )**

---

**ATTORNEY'S CERTIFICATE CLAIM OF CONFIDENTIALITY**

---

I, Daniel E. Solander, represent Rocky Mountain Power in the above captioned matter. I am Senior Counsel for Rocky Mountain Power.

I make this certification and claim of confidentiality regarding the Confidential Exhibits 1, 2, and 3 that were filed April 9, 2013 in Case No. PAC-E-13-06, and Confidential Attachment 1 that was filed April 15, 2013 in Case No. PAC-E-13-07 pursuant to IDAPA 31.01.01 because Rocky Mountain Power disclosed certain information that is Confidential and constitutes Trade

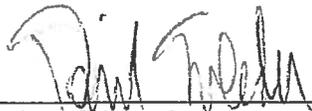
Secrets as defined by Idaho Code Section 9-340 and 48-801 and protected under IDAPA 31.01.01.067 and 31.01.01.233.

Rocky Mountain Power herein asserts that the aforementioned exhibits and attachment are confidential in that the information contains commercially sensitive financial analyses, request for proposals results, and other information that would jeopardize the interest of and cause irreparable injury to Rocky Mountain Power if disclosed. Disclosing this information could also give entities access to competitive information Rocky Mountain Power believes could be used to disadvantage it and its customers.

I am of the opinion that this information is "Confidential," as defined by Idaho Code Section 9-340 and 48-801, and should therefore be protected from public inspection, examination and copying, and should be utilized only in accordance with the terms of the Protective Agreement between Rocky Mountain Power and Idaho Public Utilities Commission Staff.

DATED this 16th day of May, 2013.

Respectfully submitted,

By 

Mark C. Moench

Daniel E. Solander

Attorneys for Rocky Mountain Power

**REDACTED EXHIBIT NO. 1**  
**FINANCIAL ANALYSIS SUMMARY**

Confidential

**PacifiCorp Energy-Hydro Resources  
St Anthony Hydro Project  
Proposed Alternatives  
December 17, 2012**

Operations Full Capital Operations	Operations Minimum Capital Operations	Decommission Remove Project in 2013	Sale on 12-31-12
2012B40-Operate	2012C40-OperateMin	2012E40-Decom	2012D40-Sale
Alternative #1	Alternative #2	Alternative #3	Alternative #4

Base Generation Forecast (MWh) 4,851 3,301 3,301 3,301

**Alternative Costs:**

	40 Year Costs-In Thousands of 2012 Dollars			
Capital	\$	\$	\$	\$
Routine O&M				
Special O&M				
Decommission Costs				
Negative Net Proceeds (Note 14)				
Lost Generation (Note 15)				
<b>Total Alternative Costs</b>	\$	\$	\$	\$

**Customer Benefit Analysis:**

**Revenue Requirement**

	40 Year Present Value of Revenue Requirement-In Thds of Dollars			
<u>Market Value of Replacement Power</u>	\$	\$	\$	\$
<u>Cost of Alternative:</u>				
Less:				
Current Investment Cost				
Operations Capital				
Operations O&M				
Disconnection Cost				
Special O&M (Note 17 and 18)				
Decommission Costs				
Negative Net Proceeds (Note 14)				
Lost Generation (Note 15 and 18)				
<b>Total Cost</b>	\$	\$	\$	\$
<b>Net (Cost)/Benefit -PVRR(d)</b>	\$	\$	\$	\$

**Nominal Levelized Annual Cost**

	40 Year Nominal Levelized Cost In Dollars per MWh			
<u>Market Value of Replacement Power</u>	\$	\$	\$	\$
<u>Cost of Alternative:</u>				
Less:				
Current Investment Cost	\$	\$	\$	\$
Operations Capital				
Operations O&M				
Disconnection Cost				
Special O&M (Note 17 and 18)				
Decommission Cost				
Negative Net Proceeds (Note 14)				
Lost Generation (Note 15 and 18)				
<b>Total Cost</b>	\$	\$	\$	\$
<b>Net Levelized (Cost)/Benefit</b>	\$	\$	\$	\$

**Key Assumptions:**

Note

1 Total Project Generation (MWh)				
2 Avg Lost Generation (MWh)				
3 Avg Generation Gain from Upgrades (MWh)				
4 Net Avg Project Generation				

5 Official Base Price Curve Date (Mid C)				
6 Analysis Period In Years				
7 Discount Rate				
8 Inflation Rate				
9 Decommission Date				
10 Net Book Value at 12-31-11 In Thds	\$	\$	\$	\$
11 Sale Date				
12 Sales Price (In Thds of \$)				\$
13 Sale Expenses (In Thds of \$)				\$
14 Negative Net Proceeds (In Thds of \$) Remaining book value transferred to Ashton Plant				\$
15 Under the Decommissioning Alternative replacement power is purchased at market				
16 Under the Sale Alternative replacement power is purchased at PURPA rates for 20 years with market thereafter				
17 per year for ongoing O&M costs				
18 Does not include costs associated with potential future, but un-quantified, liabilities				

**REDACTED EXHIBIT NO. 2**

**RFP RESULTS AND SORENSON ACQUISITION BID**

Table 1 – RFP Participants

	Received General Sales Information Package	Completed NDA?	Provided ARIBA Password?	Logged in to ARIBA?	Conducted Site Inspection?	Submitted a Letter of Interest?
1		Yes	Yes	Yes	Yes	Yes
2		Yes	Yes	Yes	Yes	Yes
3		Yes	Yes	Yes	Yes (Previously)	Yes
4		Yes	Yes	Yes	No	Yes
5		Yes	Yes	Yes	No	Yes
6		Yes	Yes	Yes	No	Yes
7		Yes	Yes	Yes	No	Yes
8		Yes	Yes	Yes	No	No
9		Yes	Yes	Yes	No	No
10		Yes	Yes	Yes	No	No
11		Yes	Yes	Yes	No	No
12		Yes	Yes	No	No	No
13		Yes	Yes	No	No	No
14		No	No	No	No	No
15		No	No	No	No	No
16		No	No	No	No	No
17		No	No	No	No	No
18		No	No	No	No	No
19		No	No	No	No	No
20		No	No	No	No	No
21		No	No	No	No	No
22		No	No	No	No	No
23		No	No	No	No	No
24		No	No	No	No	No
25		No	No	No	No	No
26		No	No	No	No	No
27		No	No	No	No	No
28		No	No	No	No	No
29		No	No	No	No	No
30		No	No	No	No	No
31		No	No	No	No	No

Table 2 - Conformance with RFP Letter of Interest Submittal Requirements

Bidder	Offer Price incl.?	Contact Information Provided?	Clear Proposal Statement	Timeline Provided?	Ability to Complete Provided?	Contingencies Clearly Stated?	Exceptions to Terms and Conditions stated?	Number and complexity of exceptions and conditions relative to other proposals?
[REDACTED]	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Middle
[REDACTED]	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Middle
[REDACTED]	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Low
[REDACTED]	Yes	Yes	Yes	Yes	No	Yes	Yes	High
[REDACTED]	Yes	Yes	Yes	Yes	No	Yes	Yes	High
[REDACTED]	Yes	Yes	Yes	Yes	No	Yes	Yes	Low

Table 3 - Initial Letter of Interest Evaluation Criteria

Bidder	Met Submittal Requirements?	Cash at Closing from bidder.	Total Payment by bidders.*	PacifiCorp Financing Proposed?	PacifiCorp Repair of facility Proposed?	Clear ability to provide indemnification from Egin Canal Corp.?	Existing Small Hydro Exp? (ability to work with Egin, FERC, PacifiCorp and the community?)	Alternate Interconnect Proposal?	REC's retained by PacifiCorp?
	Yes	\$	\$	No	No	No	No	No	No
	Yes	\$	\$	No	No	No	Yes	Yes	No
	Yes	\$	\$	No	No	Yes	Yes	No	Yes
	No	\$	\$	Yes	Yes	No	Unknown	Yes	No
	No	\$	\$	Yes	Yes	No	Unknown	No	No
	No	\$	\$	No	No	No	Unknown	No	No

\*Uses bidder's numbers.

St. Anthony Hydroelectric Plant

Letter of Interest  
March 30, 2012

Joint Venture

Sorenson Engineering [REDACTED]

1. We offer [REDACTED]
2. Statement of assets to be acquired; All land offered , FERC license rights through transfer or lease, water rights , all buildings and equipment as is . Our plan is to replace the existing generation equipment with new vertical manually regulated Kaplan.
3. Proposed Time line

Offer acceptance	May 1,2012
Execute Sales Document	June 15,2012
File FERC license transfer/ lease	July 15, 2012
Execute PPA with PacifiCorp	August 1,2012
Finalize interconnect Agreement with PacifiCorp	June 15 to Oct 15 2012
Order New turbine	October 15,2012
File Rebuild Construction drawings with FERC	December 15,2012
Start Rebuild	May 2013
Rebuilt Plant commercial operation	September 2013
4. Proof of ability to complete the transaction.
  - a. Sorenson owns and operates 11 small hydroelectric plants. he is familiar with FERC license transfer/ lease process and has supplied power to PacifiCorp reliably for over 25 years ( John , Younie, PacifiCorp, 1-503-813-5960 ). See attached Hydro experience list.
  - b. See attached letter from Farm Credit.
  - c. See attached personal financial statement of Ted Sorenson (note this is confidential information).
5. Sorenson Engineering investigated St Anthony in detail in 2004, 2005. Our plan to repower with new equipment is economic if we receive federal tax credits due to expire at the end of 2012. We receive the credits provided we order the equipment this calendar year and place the project online by the end of calendar year 2013.
6. Our offer is contingent upon.
  - a. Entering into sales agreement and FERC license transfer/lease in sufficient time and manner to qualify for the federal tax credit.
  - b. Receiving legal opinion from our attorney that the state water rights are still valid.
  - c. Receiving PPA from PacifiCorp at Current avoided costs Rates by August 2012.

Contact For this proposal and negotiations is:

Ted S Sorenson P E, Sorenson Engineering, 5203 south 11<sup>th</sup> East, Idaho Falls, Idaho 83404, 208-522-8069, [ted@tsorenson.net](mailto:ted@tsorenson.net) Very Truly Yours,

  
Ted S Sorenson P.E,

## SUMMARY

The following is a list of hydroelectric projects which Ted S. Sorenson, P.E. and principal of Sorenson Engineering has completed during his career. Additionally, projects which are owned, operated, and designed by Mr. Sorenson are also provided separately. One project which Mr. Sorenson purchased without designing is also listed. Below is a short summary of project totals.

- |  |      |
|--|------|
| 1. Design of Hydroelectric Related Projects  | (35) |
| 2. Design including Turbine/Generator and Switchgear for Hydroelectric Projects<br>- Completed over a period of 28 years, all are still operating. | (31) |
| 3. Hydroelectric Projects Owned and Operated by Mr. Sorenson   | (11) |
| 4. Projects with CHEC equipment  | (13) |
| 5. Projects with Gilkes equipment  | (13) |
| 6. Hydroelectric Projects not designed but owned by Mr. Sorenson.  | (1)  |

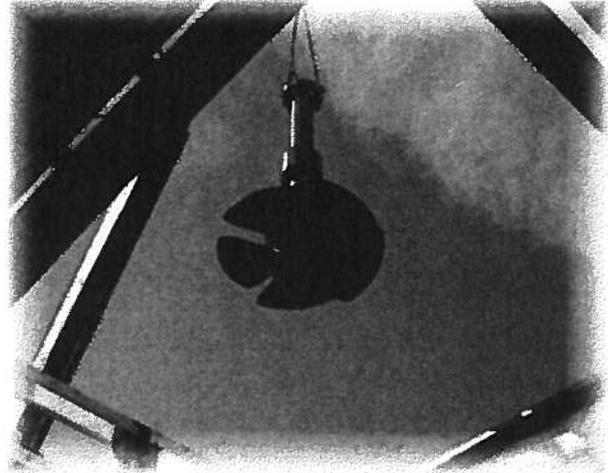
## SORENSEN ENGINEERING- DESIGNED HYDROELECTRIC PROJECTS

---

- Arena Drop Hydroelectric  
*Commissioned 2010*  
Head 76 feet  
Penstock 450 L.F. of 48-inch diameter pipe  
Flow: 100 CFS  
CHEC- Horizontal Frances connected to 500 kW  
Location: Near Boise, Idaho  
Construction Cost: [REDACTED]
- Arrowrock Hydroelectric (Pictured right)  
*Commissioned 2010*  
Head 150feet  
Penstock 150 L.F. of 96-inch diameter pipe,  
two penstocks  
Flow: 1500 CFS  
CHEC-Vertical Frances connected to 8.0 MW  
generator, two units total 16.0 MW  
Transmission Line: 5 miles  
Location: Near Boise, Idaho  
Construction Cost: [REDACTED]
- Midway Hydroelectric  
*Commissioned 2006*  
Head 27 feet



Penstock 90 L.F. of 98-inch diameter pipe, two penstocks  
Flow: 1300 CFS  
CHEC-Horizontal Manually regulated Kaplan connected to Single 1.6 MW generator, two units total 2.6 MW  
Transmission Line: 1 mile  
Location: Hansen, Idaho  
Construction Cost: [REDACTED]



4. Mora Drop Hydroelectric (Pictured Right)  
*Commissioned 2006*  
*Head 38 feet*  
*Penstock 90 L.F. of 120-inch diameter pipe*  
*Flow: 550 CFS*  
*CHEC-Vertical Manually regulated Kaplan connected to Single 1.6 MW generator*  
*Transmission Line: 61 miles*  
*Location: Kuna Idaho*  
*Construction Cost: [REDACTED]*

5. Cove Flume Test Section for Pacific Power/Utah Power & Light  
*Completed 1998*  
Feasibility and Design for Test Section for Open Channel Flume  
Flow 1500 cfs  
Cast-in-Place and Precast Concrete Sections

6. Mopan Hydroelectric  
*Completed 1996*  
Feasibility and power sales for 12 megawatt Facility to include 42 meter high roller compacted concrete dam and 92 kilometer transmission line in remote area.  
Location: State of Petan , Guatemala, Central America.

7. Twin Falls Hydroelectric  
*Completed 1995*  
Fabrication Drawings for penstocks for 30 megawatt facility. Penstocks 14 feet in diameter.  
Location: Near Twin Falls, Idaho

8. Fall River Hydroelectric  
*Commissioned 1993*  
Head 250 feet  
Penstock 2700 L.F. of 96-inch diameter pipe  
Flow: 550 CFS  
Bouvier- Two Frances turbines connected to two 5 MW generators  
Transmission Line: 861 miles  
Location: Ashton , Idaho  
Construction Cost: [REDACTED]

9. Milner Dam Hydroelectric  
*Completed 1992*  
Completed Design portion of design build contract for five  
32-foot wide by 18-foot high radial gates  
Location: Near Burley, Idaho  
Fabrication Cost: [REDACTED]
  
10. Friant Fish Release Hydropower Project  
*Commissioned 1992*  
Head 120 Feet  
Flow 35 cfs  
Gilkes- 500 KW Francis Turbine on Fish Hatchery Release Waters –  
-Friant Dam and Friant River Canal  
Location: Near Fresno, California  
Construction Cost: [REDACTED]
  
11. Ingram Ranch Lower Hydroelectric Project  
*Commissioned 1990*  
Head 320 feet  
11,000 L.F. of 30" Diameter Steel Penstock  
20,000 L.F. of Trapezoidal Canal  
Flow 25 cfs  
Gilkes- Twin Jet Turgo  
500 KW Induction Generator  
Location: Near Challis, Idaho  
Construction Cost: [REDACTED]
  
12. Smith Falls Hydroelectric Facility  
*Commissioned 1990*  
Head 1585 Feet  
Flow 370 cfs  
28,000 L.F. of 72", 69" and 57" Diameter Steel Penstock  
Bouvier- Three Pelton Units; Two Twin Jets and One Single Jet  
38,000 KW Aggregate Capacity of 3 Generators  
Location: Boundary County, Idaho  
Construction Cost: [REDACTED]
  
13. Faulkner Land & Livestock Hydroelectric Project  
*Commissioned 1989*  
Head 140 feet  
950 L.F. of 51" Diameter Steel pipe Penstock through rough mountain canyon terrain  
Flow 80 cfs  
Gilkes- Frances Turbine  
875 KW Induction Generator  
Utility Grade Switchgear, 2 miles of 14 KV transmission line  
Location: Near Bliss, Idaho  
Construction Cost: [REDACTED]

14. O. J. Power Hydroelectric Facility  
*Commissioned 1988*  
Head 410 feet  
6,000 L.F. 18" Diameter Steel pipe Penstock  
Flow 7 cfs  
Gilkes- Single Jet Turgo Turbine  
180 KW Induction Generator  
Industrial Grade Switchgear  
Location: Oneida County, Idaho  
Construction Cost: [REDACTED]
  
15. Mink Creek Hydroelectric Facility  
*Commissioned 1987*  
Head 470 feet  
11,000 L.F. of 50" Diameter Steel pipe Penstock through rough mountain canyon terrain  
Flow 100 cfs  
Gilkes- Twin Jet Turgo Turbine  
3,000 KW Synchronous Generator  
Utility Grade Switchgear  
Location: Franklin County, Idaho  
Construction Cost: [REDACTED]
  
16. Amy Ranch Hydroelectric Facility  
*Commissioned 1987*  
Head 940 feet  
20,200 L.F. of 18" Diameter Steel pipe Penstock  
Flow 11 cfs  
Bouvier- Twin Jet Pelton Wheel Turbine  
700 KW Induction Generator  
Industrial Grade Switchgear  
Location: Butte County, Idaho  
Construction Cost: [REDACTED]
  
17. Snedigar Ranch Hydroelectric Facility  
*Commissioned 1986*  
Head 190 feet  
Penstock 4,000 L.F.  
30" Diameter Steel pipe through rough canyon terrain  
Flow 35 cfs  
Barber-Frances Turbine  
540 KW Induction Generator  
Industrial Grade Switchgear  
Construction Cost: [REDACTED]
  
18. Littlewood River Hydroelectric Facility  
*Commissioned 1986*  
Head 29 feet  
3,000 L.F. of canal in lava rock

Flow 460 cfs  
Gilkes- Two Frances Open Flume Turbines  
960 KW Two Induction Generators  
Industrial Grade Switchgear, 1/2 mile transmission line  
Location: Near Gooding, Idaho  
Construction Cost: [REDACTED]

19. Geo Bon II Hydroelectric Facility

*Commissioned 1986*  
Head 31 feet  
Penstock 120 L.F.  
120" Diameter Steel pipe  
3,000 L.F. canal and tailrace in lava rock  
Flow 480 cfs  
Voith- Double Regulated Kaplan Turbine  
1,030 KW Synchronous Generator  
Utility Grade Switchgear  
Location: Near Shoshone, Idaho  
Construction Cost: [REDACTED]

20. Ingram Ranch Upper Hydroelectric Facility

*Commissioned 1985*  
Head 185 feet  
Penstock 900 L.F.  
48" Diameter Steel pipe; 20,000 L.F. trapezoidal canal  
Flow 80 cfs  
Gilkes-Frances Turbine  
1,060 KW Synchronous Generator  
Utility Grade Switchgear  
Location: Near Challis, Idaho  
Construction Cost: [REDACTED]

21. Georgetown Irrigation Hydroelectric Facility

*Commissioned 1984*  
Head 220 feet  
Penstock 18,500 feet of existing irrigation main  
30" Diameter through 42" Diameter Steel pipe  
Flow 30 cfs  
Gilkes- Twin Jet Turgo Turbine  
480 KW Induction Generator  
Industrial Grade Switchgear  
Location: Georgetown, Idaho  
Construction Cost: [REDACTED]

## SORENSEN ENGINEERING- DESIGNED HYDROELECTRIC PROJECTS- IN PROGRESS

---

1. South Canal Drop 1 Hydroelectric  
*Expected Commissioning 2013*  
Head: 54.2 feet  
Flow: 1000 CFS  
CHEC- Vertical Kaplan connected to a 4.0 MW generator  
Penstock: 1,130 feet 132 inch dia. steel pipe  
Location: Near Montrose, Colorado
  
2. South Canal Drop 3 Hydroelectric  
*Expected Commissioning 2013*  
Head: 47.3 feet  
Flow: 1000 CFS  
CHEC- Vertical Kaplan connected to a 3.5 MW generator  
Penstock: 290 feet 132 inch dia. steel pipe  
Location: Near Montrose, Colorado
  
3. Fargo Hydroelectric  
*Expected Commissioning 2013*  
Head: Unit 1 140 feet, Unit 2 81 feet  
Flow: Unit 75 cfs, Unit 2 40 cfs  
CHEC- Two Horizontal Frances Turbines connected single 1.1 MW generator  
Penstock: 1,130 feet 132 inch dia. steel pipe  
Location: Near Montrose, Colorado

## TED SORENSON- DESIGN/OWN/ OPERATE HYDROELECTRIC PROJECTS

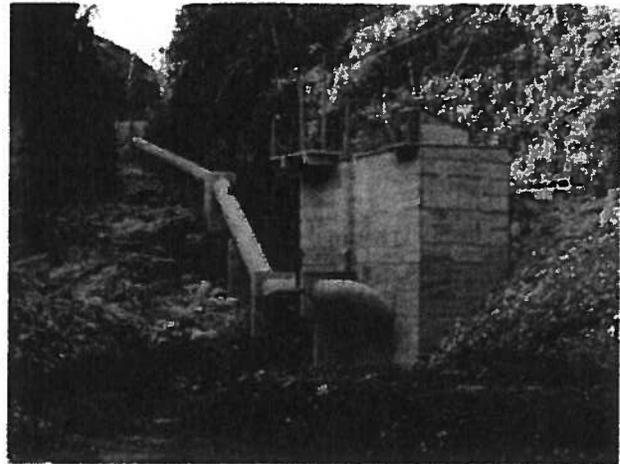
1. C-Drop Hydroelectric (Pictured Right)  
*Commissioned 2012*  
Head: 23 feet  
Flow: 700 cfs  
CHEC- Vertical Kaplan connected to a 1.1  
MW generator  
Location: Klamath Falls, Oregon  
CONSTRUCTION COST [REDACTED]

2. Lower Turnbull Hydroelectric  
*Commissioned 2011*  
Head 150feet  
Penstock 2,215 L.F. of 108-inch dia. pipe,  
Flow: 700 CFS  
CHEC- Vertical Frances connected to 7.8  
MW generator,  
Transmission Line: 1.7 miles  
Location: Near Fairfield, Montana  
Construction Cost: [REDACTED]

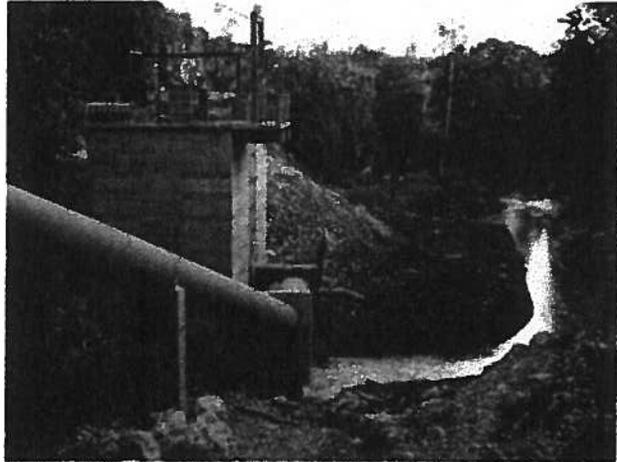
3. Upper Turnbull Hydroelectric (Pictured Right)  
*Commissioned 2011*  
Head 100feet  
Penstock 967 L.F. of 108-inch dia. pipe,  
Flow: 700 CFS  
CHEC-Vertical Frances connected to 5.7  
MW generator,  
Transmission Line: 1.3 miles  
Location: Near Fairfield, Montana  
Construction Cost: [REDACTED]



4. Belize Hydroelectric (Pictured)  
*Commissioned 2007*  
Head 120 feet  
Penstock 550 L.F. of 72-inch diameter pipe  
Flow: 375 CFS  
CHEC- Two Frances Turbines connected to Single 3.4 MW generator  
Transmission Line: 61 miles  
Location: Toledo District, Belize, Central America  
Construction Cost: [REDACTED]



5. Pancheri Hydroelectric  
*Commissioned 2010*  
Head 503 feet  
Flow 9 cfs  
CHEC- Twin Jet Pelton , 290 KW  
Penstock: 10,000 feet 20 inch dia.  
Location: Near Howe Idaho  
Cost: [REDACTED]



6. Tiber Dam Hydroelectric (Pictured Right)  
*Commissioned 2004*  
Head 175 feet  
Penstock 90 L.F. of 96-inch diameter pipe  
Flow: 700 cfs  
Gilkes-Frances Turbines connected to  
Single 7.5 MW generator  
Transmission Line: 1 mile  
Location: Liberty County, Montana  
Construction Cost: [REDACTED]



7. Marsh Valley Hydroelectric Facility  
*Commissioned 1993*  
Head 100 feet  
Penstock 600 L.F. of 60-inch diameter  
pipe  
Flow: 250 cfs  
Chinese (Not CHEC)- Two Frances  
Turbines connected to Single 1900 KW  
generator  
Transmission Line: 3 miles  
Location: Bannock County, Idaho  
Construction Cost: [REDACTED]



8. Oregon North Fork Sprague River  
Hydroelectric Project  
*Commissioned 1988*  
Head 185 feet  
5,700 L.F. of 51" Diameter Steel pipe  
Penstock through rough mountain  
canyon terrain  
Flow 100 cfs  
Bouvier- Twin Frances Turbines mounted  
on Single Generator  
1,230 KW Induction Generator  
Utility Grade Switchgear, 6 miles of 14 KV  
transmission line  
Location: Near Klamath Falls, Oregon  
Construction Cost: [REDACTED]

9. Schaffner Ranch Hydroelectric Facility  
*Commissioned 1986*  
Head 1,230 feet  
Penstock 11,000 L.F.  
18" Diameter Steel pipe  
Flow 5 cfs  
Gilkes- Pelton Turbine  
440 KW Induction Generator

Utility Grade Switchgear, 2.5 miles high voltage (46 KV) transmission line  
Location: Lemhi County, Idaho  
Construction Cost: [REDACTED]

10. Birch Creek Hydroelectric Facility

*Commissioned 1986*

Head 517 feet

22,000 L.F. 51" Diameter Steel pipe Penstock; 12 miles trapezoidal canal

Flow 75 cfs

Gilkes-Twin Jet Turgo Turbine (1986)

CHEC- Pelton Wheel (re-powered in 2007)

2,700 KW Synchronous Generator

Utility Grade Switchgear

Location: Clark County, Idaho

Construction Cost: [REDACTED]

**TED SORENSON- OWNED HYDROELECTRIC PROJECTS, NOT DESIGNED BY  
SORENSON ENGINEERING**

---

1 Dry Creek Hydroelectric Project

*Commissioned 2000*

Head: 1,220 feet

Flow: 55 CFS

Gilkes- 3.4 MW

Penstock: 60,000 feet 42 inch dia. steel pipe

Location: Near Howe Idaho



March 29, 2012

To: PacifiCorp  
Subject: St. Anthony, ID Hydro Project

Northwest Farm Credit Services has worked with Ted & Gayle Sorenson for over ten years. They are an excellent customer for us with all loans performing as agreed. We currently have financing in place on several of Sorenson's existing hydro projects and would gladly provide up to [REDACTED] in new financing to purchase and rebuild the St. Anthony, ID hydro project, subject to normal underwriting and due diligence on the project. If you have any questions regarding our financing relationship with the Sorensens or their ability to provide adequate funding for the project, please do not hesitate to call me at 208-732-1038.

Sincerely,

  
Valentin Celaya  
Relationship Manager / VP

**Ted and Gayle Sorenson**  
**Statement of Assets and Liabilities**  
**As of January 1, 2012**

**ASSETS:**

**Cash:**

[REDACTED]

**Total Cash Accounts**

[REDACTED]

**Stocks and Bonds:**

[REDACTED]

**Total**

[REDACTED]

**Personal automobiles, boats, etc**

[REDACTED]

**Total**

[REDACTED]

**Furniture and Jewelry:**

**Silver and Gold**

**Real Estate:**

[REDACTED]

**Total Real Estate**

[REDACTED]

**Retirement Accounts:**

[REDACTED]

**Total Retirement Accounts**

[REDACTED]

**Total Non-Business Assets**

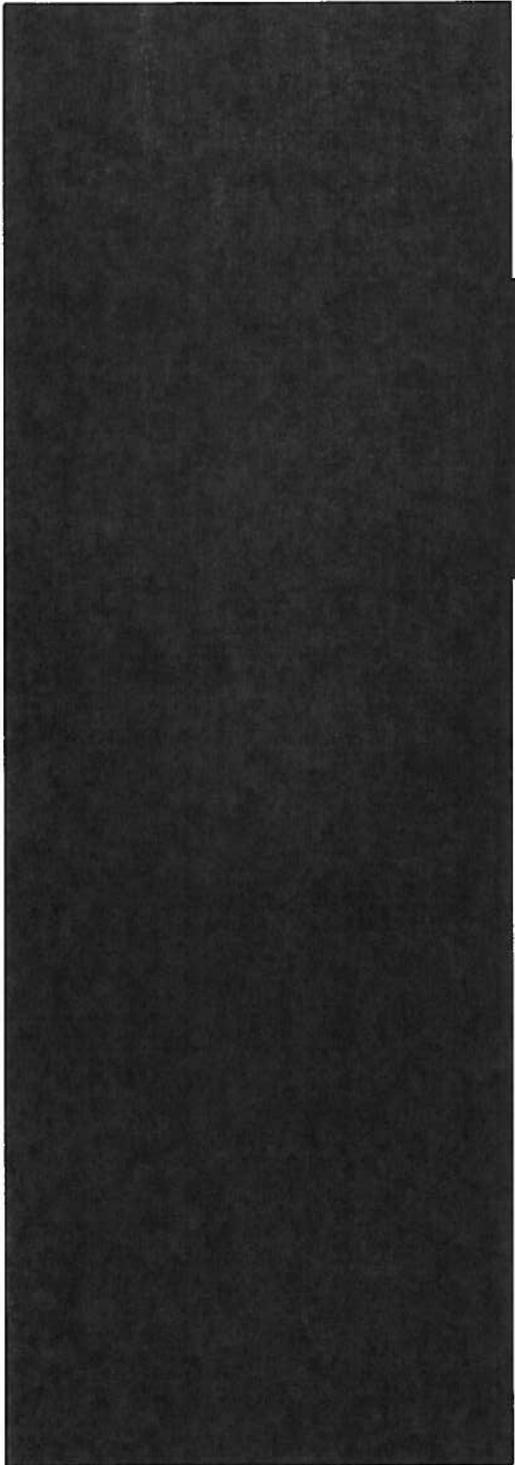
[REDACTED]

*Gayle A. Sorenson 1/31/2012*

*Ted Sorenson 1/31/2012*

**Ted and Gayle Sorenson**  
**Statement of Assets and Liabilities**  
**As of January 1, 2012**

**Business Investments:**

Gayle A. Sorenson, P.A.: (cash)

*Gayle A. Sorenson* 1/31/2012

*Ted Sorenson* 1/31/2012



**Ted and Gayle Sorenson**  
**Statement of Assets and Liabilities**  
**As of January 1, 2012**

[REDACTED]

Total

[REDACTED]

Total Business Assets

[REDACTED]

TOTAL ASSETS

[REDACTED]

PERSONAL LIABILITIES:

[REDACTED]

NET WORTH

[REDACTED]

*Gayle G. Sorenson* 1/31/2012

*Ted Sorenson* 1/30/2012

**REDACTED EXHIBIT NO. 3**  
**FULLY EXECUTED AGREEMENT**  
**OF PURCHASE AND SALE**

**EXECUTION COPY**

**AGREEMENT OF PURCHASE AND SALE**

**by and between**

**ST. ANTHONY HYDRO LLC, as "Buyer"**

**and**

**PACIFICORP, as "Seller"**

**St. Anthony Hydroelectric Generating Plant**

**Dated as of December 20, 2012**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1. DEFINITIONS .....	1
ARTICLE 2. SALE AND PURCHASE OF DEVELOPMENT .....	3
2.1 Development Property to be Sold or Assigned.....	3
2.2 Assumption of Certain Liabilities .....	3
2.3 Instruments of Conveyance and Transfer.. ..	3
2.4 Purchase Price .....	3
2.5 Payment .....	3
2.6 Escrow Agent.....	3
2.7 Allocation of Property Taxes.....	3
2.8 Sales, Transfer and Other Taxes .....	4
2.9 Environmental Attributes.....	4
2.10 "As-Is" Sale; Disclaimer.....	4
2.11 Certain Excluded Property.....	7
2.12 Updated Exhibits.....	7
2.13 Allocation of Purchase Price to Real Property .....	7
ARTICLE 3. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS .....	7
3.1 Deliverables. ....	7
3.2 Representations, Warranties, and Covenants of Buyer.....	8
3.3 Necessary Regulatory Approvals.....	8
3.4 Third Party Consents.....	8
3.5 Litigation.....	8
ARTICLE 4. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS .....	9
4.1 Deliverables. ....	9
4.2 Representations, Warranties, and Covenants of Seller .....	9
4.3 Necessary Regulatory Approvals.....	10
4.4 Third Party Consents.....	10
4.5 Litigation.....	10
4.6 Title Insurance.. ..	10
4.7 Interconnection Agreement.....	10
ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF SELLER .....	10

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
5.1 Organization and Powers of Seller..	10
5.2 Authority Relative to Agreement; Governmental Authorization.....	11
5.3 Non-Contravention; Approvals.....	11
5.4 Title to the Development Assets; Claims, Liens, Assignment .....	11
5.5 Contracts and Commitments.....	11
5.6 Permits, Licenses, and Certificates..	11
5.7 Tax Matters.....	11
5.8 Compliance with Laws..	12
5.9 Legal Proceedings.....	12
5.10 No Brokers.....	12
5.11 Known Defects.....	12
<b>ARTICLE 6. REPRESENTATIONS AND WARRANTIES OF BUYER .....</b>	<b>12</b>
6.1 Organization and Powers of Buyer.....	12
6.2 Authority; Governmental Authorization and Approvals. ....	12
6.3 Non-Contravention. ....	12
6.4 No Brokers.....	13
<b>ARTICLE 7. COVENANTS OF SELLER.....</b>	<b>13</b>
7.1 Conduct of Business. ....	13
7.2 Indemnification by Seller.....	13
7.3 General Pre-Closing Obligations. ....	13
7.4 Preserve Relationships.....	14
7.5 Maintain Properties.....	14
7.6 Notification.....	14
7.7 Delivery of Physical Records.....	14
7.8 Response to Requests.....	14
7.9 Decommissioning of Interconnect Facilitie.....	14
<b>ARTICLE 8. COVENANTS OF BUYER.....</b>	<b>14</b>
8.1 Transfer of Operation.....	14
8.2 Indemnification by Buyer. ....	14
8.3 General Pre-Closing Obligations.....	15

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
8.4 Response to Requests.....	15
8.5 Covenant Regarding Retail Service.....	<b>Error! Bookmark not defined.</b> 15
<b>ARTICLE 9. CLOSING.....</b>	<b>15</b>
9.1 Time and Place.....	15
9.2 Actions at Closing.....	16
9.3 Failure of Conditions Precedent; Waiver. ....	16
9.4 Further Assurances.....	16
<b>ARTICLE 10. SURVIVAL OF WARRANTIES, REPRESENTATIONS, AND COVENANTS.....</b>	<b>16</b>
10.1 Survival.....	16
10.2 Time for Bringing Action. ....	16
<b>ARTICLE 11. TERMINATION .....</b>	<b>17</b>
11.1 Termination.....	17
11.2 Effect of Termination.....	17
<b>ARTICLE 12. LIMITATION OF LIABILITY.....</b>	<b>18</b>
<b>ARTICLE 13. CONFIDENTIALITY .....</b>	<b>18</b>
<b>ARTICLE 14. MISCELLANEOUS.....</b>	<b>18</b>
14.1 Assignment.....	18
14.2 No Discharge.....	18
14.3 Allocation.....	18
14.4 Tax-Free Exchange.....	19
14.5 Post-Closing Access.....	19
14.6 Termination of Use of Name and Logo.....	19
14.7 No Reliance.....	19
14.8 Public Announcements.....	19
14.9 Time of the Essence.....	19
14.10 Amendment.....	19
14.11 Section Headings.....	19
14.12 Waiver.....	19
14.13 Choice of Law.....	19

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
14.14 Notices.....	20
14.15 Counterparts.....	20
14.16 Construction of Agreement.....	20
14.17 Entire Agreement.....	20

**EXHIBITS**

EXHIBIT A	PROPERTY INCLUDED IN SALE
EXHIBIT B	PERMITTED ENCUMBRANCES
EXHIBIT C	EXCLUDED PROPERTY
EXHIBIT D	EXCLUDED LIABILITIES
EXHIBIT E	PROJECT CONTRACTUAL OBLIGATIONS DELEGATED TO BUYER
EXHIBIT F	NON-COMPLIANCE ITEMS
EXHIBIT G	KNOWN DEFECTS TO PROJECT
EXHIBIT H	PACIFICORP'S NECESSARY REGULATORY APPROVALS THIRD PARTY CONSENTS
EXHIBIT I	FORM OF DEED AND BILL OF SALE
EXHIBIT J	FORM OF POWERLINE EASEMENTS
EXHIBIT K	FORM OF ACCESS EASEMENT
EXHIBIT L	

**ST. ANTHONY HYDROELECTRIC GENERATING PLANT  
AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT OF PURCHASE AND SALE ("Agreement")**, effective as of the last date executed by either of the Parties ("**Effective Date**"), is by and between St. Anthony Hydro LLC, a limited liability company organized and existing under the laws of Idaho ("**Buyer**"), and PacifiCorp, a corporation organized and existing under the laws of Oregon ("**Seller**"). Buyer and Seller are sometimes referred to herein together as "**Parties**" and each individually as a "**Party**."

**RECITALS**

WHEREAS, Seller owns and operates a diversion dam, canal intakes, powerhouse, turbine-generators, outbuildings, water rights and other related property upon certain real property hereinafter defined, that collectively comprises the St. Anthony Hydroelectric Generating Plant in St. Anthony, Idaho (the "**Development**"); and

WHEREAS, the Parties have engaged in discussions regarding the sale of the Development and Buyer has conducted due diligence to its satisfaction; and

WHEREAS, both Seller and Buyer wish to enter into a contract for the sale of the Development.

NOW THEREFORE, both Parties hereby agree as follows.

**ARTICLE I.  
DEFINITIONS**

The following terms shall have the respective meanings set forth below, whether used in singular or plural:

- 1.1 "**Access Easement**" mean the easement granted to Buyer at Closing in the form of Exhibit K.
- 1.2 "**Assumed Liabilities**" means all liabilities associated with, relating to or existing in connection with the Development Assets, including without limitation the Contractual Obligations and Permitted Liens, but not including the Excluded Liabilities.
- 1.3 "**Closing**" means the completion of the transfer of Development ownership contemplated in this Agreement, which shall not occur until the Escrow Agent has deemed the transaction complete, in accordance with the instructions given the Escrow Agent by the Parties.
- 1.4 "**Closing Date**" means the date when Closing occurs.
- 1.5 "**Commercially Reasonable Efforts**" means the efforts, time and costs that a reasonable, prudent person desirous of achieving a result would use, expend or incur in similar commercial circumstances to ensure that such result is achieved within a reasonable period of time.
- 1.6 "**Contractual Obligations**" means the obligations to be assumed by Buyer set forth in Exhibit E.

- 1.7 **“Destruction Notice”** shall have the meaning set forth in Section 7.7.
- 1.8 **“Development”** is defined in the Recitals.
- 1.9 **“Development Assets”** is defined in Section 2.1.
- 1.10 **“Effective Date”** is defined in the preamble.
- 1.11 **“Escrow Agent”** shall have the meaning set forth in Section 2.6.
- 1.12 **“Excluded Liabilities”** means the liabilities set forth in **Exhibit D**.
- 1.13 **“Excluded Property”** means property set forth on **Exhibit C**, plus any other Seller property not set forth in **Exhibit A**.
- 1.14 **“Necessary Regulatory Approvals”** means (i) any legally required or prudent approval by, exemption from or notice to, the public utility or service commissions, or state legislatures, of the states of California, Idaho, Oregon, Utah, Washington, and Wyoming, of the transactions contemplated by this Agreement; (ii) FERC approval of the transfer of the Development to Buyer and the re-commissioning of the Development Assets by Buyer; and (iii) any other approval from any governmental entity, state or federal, if deemed to be required in the sole, reasonable discretion of Seller.
- 1.15 **“Permitted Encumbrances”** means such existing liabilities or obligations running with the Development and set forth in **Exhibit B**.
- 1.16 **“Permitted Liens”** means with respect to the Real Property: (a) liens for property taxes and installments of assessments and charges of governmental authorities not yet due and payable as of the Closing Date, (b) liens incurred in the ordinary course of business (including inchoate workman’s and mechanics liens and inchoate liens incurred in connection with worker’s compensation, unemployment insurance, social security and other laws) which do not secure any amounts currently due and which do not currently present any risk of sale of the property subject to the lien, (c) prior to the Closing Date, liens incurred in the ordinary course of business which are discharged in full by the Closing Date, (d) liens created by the act or omission of Buyer, and (e) the Permitted Encumbrances. Notwithstanding the foregoing, all monetary liens or monetary encumbrances on the property suffered or created by Seller, except for liens of general and special taxes and assessments not yet due and payable, are not Permitted Liens and shall be eliminated by Seller on or prior to the Closing Date.
- 1.17 **“Powerline Easements”** mean the easements granted back to Seller at Closing in the form of **Exhibit J**.
- 1.18 **“Prevailing Mountain Time”** or **“PMT”** means Mountain Standard Time or Mountain Daylight Time, as applicable on the day in question.
- 1.19 **“Prudent Electrical Utility Practices”** means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Electrical Utility Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.
- 1.20 **“Purchase Price”** has the meaning set forth in Section 2.4.

1.21 "RECs" and "RECs Period" shall have the respective meanings set forth in Section 2.9.1.

1.22 "Real Property" means that portion of the Development Assets comprised of real property, as set forth in Exhibit A.

1.23 "Title Company" means the title company the Parties have selected to provide title insurance.

1.24 "Transfer Taxes" shall have the meaning set forth in Section 2.8.

1.25 "Water Rights" means water rights as described on attached Exhibit A.

## ARTICLE 2. SALE AND PURCHASE OF DEVELOPMENT

2.1 **Development Property to be Sold or Assigned.** Subject to all terms and conditions of this Agreement, Seller agrees to sell and assign, and Buyer agrees to buy and assume, all of Seller's right, title and interest in, to and under the Development property listed in Exhibit A ("Development Assets").

2.2 **Assumption of Certain Liabilities.** Upon Closing, Buyer shall assume all the Assumed Liabilities.

2.3 **Instruments of Conveyance and Transfer.** In accordance with the terms hereof, and at the time described herein, the Parties shall deliver signed counterparts of such deeds, bills of sale, endorsements, assignments, consents, and other good and sufficient instruments of conveyance and assignment as shall be effective (i) to vest in Buyer title in the Development Assets, subject only to the Permitted Liens, (ii) to effectuate the assumption by Buyer of the Assumed Liabilities; and (iii) to vest in Seller title to RECs as provided in Section 2.9.1. Such instruments of conveyance and transfer shall be in such forms as are set forth in Exhibit I.

2.4 **Purchase Price.** The Purchase Price for the Development shall be [REDACTED] ("Purchase Price").

2.5 **Payment.**

2.5.1 Buyer shall pay the Purchase Price plus any additional amount due and payable by Buyer pursuant to this Agreement (including but not limited to Sections 2.7, 2.8, 4.5 and 9.2) at Closing.

2.5.2 Seller shall pay any amounts due and payable by Seller pursuant to this Agreement (including but not limited to Sections 2.7, 2.8, 4.5 and 9.2) at Closing.

2.6 **Escrow Agent.** The Parties have mutually designated First American Title Company ("Escrow Agent") as the Escrow Account holder under this Agreement.

2.7 **Allocation of Property Taxes.** Seller is a centrally assessed taxpayer for purposes of property taxes in the state of Idaho and its various items of property, including the Development, are not separately assessed. Seller has determined that the amount of state and local property taxes attributable to the Development for 2012 will be [REDACTED]

[REDACTED] Seller and Buyer hereby agree that state and local property taxes shall be

allocated *pro rata*, on a daily basis as of the Closing Date, that Buyer shall pay its *pro rata* share to Seller at Closing, and that Seller shall pay (through Escrow or otherwise), all property taxes for the Development during the calendar year in which Closing occurs.

**2.8 Sales, Transfer and Other Taxes.** Any sales, transfer, purchase, use, or similar tax or fees (other than capital gains tax) that may be payable by reason of the sale of all or a portion of the Development ("Transfer Taxes") shall be borne by the Party who is liable for such tax under the law.

**2.9 Environmental Attributes.**

2.9.1 Buyer agrees to assign to Seller all of the environmental attributes or renewable energy credits, whether or not certificated, and all rights to claim generation in the Western Renewable Energy Generation Information System ("WREGIS" and such WREGIS rights collectively with such environmental attributes and renewable energy credits, "RECs") associated with the Development and generation therefrom from the Closing Date until midnight, December 31 on the tenth (10<sup>th</sup>) full year after the Closing Date ("RECs Period"). RECs include without limitation all "Environmental Attributes," "Renewable Attributes" and "Green Attributes" as such terms are defined in the California Public Utilities Commission Decision 08-08-028 (August 2008).

2.9.2 During the RECs Period, Seller may obtain, in its discretion and without being obligated to do so, at its own expense, certification or qualification under any applicable state or federal programs for the Development or RECs related to the Development's generation and shall be entitled to, at its own expense, make any Development modifications, such as meter upgrades, or establish one or more accounts in WREGIS, required for the Development or the RECs generated therefrom to qualify.

2.9.3 As of the Effective Date, Seller is not obligated to obtain or to renew any qualifications or certifications for the Development or RECs from Development generation under any present or future renewable or other standard or program.

2.9.4 Buyer agrees to operate the Development during the RECs Period in a manner consistent with Prudent Electrical Utility Practices to maximize production.

2.9.5 Seller and Buyer expressly disclaim any representation or warranty that there are or will be RECs available from the Development or that the RECs from the Development, if any, have any value or would qualify for any purpose under any present or future state or federal program.

2.9.6 Buyer shall cooperate with Seller in effectuating the provisions of this Article 2 and shall execute such documents which are reasonably necessary to consummate, facilitate or effectuate the transactions contemplated hereby.

**2.10 "As-Is" Sale; Disclaimer.**

2.10.1 THE DEVELOPMENT ASSETS ARE SOLD TO BUYER "AS IS, WHERE IS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE GENERATING CAPABILITY OF THE

DEVELOPMENT, THE ABILITY OF BUYER TO GENERATE OR SELL ELECTRICAL ENERGY, OR THE ABILITY OF BUYER TO OPERATE THE DEVELOPMENT ASSETS PROFITABLY. WITHOUT LIMITING THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, USAGE OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE DEVELOPMENT ASSETS, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE OF THE ASSETS WITH ANY LAWS, OR AS TO THE CONDITION OF THE ACQUIRED ASSETS, OR ANY PART THEREOF, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS HAD (I) THE RIGHT AND ABILITY TO FULLY INVESTIGATE AND INSPECT THE DEVELOPMENT AND TO REQUEST ANY INFORMATION REGARDING THE DEVELOPMENT THAT BUYER DEEMS NECESSARY; AND (II) THE OPPORTUNITY TO SEEK RELEVANT ADVICE FROM APPROPRIATE EXPERTS AND OTHER CONSULTANTS.

2.10.2 BUYER FURTHER AND SPECIFICALLY AGREES, SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, THAT IT SHALL TAKE THE REAL PROPERTY "AS-IS," "WHERE-IS," AND WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS (COLLECTIVELY, THE "DISCLOSURES") PROVIDED OR MADE TO BUYER OR ITS CONSTITUENTS BY SELLER OR ANY OF SELLER'S AFFILIATES OR REPRESENTATIVES CONCERNING THE CONDITION OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES OF SELLER EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. BUYER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN ANY CONVEYANCE DOCUMENT OR CERTIFICATION. BUYER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS ABOVE, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE

GOVERNMENTAL AUTHORITY OR BODY INCLUDING WITHOUT LIMITATION ZONING, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER) HEREBY WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR SELLER'S AFFILIATES BASED ON (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED, (B) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY, OR (C) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY, EXCEPT FOR CLAIMS BASED UPON A BREACH OF ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. WITHOUT LIMITATION UPON BUYER'S RIGHT TO RELY ON THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER) SHALL ASSUME THE RISK THAT ADVERSE MATTERS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER), UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S AFFILIATES)

FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN DESIGN OR CONSTRUCTION, OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, LIABILITIES EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT FOR BREACHES BY SELLER OF THE EXPRESS PROVISIONS OF THIS AGREEMENT OR ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. THE PROVISIONS OF THIS SECTION 2.10.2 SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

**2.11 Certain Excluded Property.** Buyer acknowledges that Seller has or is partitioning certain real property, a portion of which comprises the Real Property and a portion of which constitutes Excluded Property (as set forth in Exhibit C) ("Partitioned Property"). As such, Seller shall retain ownership of such Excluded Property and the assets situated thereon, including without limitation the substation, powerlines and related equipment/improvements. Buyer agrees that it will not object to the partitioning and permitting of the Partitioned Property.

**2.12 Updated Exhibits.** At any time prior to the date that occurs fifteen (15) business days before the Closing, Seller may revise and update the disclosures set forth in the exhibits to this Agreement by providing a written certificate (each, an "Update Certificate") to Buyer setting forth such updated information. At Closing, the exhibits shall be deemed modified by all such Update Certificates. If such Update Certificate discloses a condition that materially alters the value of the Development Assets, Buyer will have five (5) business days to notify Seller in writing of its election to request an equitable adjustment to the Purchase Price. If the Parties cannot mutually agree upon an equitable adjustment within five (5) business days following Seller's receipt of such notice, Buyer may elect to proceed to Closing without such adjustment or, as Buyer's sole remedy, Buyer shall be entitled to terminate this Agreement. If Buyer does not send Seller notice of its election to terminate on or before the date that occurs two (2) days prior to the Closing, Buyer shall be deemed to have waived Buyer's right to terminate under this Section 2.12.

**2.13 Allocation of Purchase Price to Real Property.** [REDACTED]  
[REDACTED] of the Purchase Price shall be allocated to the Real Property.

### ARTICLE 3. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

Seller's obligation to sell the Development Assets and perform its obligations under Article 2 is subject to the fulfillment, prior to or at Closing, of each of the following conditions unless waived in writing by Seller on or prior to the Closing:

**3.1 Deliverables.** Buyer shall deliver or shall cause to be delivered to Seller, the following:

- 3.1.1 Original counterparts to the each of the instruments of assignment and transfer necessary to consummate the transactions under Article 2, including a quitclaim deed and bill of sale substantially in such forms as are set forth in Exhibit I, each such counterpart being properly executed by an authorized representative of Buyer, and such other instruments of assignment and assumption as Seller and its counsel may reasonably request.
- 3.1.2 The Purchase Price.
- 3.1.3 The Powerline Easements and Access Easement.
- 3.1.4 A letter agreement signed by an authorized representative of [REDACTED] substantially in the form of Exhibit L.
- 3.1.5 A certificate executed by the appropriate representative of Buyer, certifying as of the Closing Date: (a) a true and correct copy of the action of Buyer authorizing the execution, delivery and performance of this Agreement and the related documents to be executed by it, and the consummation of the transactions contemplated hereby and thereby; (b) a true and correct copy of Buyer's charter documents; and (c) incumbency matters.
- 3.1.6 All other documents which are reasonably necessary to consummate the transactions contemplated hereby or reasonably necessary to demonstrate or evidence the delivery of the items, required to be delivered under this Agreement.
- 3.2 **Representations, Warranties, and Covenants of Buyer.** All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, except for representations and warranties specifically referring to another date, and except as modified by revised Schedules hereto, dated the Closing Date; and as of the Closing Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.
- 3.3 **Necessary Regulatory Approvals.** All Necessary Regulatory Approvals shall have been obtained and be in effect at the Closing Date, all on terms acceptable to Seller, in its sole discretion. Seller shall use Commercially Reasonable Efforts to obtain the Necessary Regulatory Approvals and shall in good-faith support any filings before regulatory agencies.
- 3.4 **Third Party Consents.** Seller shall have obtained (a) the release of the Development Assets from any applicable existing mortgages or deeds of trust, and (b) the legally required consents of third parties, including government agencies, in form and substance reasonably satisfactory to Buyer and reasonably necessary for the sale of the Development Assets as contemplated by this Agreement. Any conditions of any third party consent agreed to by Seller that reasonably could affect Buyer shall be disclosed in a revised version of Exhibit H prior to Closing.
- 3.5 **Litigation.** At the Closing Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party agrees to use Commercially Reasonable Efforts, including appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule

or regulations shall have been enacted or be in effect, by any state or federal government or governmental agency in the United States that would prevent, prohibit, restrict or limit the consummation of such transactions.

**ARTICLE 4.**  
**CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

Buyer's obligation to purchase the Development Assets, assume the Assumed Liabilities and otherwise perform its obligations under Article 2 is subject to the fulfillment, prior to or at Closing, of each of the following conditions unless waived in writing by Buyer at or prior to the Closing:

- 4.1 **Deliverables.** Seller shall deliver or shall cause to be delivered to Buyer, the following:
- 4.1.1 Original counterparts to the each of the instruments of assignment and transfer necessary to consummate the transactions under Article 2, including a quitclaim deed and bill of sale substantially in the forms as are set forth in Exhibit I, each such counterpart being properly executed by an authorized representative of Seller, and such other instruments of assignment and assumption as Buyer and its counsel may reasonably request.
  - 4.1.2 The Powerline Easements and the Access Easement.
  - 4.1.3 A certificate executed by the appropriate representative of Seller, certifying as of the Closing Date: a) that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are duly authorized by Buyer, and (b) incumbency matters.
  - 4.1.4 An affidavit from Seller, stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a foreign person, pursuant to section 1445(b)(2) of the Internal Revenue Code of 1986 and Treasury Regulation 1.1445-2(b)(2)(iii)(B) (or any similar provision of state or other Tax Law).
  - 4.1.5 Documents which are reasonably necessary to evidence the release of Seller's mortgage on the Development Assets.
  - 4.1.6 All other documents which are reasonably necessary to consummate the transactions contemplated hereby or reasonably necessary to demonstrate or evidence the delivery of the items, required to be delivered under this Agreement.

4.2 **Representations, Warranties, and Covenants of Seller.** All representations and warranties made in this Agreement by Seller shall be true and correct in all material respects as of the Closing Date as fully as though such representations and warranties had been made on and as of the Closing Date, except for representations and warranties specifically referring to another date, and except as modified by revised Schedules hereto, dated the Closing Date; and as of the Closing Date, Seller shall have complied in all material respects with all covenants made by it in this Agreement. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS (COLLECTIVELY, THE "DISCLOSURES") PROVIDED OR MADE TO BUYER OR ITS CONSTITUENTS BY SELLER OR ANY OF SELLER'S AFFILIATES OR REPRESENTATIVES CONCERNING THE CONDITION OF THE DEVELOPMENT ASSETS ARE NOT REPRESENTATIONS OR WARRANTIES OF SELLER EXCEPT TO

THE EXTENT EXPRESSLY SET FORTH HEREIN OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. BUYER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE DEVELOPMENT ASSETS AND THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN ANY CONVEYANCE DOCUMENT OR CERTIFICATION.

**4.3 Necessary Regulatory Approvals.** All Necessary Regulatory Approvals shall have been obtained and be in effect at the Closing Date, all on terms that do not have a material adverse effect on Buyer's operations or financial condition. Buyer shall use Commercially Reasonable Efforts to assist Seller to obtain the Necessary Regulatory Approvals and shall in good-faith support any filings before regulatory agencies.

**4.4 Third Party Consents.** Buyer shall have obtained any legally required consents of third parties, including government agencies, in form and substance satisfactory to Seller in its sole discretion, necessary for consummation of the transactions contemplated by this Agreement; provided that if requested by Seller, Buyer shall countersign such consents to evidence Buyer's assumption of the Assumed Liabilities.

**4.5 Litigation.** At the Closing Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party agreeing to use Commercially Reasonable Efforts, including appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule or regulations shall have been enacted or be in effect, by any state or federal government or governmental agency in the United States that would prevent, prohibit, restrict or limit the consummation of such transactions.

**4.6 Title Insurance.** Title Company shall issue a standard policy of title insurance (or a commitment to issue the same) at Seller's expense that (i) is in form and substance and contains such requirements, modifications and endorsements as Buyer may reasonably approve, (ii) provides coverage in the amount allocated to the Real Property pursuant to Section 2.12, (iii) insures (or commits to insure, as applicable) that Buyer is the owner of fee title to the portion of the Real Property, (v) names Buyer as the insured, (vi) is issued as of the date of Closing by Title Company, and (vii) shows as exceptions only the Permitted Liens.

**4.7 Interconnection Agreement.** Seller shall have delivered a standard small generator interconnection agreement pursuant to which Seller shall provide Buyer with interconnect services

## ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants the following to be true at the time of Closing:

**5.1 Organization and Powers of Seller.** Seller is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in

the State of Idaho. Seller has all requisite power and authority to own and operate the Development Assets and to carry on its business as now conducted.

**5.2 Authority Relative to Agreement; Governmental Authorization.** Seller has the corporate power and authority to execute and deliver this Agreement and, subject to obtaining the Necessary Regulatory Approvals, Seller has the authority to consummate the transactions contemplated by this Agreement, and this Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought.

**5.3 Non-Contravention; Approvals.** Except for the Necessary Regulatory Approvals and the consents and approvals required under the terms of contracts, permits, authorizations, easements, and rights of way included in the Development Assets, the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not violate, conflict with, result in a breach of any provision of or constitute a default under, or result in the termination of any note, bond, mortgage, deed of trust, contract, lease, or other instrument, obligation or agreement of any kind to which Seller is now a party or by which any of its assets may be bound or affected, or any of the charter documents of Seller.

**5.4 Title to the Development Assets; Claims, Liens, Assignment.** Except with respect to the Permitted Liens, to the best of Seller's knowledge: (a) the Development Assets are not subject to any claims of abandonment, forfeiture or adverse possession (except to the extent of any such claims by Seller or as may be set forth in Exhibit G); (b) the Development Assets are free from any liens, fees, charges or unpaid taxes; and (c) no part of the Development Assets has been transferred or assigned to any third person.

**5.5 Contracts and Commitments.** To the best of Seller's knowledge, except for the Contractual Obligations identified on Exhibit E and except for those not primarily related to the Development Assets, Seller is not a party to or bound by any oral or written: (a) express contract for personal services or employment that is not terminable, without liability or expense, by Seller on notice of ninety (90) days or less; (b) contract or commitment for Development capital expenditures in excess of ten thousand dollars (\$10,000) total cost; or (c) contract, agreement, or obligation that is material to the business or operation of the Development.

**5.6 Permits, Licenses, and Certificates.** To the best of its knowledge, Seller has all material permits, licenses, certificates, and other governmental authorizations currently required for Seller to own the Development Assets and to operate the Development Assets as presently operated, and, assuming ongoing proper action by the other party thereto or the issuer thereof, all such permits, licenses, tariffs, franchises, certificates, and governmental authorizations are valid and in effect.

**5.7 Tax Matters.** Subject to Section 2.7 of this Agreement, Seller has duly filed with the appropriate governmental agencies all material tax returns and tax reports due and required to be filed by Seller with respect to the Development Assets, and will have paid or provided for the payment of all such taxes due and payable through the date of Closing.

**5.8 Compliance with Laws.** To the best of Seller's knowledge, except as set forth in Exhibit F, Seller's ownership of the Development Assets has been and is in material compliance with all applicable laws, rules, orders, regulations or restrictions applicable to Seller, except: (a) any past noncompliance that has been cured; and (b) noncompliance that does not materially interfere with the ownership and use of the Development Assets. Except as set forth in Exhibit F, Seller has received no notice of violation or notice of noncompliance relating to the Development with respect to any law, regulation, or governmental restriction applicable to the Development.

**5.9 Legal Proceedings.** To the best of Seller's knowledge there are no material claims, actions, suits, inquiries, investigations, or proceedings, pending or threatened, relating to the Development or to the operation of the Development Assets, before any federal, state, or local court or other governmental or regulatory body, or any arbitrator, United States or foreign.

**5.10 No Brokers.** Seller has not employed any broker or finder in connection with the transactions contemplated by this Agreement, and it has taken no action that would give rise to a valid claim against any Party for a brokerage commission, finder's fee, or other like payment by Buyer.

**5.11 Known Defects.** Except for those listed in Exhibit G, Seller knows of no defect with respect to Seller's operation of the Development Assets or any environmental condition, latent or otherwise that causes Seller to be in violation of any Applicable Laws.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants the following to be true at the time of Closing:

**6.1 Organization and Powers of Buyer.** Buyer is a limited liability company, duly organized and validly existing under the laws of the State of Idaho, and is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to purchase, own and operate the Development Assets, and to pay the Purchase Price according to the terms of this Agreement.

**6.2 Authority; Governmental Authorization and Approvals.** Buyer has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally. No declaration, filing, or registration with, or notice to, or authorization, consent or approval of any governmental or regulatory body or authority, or other third party, is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement.

**6.3 Non-Contravention.** The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination

of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a party or by which any of its assets may be bound or affected, or any charter documents of Buyer.

**6.4 No Brokers.** Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement, and it has taken no action that would give rise to a valid claim against any Party for a brokerage commission, finder's fee, or other like payment by Seller.

## **ARTICLE 7. COVENANTS OF SELLER**

**7.1 Conduct of Business.** Between the Effective Date of this Agreement and Closing, Seller shall continue to operate the Development in accordance with its practice during the preceding five (5) year period and shall perform any and all maintenance on the Development, including any work described in Section 7.5, in accordance with Prudent Electrical Utility Practices.

### **7.2 Indemnification by Seller.**

**7.2.1** From and after the Closing Date, Seller shall indemnify and hold harmless Buyer, its officers, directors, employees, affiliated corporations, representatives, agents, contractors and insurers and their respective successors and assigns from and against any and all claims, demands, suits, losses, costs and damages including reasonable attorneys' fees and/or litigation expenses arising from, based upon, attributable to or resulting from: (i) any material inaccuracy in any representation or warranty made by Seller contained in this Agreement or (ii) any material breach of any covenant of Seller under this Agreement.

**7.2.2** Buyer shall promptly provide notice to Seller when it becomes aware of any claim arising under the foregoing indemnification provision, including details relating to the claim, estimated costs, and involved parties. Seller may contest and defend in good faith any claim of a third party covered by the foregoing indemnification provision, provided such contest is made without cost or prejudice to Buyer, and provided that within ten (10) business days of the Seller's receipt of notice of the claim, Seller notifies Buyer of Seller's desire to defend and contest the claim. Buyer shall reasonably cooperate with Seller in Seller's investigation and response to any third party claim. If Seller does not notify Buyer of its desire to contest the claim, Seller shall reimburse Buyer upon submission of an invoice or other appropriate demand for any payment actually made by Buyer with respect to any claim to which the foregoing indemnity relates.

**7.3 General Pre-Closing Obligations.** Until Closing, and subject to the terms of this Agreement, Seller shall use Commercially Reasonable Efforts to effectuate the transactions contemplated by this Agreement and shall perform such acts reasonably required to carry out Seller's obligations under this Agreement and to consummate and complete this Agreement, including, without limitation of the foregoing, promptly making application for Necessary Regulatory Approvals.

**7.4 Preserve Relationships.** Seller will use Commercially Reasonable Efforts to maintain business relationships with entities that provide services and materials to the Development until Closing, except for changes made in the ordinary course of business.

**7.5 Maintain Properties.** Subject to Section 7.2, Seller shall maintain the Development Assets substantially in the same condition from the date of this Agreement until Closing, except for obsolescence, ordinary wear and tear, and damage due to casualty.

**7.6 Notification.** Seller will give Buyer prompt notice of any event or condition of any kind learned by Seller between the Effective Date of this Agreement and the Closing Date pertaining to and adversely affecting the Development Assets, excepting events or conditions affecting the hydroelectric business generally.

**7.7 Delivery of Physical Records.** Upon request by Buyer at or after the Closing Date, Seller will tender to Buyer copies of all relevant Development records. Such records and files shall be delivered at the location in Idaho where such records and files are stored by Seller. Seller will retain such property records and contracts files not retrieved by Buyer for a period of one year after Closing; *provided, however*, that Seller may, at any time after the Closing, notify Buyer of its intent to destroy or dispose of real property records and contracts files that Seller has retained (a "Destruction Notice"). If Buyer has not requested delivery of, and taken delivery of, records and files specified in the Destruction Notice within sixty (60) days after the effective date of such Destruction Notice, Seller shall thereafter have no obligation to retain such records and files and may destroy them.

**7.8 Response to Requests.** Seller shall not unreasonably withhold its consent to actions by Buyer which require Seller's consent, and shall in any event respond to Buyer's requests for consents within ten (10) days of receipt of such requests.

**7.9 Decommissioning of Interconnect Facilities.** As soon as reasonably practical before or after Closing, Seller shall decommission the existing interconnect between the Development and Seller's adjacent substation. If such decommissioning activities occur following Closing, Buyer shall grant Seller reasonable access to the Real Property for such purpose. Title to such equipment shall remain with Seller except as otherwise agreed by the Parties.

## **ARTICLE 8. COVENANTS OF BUYER**

**8.1 Transfer of Operation.** Buyer shall cooperate with Seller to transfer operation of the Development as provided in Section 9.

**8.2 Indemnification by Buyer.**

**8.2.1** From and after the Closing Date, Buyer shall indemnify and hold harmless Seller, its officers, directors, employees, affiliated corporations, representatives, agents, contractors, and insurers, and their respective successors and assigns, from and against any and all third party claims, demands, suits, losses, costs and damages of including reasonable attorneys' fees and/or litigation expenses arising from, based upon, attributable to or resulting from: (i) any material inaccuracy in any representation or warranty made by Buyer contained in this Agreement; (ii) any

material breach of any covenant of Buyer under this Agreement; (iii) any Assumed Liability; and (iv) Buyer's ownership and operation of the Development on and after the Closing Date, including without limitation third party claims asserting personal injury, death or damage to property and any claims associated with the Real Property or any structures remaining on the Real Property.

8.2.2 Seller shall promptly provide notice to Buyer when it becomes aware of any claim arising under the foregoing indemnification provision, including details relating to the claim, estimated costs, and involved parties. Buyer may contest and defend in good faith any claim of a third party covered by the foregoing indemnification provision, provided such contest is made without cost or prejudice to Seller, and provided that within ten (10) business days of the Buyer's receipt of notice of the claim, Buyer notifies Seller of Buyer's desire to defend and contest the claim. Seller shall reasonably cooperate with Buyer in Buyer's investigation and response to any such claim. If Buyer does not notify Seller of its desire to contest the claim, Buyer shall reimburse Seller upon submission of an invoice or other appropriate demand for any payment actually made by Seller with respect to any such claim to which the foregoing indemnity relates.

8.3 **General Pre-Closing Obligations.** Subject to the terms of this Agreement, Buyer shall use Commercially Reasonable Efforts to effectuate the transactions contemplated by this Agreement, including without limitation securing transaction funding and acquiring all Necessary Regulatory Approvals (other than those required by law to be obtained by Seller), and shall perform such acts reasonably required to carry out Buyer's obligations under this Agreement and to consummate and complete this Agreement.

8.4 **Response to Requests.** Buyer shall not unreasonably withhold its consent to actions by Seller which require Buyer's consent, and shall in any event respond to Seller's requests for consents within ten (10) days of receipt of such requests.

8.5 **Covenant Regarding Retail Service.** On and after Closing, Seller shall supply all retail electric services needs associated with the Development pursuant to then-current rates as approved by the Idaho Public Utilities Commission. Buyer covenants and agrees that it will separate all electrical loads associated with the Development so that such electrical loads can be served directly via facilities of Seller near the Development. Buyer further covenants and agrees that it is will not draw electrical load associated with the Development from its point of generator interconnection with any electrical facilities other than those owned by Seller.

## ARTICLE 9. CLOSING

9.1 **Time and Place.** The Closing shall take place on or before July 31, 2013, or such other date that is agreed to by the Parties; provided that either Party may request that the other Party consent to extend such date for a reasonable period of time, and such consent may not be unreasonably withheld (in the case of delays with respect to Necessary Regulatory Approvals or otherwise). The Closing shall be held at the office of the Escrow Agent, or at such other place as the Parties may mutually agree. At least thirty (30) days prior to the Closing Date, each Party

shall send the other Party written confirmation that it will be willing and able to perform all of its Closing obligations on the Closing Date.

**9.2 Actions at Closing.** At the Closing, the following events shall occur, each being declared to have occurred simultaneously with the other:

9.2.1 All documents to be recorded and funds to be delivered hereunder shall be delivered to the Escrow Agent in escrow, to hold, deliver, record and disburse in accordance with supplemental escrow instructions, the form and content of which shall be agreed to by the Parties prior to Closing.

9.2.2 At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

- (i) Seller shall deliver or cause to be delivered in accordance with the escrow instructions the deliverables described in Section 4.1;
- (ii) Buyer shall deliver or cause to be delivered in accordance with the escrow instructions the deliverables described in Section 3.1; and
- (iii) Buyer and Seller shall each deliver to the other, two executed copies of the statement of settlement setting forth all prorations, credits provided in this Agreement, disbursements of the Purchase Price and expenses of the Closing.

9.2.3 Buyer and Seller shall share equally any Closing or escrow charges of the Escrow Agent.

**9.3 Failure of Conditions Precedent; Waiver.** If the transactions contemplated by this Agreement will fail to close due to the failure of any condition precedent set forth in this Agreement, the Party benefiting from such condition precedent may waive the requirement of compliance with such condition and consummate the transactions contemplated hereby without any adjustment to the Purchase Price.

**9.4 Further Assurances.** From time to time after Closing, each Party, upon the request of the other Party, shall without further consideration execute, deliver, and acknowledge all such further instruments of transfer and conveyance and perform all such other acts as either Party may reasonably require to more effectively carry out the intent of this Agreement.

## **ARTICLE 10.**

### **SURVIVAL OF WARRANTIES, REPRESENTATIONS, AND COVENANTS**

**10.1 Survival.** Sections 2.7, 2.8, 2.9, 2.10, 7.1, 7.2, 7.3, 7.7, 7.8, 7.9, 7.10, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 9.4, 10, 12, 13 and 14 of this Agreement contemplate performance of one or both Parties after Closing and therefore shall survive Closing.

**10.2 Time for Bringing Action.** Any claim that a Party breached a representation, warranty, covenant or other obligation under this Agreement, and all claims for indemnification under Sections 7.2 and 8.2, must be brought in the appropriate court within the shorter of the applicable

statute of limitations or one (1) year of the Closing Date or be forever barred Any claim arising hereunder shall not be extinguished by delivery of deeds (or any other article of conveyance) at Closing.

## **ARTICLE 11. TERMINATION**

**11.1 Termination.** This Agreement may be terminated and abandoned at any time prior to the Closing Date if:

- 11.1.1 The Parties agree in writing to terminate this Agreement by mutual consent; or
- 11.1.2 Seller delivers a written notice to Buyer to the effect that one or more of the conditions (which shall be specified in detail in such notice) to the obligations of Seller set forth in Section 3 has not been met by December 31, 2013, or is otherwise impossible to satisfy;
- 11.1.3 Buyer delivers a written notice to Seller to the effect that one or more of the conditions (which shall be specified in detail in such notice) to the obligations of Buyer set forth in Section 4 has not been met by December 31, 2013, or is otherwise impossible to satisfy;
- 11.1.4 Seller has breached any warranty in Section 5 or has defaulted in a material respect under one or more of its covenants contained in Section 7 (which shall be specified in detail in such notice), and such breach of warranty or such default has not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Seller;
- 11.1.5 Buyer has breached a warranty in Section 6 or has defaulted in a material respect under one or more of its covenants contained in Section 8 (which shall be specified in detail in such notice), and such breach of warranty or such default has not been remedied (or waived by Seller) within thirty (30) days after the date such notice is delivered by Seller to Buyer; or
- 11.1.6 Any court of competent jurisdiction in the United States or any state shall have issued an order, judgment, or decree (other than a temporary restraining order) restraining, enjoining, or otherwise prohibiting the purchase of the Development Assets from Seller by Buyer and such order, judgment, or decree shall have become final and nonappealable; or

**11.2 Effect of Termination.** Any termination pursuant to this Section 12 shall: relieve both the Parties of all of their obligations set forth in this Agreement; constitute a failure of the conditions to the obligations of the Parties to implement this Agreement, and relieve any Party from liability for any breach of this Agreement; *provided, however,* that the Party asserting termination under Section 11.1.4 or 11.1.5 shall be entitled to recovery of all out-of-pocket costs incurred after execution of this Agreement, including legal fees, consulting fees, and contractor fees.

**ARTICLE 12.  
LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO, HOWSOEVER CAUSED.

NEITHER PARTY'S LIABILITY FOR ANY CLAIM WHETHER IN INDEMNITY, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THIS AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE PURCHASE OR OPERATION OF THE PROJECT, SHALL IN NO CASE EXCEED [REDACTED]

THE FOREGOING LIMITS OF LIABILITY SHALL NOT APPLY TO THE EXTENT SUCH LIABILITIES (I) ARE COVERED BY INSURANCE PROCEEDS; (II) ARISE FROM BREACHES OF CONFIDENTIALITY OBLIGATIONS; (III) ARISE FROM BUYER'S INDEMNITY OBLIGATIONS SET FORTH IN CLAUSES (III) OR (IV) OF SECTION 8.2.1; OR (IV) RESULT FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**ARTICLE 13.  
CONFIDENTIALITY**

Each Party shall maintain in the strictest confidence for the benefit of the other Party all the terms and conditions of this Agreement and all confidential information of each disclosing Party in accordance with that certain non-disclosure agreement executed by the Parties effective as of March 12, 2012, which such agreement is hereby incorporated herein by reference.

**ARTICLE 14.  
MISCELLANEOUS**

14.1 **Assignment.** Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party; provided, however, that Seller shall have the right to assign this Agreement to an exchange accommodator as required to enable Seller to acquire replacement property pursuant to a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Any assignment in breach of this provision shall be void.

14.2 **No Discharge.** No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation under this Agreement without the written consent of the other Party.

14.3 **Allocation.** Except as expressly provided for herein including the provisions of Section 2.13, the Purchase Price shall be allocated among the Development Assets in such manner as may be agreed upon by Seller and Buyer in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder; provided, however, that if Seller and Buyer cannot agree upon such allocation, such allocation shall be as

reasonably established by Seller. Neither Seller nor Buyer will take any action that would be inconsistent with the allocation as so established.

**14.4 Tax-Free Exchange.** Buyer will cooperate with Seller if Seller elects to sell the Development Assets as part of a like-kind exchange (or exchanges) in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder; *provided, however*, that Seller shall hold Buyer harmless from any cost or liability arising out of any such exchange(s).

**14.5 Post-Closing Access.** Buyer shall allow Seller reasonable access to the Development Assets after the Closing Date to enable Seller to retrieve the Excluded Property, for the purpose of enforcing Seller's rights set forth in Section 2.9, for the purposes contemplated by the Powerline Easements and for the purposes contemplated in Section 8.6.

**14.6 Termination of Use of Name and Logo.** The Development Assets do not include the right of Buyer to use names, logos, tradenames and/or trademarks of Seller or its divisions and/or affiliates. As soon as practicable after Closing, but in any event within ninety (90) days of the Closing Date, Buyer shall remove the names, logos, tradenames and/or trademarks of Seller and its divisions and affiliates from all of the Development Assets.

**14.7 No Reliance.** Buyer acknowledges and agrees that neither this Agreement nor any other agreement between Buyer and Seller creates an obligation of Seller to operate Seller's upstream Ashton development in any particular manner or way that maintains river levels, and Seller does not warrant that the Development does not have or will not have an adverse effect on the environment or any given environmental species now or in the future.

**14.8 Public Announcements.** Buyer shall not issue any public announcement or other statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Seller, which may be withheld or delayed in Seller's sole discretion, unless required by applicable law or order of a court of competent jurisdiction.

**14.9 Time of the Essence.** Time is of the essence of this Agreement and each provision hereof.

**14.10 Amendment.** This Agreement may be amended only by an instrument in writing executed by the Parties that expressly refers to this Agreement and states that it is an amendment of this Agreement.

**14.11 Section Headings.** The section headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

**14.12 Waiver.** Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

**14.13 Choice of Law.** This Agreement shall be subject to and be construed under the laws of the State of Idaho applicable to contracts made and entered into in the State of Idaho. **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.**

**14.14 Notices.** All notices, requests, demands, and other communications given by Buyer or Seller shall be in writing and shall be deemed to have been duly given when delivered personally, or three days after deposit in the mail, if sent by first class United States mail, postage prepaid, to the following addresses:

**If to Buyer, to: Ted Sorenson  
St. Anthony Hydro LLC  
5203 S 11<sup>th</sup> E  
Idaho Falls, ID 83404**

**With a copy to: Gayle Sorenson  
St. Anthony Hydro LLC  
5203 S 11<sup>th</sup> E  
Idaho Falls, ID 83404**

**If to Seller, to: Mark Sturtevant  
Managing Director, Hydro  
PacifiCorp  
825 NE Multnomah, Ste 1500  
Portland, OR 97232**

**With a copy to: John Sample  
Assistant General Counsel  
PacifiCorp  
825 NE Multnomah, Ste 1500  
Portland, OR 97232**

or to such other address as Buyer or Seller may designate in writing.

**14.15 Counterparts.** This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and both of which shall constitute one and the same instrument.

**14.16 Construction of Agreement.** This Agreement is the result of arms-length negotiations between two sophisticated parties and any ambiguities or uncertainties will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties when this Agreement was executed.

**14.17 Entire Agreement.** This Agreement, along with any confidentiality agreement that may have been executed between the Parties in connection with the negotiation of this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement.

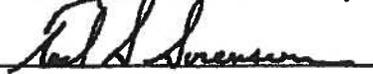
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**ST. ANTHONY HYDRO LLC, an Idaho  
limited liability company**

**PACIFICORP, an Oregon corporation**

By: BIRCH POWER COMPANY, Manager

By: \_\_\_\_\_

By: 

Name: Mark Tallman

Name: Ted Sorenson

Title: Vice President, Renewable Resources

Title: President

Date: \_\_\_\_\_

Date: 12/18/2012

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**ST. ANTHONY HYDRO LLC, an Idaho  
limited liability company**

By: BIRCH POWER COMPANY, Manager

By: \_\_\_\_\_

Name: Ted Sorenson

Title: President

Date: \_\_\_\_\_

**PACIFICORP, an Oregon corporation**

By:  \_\_\_\_\_

Name: Mark Tallman

Title: Vice President, Renewable Resources

Date: 12-20-2012

## EXHIBIT A

### PROPERTY INCLUDED IN SALE

#### Real Property:

1. Parcels 1, 2, 3, 4, 6 and 7 on which the Development is located, having the following legal descriptions:

Parcel 1: ALL THAT PART OF LOTS 15, 16, 17, 18, 19 AND 20, BLOCK 69, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

Parcel 2: BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 70, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AND RUNNING THENCE NORTH 87 FEET TO THE NORTH BANK OF EGIN CANAL; THENCE NORTHEASTERLY ALONG SAID NORTH BANK TO 1ST WEST STREET, THENCE S. 63 FEET, THENCE S. 83°44' W. 100.6 FEET, THENCE S. 37 FEET, THENCE W. 57 FEET TO THE POINT OF BEGINNING.

Parcel 3: ALL THAT PART OF LOTS 11, 12, 13 AND 14, BLOCK 70, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

Parcel 4: THAT PORTION OF LAND LYING WEST OF THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET), ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET) ON THE SOUTH SIDE OF THE EGIN CANAL AND RUNNING THENCE S. 300 FEET, MORE OR LESS, TO THE NORTH BANK OF THE NORTH FORK OF SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE SAID NORTH BANK OF THE NORTH FORK OF SNAKE RIVER 275 FEET, MORE OR LESS; THENCE NORTHEASTERLY 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

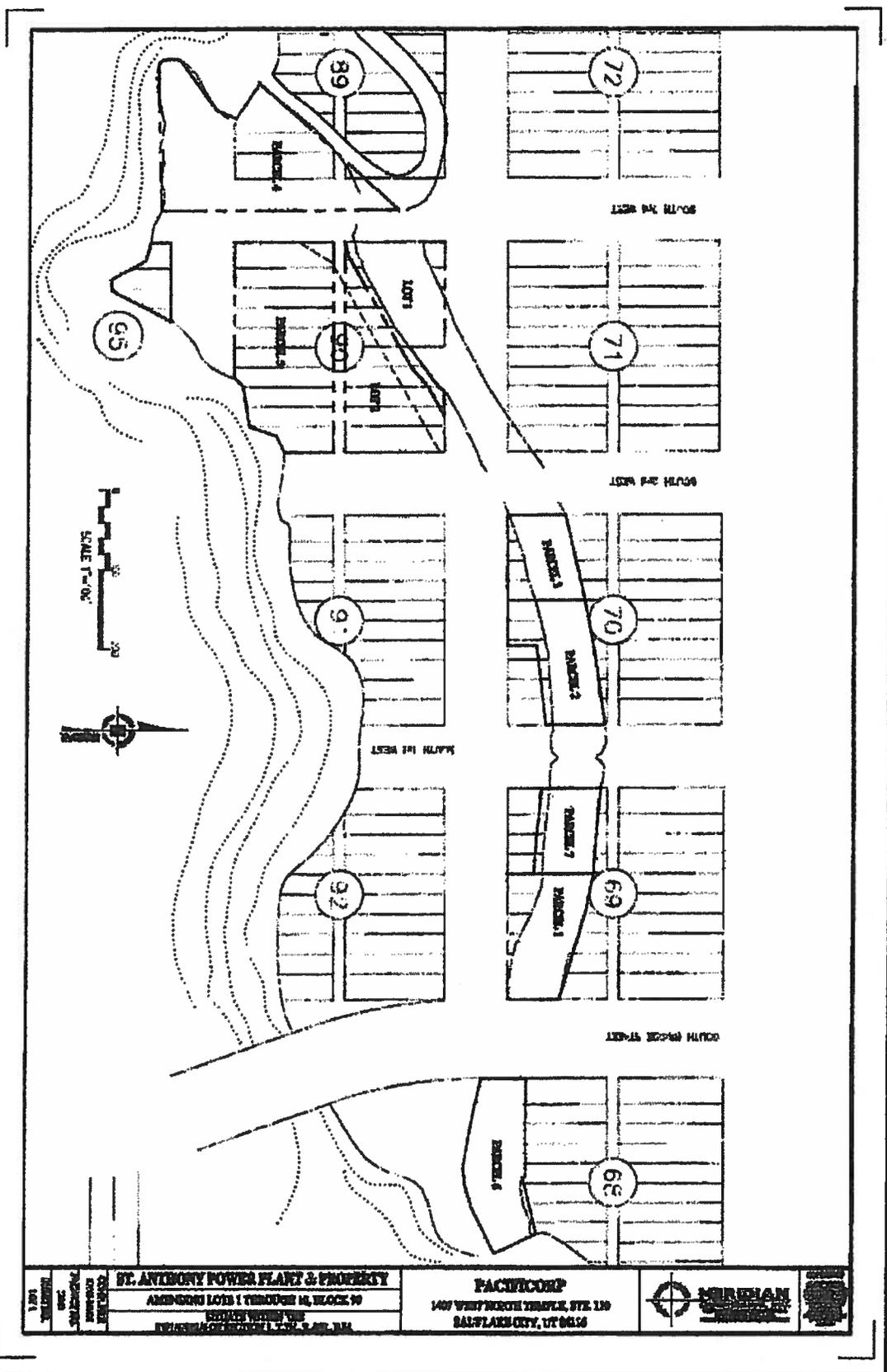
Parcel 6: ALL THAT TRACT OF LAND IN BLOCK 68, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, LYING SOUTH OF A LINE DRAWN 5 FEET NORTH OF SAID PARALLEL TO THE NORTH BANK OF THE EGIN CANAL FROM THE WEST LINE OF SAID BLOCK TO THE INTERSECTION OF SAID CANAL BANK WITH THE NORTH FORK OF THE SNAKE RIVER AND NORTH OF THE SOUTH BANK OF EGIN CANAL.

SAID TRACT OF LAND ALSO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 247.15 FEET SOUTH FROM THE NW CORNER OF BLOCK 68, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AND RUNNING THENCE EASTERLY 218 FEET ALONG A LINE 5 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTH BANK OF THE EGIN CANAL TO THE WEST BANK OF THE SNAKE RIVER, THENCE SOUTH 70 FEET, THENCE WESTERLY 220 FEET, MORE OR LESS, ALONG THE SOUTH BANK OF SAID CANAL TO A POINT SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel 7: LOTS 11, 12, 13 AND 14, BLOCK 69, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO AS SHOWN ON THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM: ALL THAT PART OF LOTS 11, 12, 12 & 14, BLOCK 69, ST. ANTHONY TOWNSITE, (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, LYING 10 FEET SOUTH OF AND PARALLEL TO THE SOUTH BANK OF THE EGIN CANAL.

2. The following portion of Parcel 5 (as partitioned) with the following legal description:  
LOT 1, ST. ANTHONY HYDRO PLANT AND SUBDIVISION AMENDING LOTS 1 THROUGH 10, BLOCK 90, SAINT ANTHONY TOWNSITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT RECORDED NOVEMBER 2, 2012, AS INSTRUMENT NUMBER 541160.
3. TOGETHER with (i) the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Seller, including, but not limited to, the prescriptive easement evidenced by that Notice of Prescriptive Easement recorded as instrument number 424599 in the Fremont County, Idaho, Recorder's office on November 18, 1992, over real estate more particularly described as follows: (a) Tract 1: The North 40 feet of the East one-half of the vacated street between Blocks 1 and 2 of the Townsite of South St. Anthony, Fremont County, Idaho, as per the recorded plat thereof; and (b) Tract 2: The North 40 feet of the East 9.81 feet of the West one-half of the vacated street between Blocks 1 and 2 of the Townsite of South St. Anthony, Fremont County, Idaho, as per the recorded plat thereof; and any easements that may have been granted by the State of Idaho over and across the Henry's Fork of the Snake River; and (ii) all improvements and fixtures thereon, including (a) a concrete diversion with a spillway; (b) a reinforced-concrete canal intake structure; (c) a power and irrigation canal; (d) an irrigation canal headworks structure; (e) a screened and rubber-lined wooden-box flume with an overflow spillway and an ice chute; (f) a reinforced concrete powerhouse containing a generating unit rated at 560 kilowatts (kW); (g) a tail race; (h) the 2.3 reinforced kilovolt (kV) generator leads; (i) wooden shed; (j) office; and (k) house.



PREPARED BY ENGINEER 1987	<b>ST. ANTHONY POWER PLANT &amp; PROPERTY</b>	<b>PACIFICORP</b> 1400 WEST BROAD STREET, STE. 120 SALT LAKE CITY, UT 84119	
	AMENDMENT 1 THROUGH 14, BLOCK 10		
	REVISION NUMBER 001 REVISION DATE 01/20/00		

**Water Rights:**

700 cfs, non-consumptive for hydro power generation – Idaho water right #21-12914, priority dated to 12/20/1913, subject to June 2007 Notice from Idaho Department of Water Resources to resume beneficial use of this water right by December 31, 2012,<sup>1</sup> and subject further to its placement into the Idaho Water Supply Bank on March 13, 2012 for automatic release June 30, 2017 or such earlier release date as is submitted in writing.

**Personal Property:**

1. Development drawings and maps
2. Development records
3. Plant equipment specific tools not comprising Excluded Property
4. Plant inventory not comprising Excluded Property

**Contract Rights:**

All unexpired warranties from vendors and suppliers of personal property described above.

Franchise Agreement between PacifiCorp and City of St. Anthony dated October 11, 1965.

Contract regarding water storage between PacifiCorp and Freemont-Madison Irrigation District, Utah Power and Light Company (predecessor to PacifiCorp) dated September 28, 1935.

Letter Agreement on Operations of Island Park Dam and Reservoir dated July 3, 1984.

Memorandum of Agreement Regarding Ashton-St. Anthony Projects between the State of Idaho, PacifiCorp and Scottish Power dated October 22, 1999, and Stipulation Regarding IDWR Recommendation dated October 25<sup>th</sup> 1999 (as to the St. Anthony Development only).

**RECs:**

All RECs accruing after the expiration of the RECs Period.

**Other Rights:**

Findings of Fact and Conclusions of Law and Judgment dated January 18, 1915 (regarding shared maintenance obligations of Egin Bench Canal Company and Utah Power & Light Company (predecessor to PacifiCorp).

That portion of FERC License NO. 2381 applicable to St. Anthony Development and which has been approved for transfer by FERC.

**Books and Records**

---

<sup>1</sup> An additional 423 cfs are diverted at the Development, such water rights being owned and held by Egin Bench Canal Company.

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

The exceptions listed on that certain Commitment for Title Insurance from First American Title Company, Order No. 419591-RX

Powerline Easements

## **EXHIBIT C**

### **PROPERTY EXCLUDED FROM SALE**

Interconnect equipment, including conductors, breakers and related equipment, connecting the Development to Seller's adjacent substation (but not including any meters or breakers that are inside of the powerhouse).

RECs accruing during the RECs Period (as described in the Agreement)

That certain partitioned portion of Parcel 5 (Real Property) with the following legal description:

A PARCEL OF LAND SITUATED IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1790.28 FEET S.0°11'36"E. AND 634.49 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1) SAID POINT BEING IN THE NORTH LINE OF BLOCK 90, ST. ANTHONY TOWNSITE, AND RUNNING THENCE N.89°48'24"E. 44.26 FEET ALONG THE NORTH BLOCK LINE TO THE NORTHEAST CORNER OF SAID BLOCK 90; THENCE S.00°11'36"E. 125.00 FEET; THENCE S.89°48'24"W. 264.84 FEET; THENCE N.77°22'38"E. 18.21 FEET; THENCE N.60°13'55"E. 161.52 FEET; THENCE N.49°41'31"E. 33.34 FEET; THENCE N.61°26'50"E. 41.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 18,360 SQUARE FEET IN AREA, OR 0.421 ACRES, MORE OR LESS.

Also known as:

Lot 2 ST. ANTHONY HYDRO PLANT AND SUBDIVISION AMENDING LOTS 1 THROUGH 10, BLOCK 90, SAINT ANTHONY TOWNSITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT RECORDED NOVEMBER 2, 2012 AS INSTRUMENT NUMBER 541160.

LOTS 5, 6, 7, 8, 9, 10, BLOCK 95, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

~~BT~~

C-1

## **EXHIBIT D**

### **EXCLUDED LIABILITIES**

1. Seller income taxes
2. Any Seller employee claim, severance or relocation costs
3. The cost of decommissioning Seller's interconnect equipment, including conductors, breakers, and related equipment residing both on the Real Property and certain portions of real property retained by Seller as party of the Excluded Property.

## **EXHIBIT E**

### **PROJECT CONTRACTUAL OBLIGATIONS DELEGATED TO BUYER**

All unexpired warranties from vendors and suppliers of personal property described above.

Franchise Agreement between PacifiCorp and City of St. Anthony dated October 11, 1965.

Contract regarding water storage between PacifiCorp and the United States Bureau of Reclamation dated September 28, 1965.

Letter Agreement on Operations of Island Park Dam and Reservoir dated July 3, 1984.

Memorandum of Agreement Regarding Ashton-St. Anthony Project between the State of Idaho and PacifiCorp dated October 22, 1999 (as to the St. Anthony Development).

Any and all obligations to Egin Bench Canals, Inc. with respect to operation and maintenance of the diversion dam, intake works and canal from the diversion works down to the intake, which such obligations may be based on oral agreements or custom/past practice or otherwise arise from that certain Conclusions of Law and Findings of Fact and Judgment dated January 18, 1915 (regarding shared maintenance obligations of Egin Bench Canal Company and PacifiCorp).

Easement from Idaho State Lands.

Any contractual rights and obligations with Idaho Water Resources Board in connection with the water right placed in the Water Supply Bank on March 13, 2012, including the rights and obligations under the Lease Acceptance dated March 13, 2012.

## **EXHIBIT F**

### **NON-COMPLIANCE ITEMS**

Certain common environmental hazards may be found on site that do not meet current regulatory standards including materials such as asbestos, lead based paint, mercury switches and petroleum products. In addition, project structures contain treated wood the type of which is unknown.

## **EXHIBIT G**

### **KNOWN DEFECTS TO PROJECT**

The St. Anthony turbine assembly experienced a failure in April of 2002. Specifically, a jackshaft that connected the two turbine units failed. This failure sheared the connecting bolts between the jackshaft and turbines, damaged keyways on the turbines and broke the bearing housing of the jackshaft. The turbines have not been exposed and inspected, but it is likely that they were damaged while rotating against their housings without the support of the jackshaft and its bearing. Difficulties in establishing and maintaining alignment of the four shafts that connect the turbines and the generator have repeatedly caused failure of connecting bolts and bearings in the turbine assembly.

Portions of the flume, powerhouse, canal, residence structure and office are within the City of St. Anthony streets and road or alley right(s) right of way.

An encroachment on Parcel 8 consisting of a portion of decking from neighboring property.

An encroachment on Parcel 1 consisting of lawn, landscaping and signage.

Certain common environmental hazards may be found on site that do not meet current regulatory standards including materials such as asbestos, lead based paint, mercury switches and petroleum products. In addition, project structures contain treated wood the type of which is unknown.

## **EXHIBIT H**

### **SELLER'S NECESSARY REGULATORY APPROVALS AND THIRD PARTY CONSENTS**

1. FERC Approval
2. All applicable approvals from state public utility commissions with jurisdiction (including California, Idaho and Wyoming)
3. All other ordinary and customary related approvals

**EXHIBIT I**  
**FORM OF DEED OF CONVEYENCE AND BILL OF SALE**

WHEN RECORDED, MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## QUIT CLAIM DEED

For Value Received, PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company ("GRANTOR"), hereby QUITCLAIMS to St. Anthony Hydro LLC, whose address is \_\_\_\_\_ ("GRANTEE"), the following described (i) premises situated in Fremont County, State of Idaho, to-wit and as depicted on Exhibit A and (ii) water rights, in each case, on an "AS-IS" basis as further described in the disclaimer set forth below:

I. Premises:

Parcel 1: ALL THAT PART OF LOTS 15, 16, 17, 18, 19 AND 20, BLOCK 69, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

Parcel 2: BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 70, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AND RUNNING THENCE NORTH 87 FEET TO THE NORTH BANK OF EGIN CANAL; THENCE NORTHEASTERLY ALONG SAID NORTH BANK TO 1ST WEST STREET, THENCE S. 63 FEET, THENCE S. 83°44' W. 100.6 FEET, THENCE S. 37 FEET, THENCE W. 57 FEET TO THE POINT OF BEGINNING.

Parcel 3: ALL THAT PART OF LOTS 11, 12, 13 AND 14, BLOCK 70, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

Parcel 4: THAT PORTION OF LAND LYING WEST OF THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET), ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF 3RD WEST STREET (PREVIOUSLY

KNOWN AS SEVENTH STREET) ON THE SOUTH SIDE OF THE EGIN CANAL AND RUNNING THENCE S. 300 FEET, MORE OR LESS, TO THE NORTH BANK OF THE NORTH FORK OF SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE SAID NORTH BANK OF THE NORTH FORK OF SNAKE RIVER 275 FEET, MORE OR LESS; THENCE NORTHEASTERLY 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel 6: ALL THAT TRACT OF LAND IN BLOCK 68, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, LYING SOUTH OF A LINE DRAWN 5 FEET NORTH OF SAID PARALLEL TO THE NORTH BANK OF THE EGIN CANAL FROM THE WEST LINE OF SAID BLOCK TO THE INTERSECTION OF SAID CANAL BANK WITH THE NORTH FORK OF THE SNAKE RIVER AND NORTH OF THE SOUTH BANK OF EGIN CANAL.

SAID TRACT OF LAND ALSO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 247.15 FEET SOUTH FROM THE NW CORNER OF BLOCK 68, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, AND RUNNING THENCE EASTERLY 218 FEET ALONG A LINE 5 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTH BANK OF THE EGIN CANAL TO THE WEST BANK OF THE SNAKE RIVER, THENCE SOUTH 70 FEET, THENCE WESTERLY 220 FEET, MORE OR LESS, ALONG THE SOUTH BANK OF SAID CANAL TO A POINT SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Parcel 7: LOTS 11, 12, 13 AND 14, BLOCK 69, LYING SOUTH OF THE NORTH BANK OF THE EGIN CANAL, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO AS SHOWN ON THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM: ALL THAT PART OF LOTS 11, 12, 13 & 14, BLOCK 69, ST. ANTHONY TOWNSITE, (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, LYING 10 FEET SOUTH OF AND PARALLEL TO THE SOUTH BANK OF THE EGIN CANAL.

The following portion of Parcel 5 (as partitioned): LOT 1, ST. ANTHONY HYDRO PLANT AND SUBDIVISION AMENDING LOTS 1 THROUGH 10, BLOCK 90, SAINT ANTHONY TOWNSITE, FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT RECORDED NOVEMBER 2, 2012, AS INSTRUMENT NUMBER 541160.

TOGETHER with (i) the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Seller, including, but not limited to, the prescriptive easement evidenced by that Notice of Prescriptive Easement recorded as instrument number 424599 in the Fremont County, Idaho, Recorder's office on November 18, 1992, over real estate more particularly described as follows: (a) Tract 1: The North 40 feet of the East one-half of the vacated street between Blocks 1 and 2 of the Townsite of

South St. Anthony, Fremont County, Idaho, as per the recorded plat thereof; and (b) Tract 2: The North 40 feet of the East 9.81 feet of the West one-half of the vacated street between Blocks 1 and 2 of the Townsite of South St. Anthony, Fremont County, Idaho, as per the recorded plat thereof; and any easement the State of Idaho may have granted over and across the Henry's Fork of the Snake River; and (ii) all improvements and fixtures thereon, including (a) a concrete diversion with a spillway; (b) a reinforced-concrete canal intake structure; (c) a power and irrigation canal; (d) an irrigation canal headworks structure; (e) a screened and rubber-lined wooden-box flume with an overflow spillway and an ice chute; (f) a reinforced concrete powerhouse containing a generating unit rated at 560 kilowatts (kW); (g) a tail race; (h) the 2.3 reinforced kilovolt (kV) generator leads; (i) wooden shed; (j) office; and (k) house.

## II. Water Rights

700 cfs, non-consumptive for hydro power generation – Idaho water right #21-12914, priority dated to 12/20/1913, subject to June 2007 Notice from Idaho Department of Water Resources to resume beneficial use of this water right by December 31, 2012, and subject further to its placement into the Idaho Water Supply Bank on March 13, 2012 for automatic release June 30, 2017 or such earlier release date as is submitted in writing.

## III. Disclaimer; Waiver of Jury Trial

THE FOREGOING ASSETS ARE CONVEYED HEREBY TO GRANTEE "AS IS, WHERE IS" AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, WITH RESPECT TO THE GENERATING CAPABILITY OF THE ASSETS, THE ABILITY OF GRANTEE TO GENERATE OR SELL ELECTRICAL ENERGY, OR THE ABILITY OF GRANTEE TO OPERATE THE DEVELOPMENT ASSETS PROFITABLY. WITHOUT LIMITING THE FOREGOING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, USAGE OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE OF THE ASSETS WITH ANY LAWS, OR AS TO THE CONDITION OF THE ACQUIRED ASSETS, OR ANY PART THEREOF, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED. GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS HAD (I) THE RIGHT AND ABILITY TO FULLY INVESTIGATE AND INSPECT THE DEVELOPMENT AND TO REQUEST ANY INFORMATION REGARDING THE ASSETS THAT GRANTEE DEEMS NECESSARY; AND (II) THE OPPORTUNITY TO SEEK RELEVANT ADVICE FROM APPROPRIATE EXPERTS AND OTHER CONSULTANTS.

GRANTEE FURTHER AND SPECIFICALLY AGREES, SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, THAT IT SHALL TAKE THE REAL PROPERTY "AS-IS," "WHERE-IS," AND WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS (COLLECTIVELY, THE "DISCLOSURES") PROVIDED OR MADE TO GRANTEE OR ITS

CONSTITUENTS BY GRANTOR OR ANY OF GRANTOR'S AFFILIATES OR REPRESENTATIVES CONCERNING THE CONDITION OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES OF GRANTOR EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. GRANTEE SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, GRANTEE SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY CONVEYANCE DOCUMENT OR CERTIFICATION. GRANTEE ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ANY SUCH CONVEYANCE DOCUMENTS OR CERTIFICATIONS, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY INCLUDING WITHOUT LIMITATION ZONING, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER GRANTEE) HEREBY WAIVES, RELEASES AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST GRANTOR OR GRANTOR'S AFFILIATES BASED ON (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED, (B) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY, OR (C) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY, EXCEPT FOR CLAIMS BASED UPON A BREACH OF ANY REPRESENTATIONS AND WARRANTIES CONTAINED IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. WITHOUT LIMITATION UPON GRANTEE'S RIGHT TO RELY ON THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS

CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WITH RESPECT THERETO. GRANTEE (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER GRANTEE) ASSUMES THE RISK THAT ADVERSE MATTERS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER GRANTEE), UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN DESIGN OR CONSTRUCTION, OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, LIABILITIES EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT FOR BREACHES BY GRANTOR OF THE EXPRESS PROVISIONS OF ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF GRANTOR AND GRANTEE 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 DEED. EACH OF GRANTOR AND GRANTEE 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 Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2013.

GRANTOR:  
PacifiCorp, an Oregon corporation

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED AND AGREED:**

**GRANTEE:**

**St. Anthony Hydro LLC, an Idaho limited liability company**

**By: BIRCH POWER COMPANY, Manager**

**By: \_\_\_\_\_**

**Name:**

**Title:**

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF OREGON            )  
  : ss.  
COUNTY OF MULTNOMAH )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Oregon, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of Oregon  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_



**BILL OF SALE  
AND  
ASSIGNMENT OF CONTRACT RIGHTS**

This Bill of Sale and Assignment of Contract Rights ("Agreement") is made and entered into as of [\_\_\_\_], by and between PacifiCorp, an Oregon corporation ("Seller"), and St. Anthony Hydro LLC, an Idaho limited liability company ("Buyer").

**RECITALS**

WHEREAS, Seller and Buyer have executed an Agreement of Purchase and Sale dated [\_\_\_\_] ("Purchase Agreement") for the purchase and sale of Seller's St. Anthony Hydroelectric Generating Plant ("Development"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer and convey certain equipment and personal property related to the Development (collectively, the "Personal Property" or "Assets"), in addition to certain contract rights, obligations and encumbrances with respect to the Development (collectively, "Contracts") as provided in Section 2.1 of the Purchase Agreement.

WHEREAS the parties wish to complete the transfers and assignments contemplated in the Purchase Agreement as provide herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. **Effective Time.** The transfer of Personal Property and assignment of Contracts under this Agreement and the Purchase Agreement shall be effective as of [\_\_\_\_] Mountain Daylight Savings Time on [\_\_\_\_] ("Effective Time"). At the Effective Time, Seller shall transfer possession of the Development to Buyer and Buyer shall assume responsibility for the operation and maintenance of the Development.
3. **Sale and Transfer of Assets.** Pursuant to the Purchase Agreement, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, as of the Effective Time, all of its right, title and interest in, to and under all of the Personal Property described on Schedule A hereto.
4. **Assignment and Assumption of Contracts.** Pursuant to the Purchase Agreement, Seller hereby assigns, sells, transfers and sets over, as of the Effective Time, to Buyer all of

Seller's right, title, benefit, privileges and interest in and to the Contracts and all of Seller's burdens, obligations and liabilities in connection with, each of the Contracts described on Schedule B hereto. As of the Effective Time, Buyer hereby accepts the assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of the Contracts.

5. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Assets and Contracts hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to these items and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Assets and Contracts, all at the sole cost and expense of Seller.

6. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to (a) the parties' representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference and (b) the provisions of Section 14 are incorporated herein. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be amended or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Seller hereby declares that the foregoing powers are coupled with an interest in real and personal property and are and shall be irrevocable.

**SELLER:**  
PacifiCorp

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**  
St. Anthony Hydro LLC

By: Birch Power Company, Manager of St.  
Anthony Hydro LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  : ss.  
COUNTY OF MULTNOMAH )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Oregon, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of PacifiCorp, an Oregon 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.

\_\_\_\_\_  
Notary Public in and for the State of Oregon  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF IDAHO            )  
  : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**SCHEDULE A  
TO BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS**

**PERSONAL PROPERTY/ASSETS**

1. All improvements and fixtures on the Real Property (other than Excluded Property) to the extent such improvements and fixtures constitute personal property, including without limitation: (i) a concrete diversion with a spillway; (ii) a reinforced-concrete canal intake structure; (iii) a power and irrigation canal; (iv) an irrigation canal headworks structure; (v) a screened and rubber-lined wooden-box flume with an overflow spillway and an ice chute; (vi) a reinforced concrete powerhouse containing a generating unit rated at 560 kilowatts (kW); (vii) a tail race; (viii) the 2.3 reinforced kilovolt (kV) generator leads; (ix) wooden shed; (x) office; and (xi) house; and all equipment and other assets located therein (other than Excluded Property).
2. Development drawings and maps.
3. Development books and records.
4. Plant equipment specific tools not comprising Excluded Property.
5. Plant inventory not comprising Excluded Property.
6. All RECs accruing after the expiration of the RECs Period.

**SCHEDULE B  
TO BILL OF SALE AND ASSIGNMENT OF CONTRACT RIGHTS**

**CONTRACTS**

1. All unexpired warranties from vendors and suppliers of Personal Property.
2. Franchise Agreement between PacifiCorp and City of St. Anthony dated October 11, 1965.
3. Contract regarding water storage between Fremont-Madison Irrigation District, Utah Power and Light Company (predecessor to PacifiCorp) and the United States Bureau of Reclamation dated September 28, 1935.
4. Letter Agreement on Operations of Island Park Dam and Reservoir dated July 3, 1984.
5. Memorandum of Agreement Regarding Ashton-St. Anthony Projects between the State of Idaho, PacifiCorp, and Scottish Power dated October 22, 1999, and Stipulation Regarding IDWR Recommendation dated October 25<sup>th</sup> 1999 (as to the St. Anthony Development).
6. Findings of Fact and Conclusions of Law and Judgment dated January 18, 1915 (regarding shared maintenance obligations of Egin Bench Canal Company and Utah Power & Light Company (predecessor to PacifiCorp)).
7. Any and all obligations to Egin Bench Canals, Inc. with respect to operation and maintenance of the diversion dam, intake works and canal from the diversion works down to the intake, which such obligations may be based on oral agreements or custom/past practice or otherwise arise from that certain Findings of Fact and Conclusions of Law and Judgment dated January 18, 1915 (regarding shared maintenance obligations of Egin Bench Canal Company and Utah Power & Light Company (predecessor to PacifiCorp)).
8. Easement from Idaho State Lands.
9. Any contractual rights and obligations with Idaho Water Resources Board in connection with the water right placed in the Water Supply Bank on March 13, 2012, including the rights and obligations under the Lease Acceptance dated March 13, 2012.
10. All other liabilities associated with, relating to or existing in connection with the Development Assets, including without limitation the Permitted Liens, but not including the Excluded Liabilities.

**EXHIBIT J**  
**FORM OF POWERLINE EASEMENTS**

Return to:  
Rocky Mountain Power  
Lisa Louder/PG  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: St. Anthony Hydro  
Project Tract Number: Easement 1, 2/Parcel 4  
WO#: 312353  
RW#: 20120193

### RIGHT OF WAY EASEMENT

For value received, St. Anthony Hydro, LLC, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 12 feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in Fremont County, State of Idaho more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

#### Legal Description: **POWER EASEMENT (1) PARCEL 4**

A 5 FOOT ELECTRICAL EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1886.11 FEET S.0°11'36"E. AND 338.64 FEET N.89°48'24"E. FROM THE NORTHWEST CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO 95.83 FEET S.0°11'36"E. AND 4.73 FEET N.89°48'24"E. FROM THE NORTHEAST BLOCK CORNER OF BLOCK 89, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE S.62°43'15"E. 39.75 FEET; THENCE S.0°11'36"E. 5.64; THENCE N.62°43'15"W. 43.67 FEET; THENCE N.42°06'24"E. 5.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 208.55 SQUARE FEET IN AREA, OR 0.005 ACRES, MORE OR LESS.

**POWER EASEMENT (2) PARCEL 4**

**A 5 FOOT ELECTRICAL EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1861.39 FEET S.0°11'36"E. AND 361.14 FEET N.89°48'24"E. FROM THE NORTHWEST CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO 71.11 FEET S.0°11'36"E. AND 27.23 FEET N.89°48'24"E. FROM THE NORTHEAST BLOCK CORNER OF BLOCK 89, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE S.36°09'45"E. 21.74 FEET; THENCE S.0°11'36"E. 8.51; THENCE N.36°09'45"W. 27.59 FEET; THENCE N.42°06'24"E. 5.11 FEET TO THE POINT OF BEGINNING.**

**THE ABOVE DESCRIBED EASEMENT CONTAINS 123.33 SQUARE FEET IN AREA, OR 0.003 ACRES, MORE OR LESS.**

**Assessor Parcel No. RPS0173090001A**

**Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.**

**At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.**

**Grantee shall promptly repair any damage to the easement area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the easement area needed to accommodate Grantee's vehicles, fixtures and equipment.**

**Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing hydroelectric facility or any additional facilities or improvements constructed after the granting of this Easement.**

**Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electrical**

**Safety Code Clearance Standards.** Grantee shall not store materials within the easement area. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and National Electric Safety Code Clearance Standards.

Grantee shall not cause any obstruction to Grantor's use of the easement area including but not limited to use of existing roads or access areas to Grantor's facilities.

Grantor shall have no obligation to maintain the access within or to the Easement or to keep the same in passable condition for the benefit of Grantee. Any maintenance work performed by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the easement area for access to its hydroelectric facility and the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the easement area pursuant to this Easement.

#### **Release and Indemnification**

(a) Grantee, its successors and assigns, shall use the easement area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the easement area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the easement area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the easement area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on

account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's land. For purposes of this Section, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all ownership rights in the easement area and to keep (i) the easement area from becoming publicly dedicated, and (ii) others from obtaining any rights in the easement area.

Grantee accepts the easement area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or representations of any kind with respect to the easement area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the easement area, the condition of title in and to the easement area, any adverse environmental conditions in, on, under, or around the easement area, and any warranty of fitness of the easement area for a particular purpose.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

{Signatures on following page}

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

GRANTOR

GRANTEE

St. Anthony Hydro LLC, an Idaho  
limited liability company  
By Birch Power Company, its Manager

PacifiCorp, an Oregon corporation

By: \_\_\_\_\_  
Ted S. Sorenson, President of Birch  
Power Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

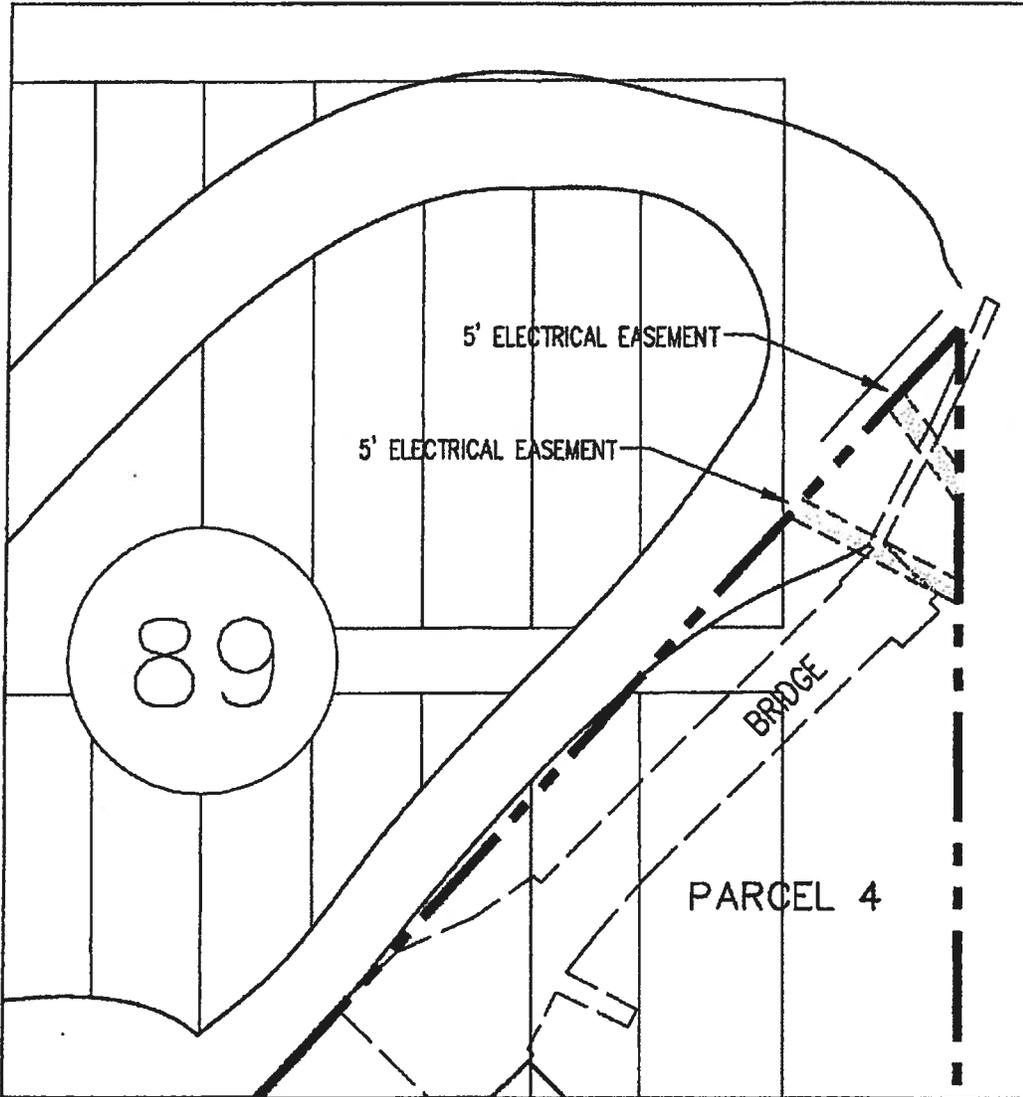
STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

### Property Description

Quarter: SW Quarter: NE Section: 1 Township 7N,  
Range 40E, Boise Meridian  
County: Fremont State: Idaho  
Parcel Number: RPS0173090001A



CC#                      WO#: S12353  
Landowner Name: PacifiCorp  
Drawn By: ALI, Meridian Engineering, Inc.

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

08/27/12

# EXHIBIT A



SCALE: 1 inch = 40 Feet

Return to:  
Rocky Mountain Power  
Lisa Louder/PG  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: St. Anthony Hydro  
Project Tract Number: Easement 3/Parcel 5  
WO#: 312353  
RW#: 20120193

### RIGHT OF WAY EASEMENT

For value received, St. Anthony Hydro, LLC, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 12 feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in Fremont County, State of Idaho more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

#### Legal Description: **PARCEL 5: 12FT POWER EASEMENT (3)**

A 12 FOOT ELECTRICAL EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1790.28 FEET S.0°11'36"E. AND 413.91 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO THE NORTHWEST CORNER OF BLOCK 90, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE N.89°48'24"E. 9.14 FEET; THENCE S.64°03'16"E. 132.62 FEET; THENCE S.60°13'55"W. 14.52 FEET; THENCE N.64°03'16"W. 128.73 FEET TO THE WEST LINE OF SAID BLOCK 90; THENCE N0°11'36"W. 8.88 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED EASEMENT CONTAINS 1,608 SQUARE FEET IN AREA, OR 0.037 ACRES, MORE OR LESS.

Assessor Parcel No. RPS0173090001A

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall promptly repair any damage to the easement area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the easement area needed to accommodate Grantee's vehicles, fixtures and equipment.

Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing hydroelectric facility or any additional facilities or improvements constructed after the granting of this Easement.

Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electrical Safety Code Clearance Standards. Grantee shall not store materials within the easement area. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and National Electric Safety Code Clearance Standards.

Grantee shall not cause any obstruction to Grantor's use of the easement area including but not limited to use of existing roads or access areas to Grantor's facilities.

Grantor shall have no obligation to maintain the access within or to the Easement or to keep the same in passable condition for the benefit of Grantee. Any maintenance work performed by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the easement area for access to its hydroelectric facility and the right to grant similar rights to others so long as such uses or rights do not

unreasonably interfere with Grantee's uses of the easement area pursuant to this Easement.

#### Release and Indemnification

(a) Grantee, its successors and assigns, shall use the easement area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the easement area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the easement area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the easement area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's land. For purposes of this Section, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all

ownership rights in the easement area and to keep (i) the easement area from becoming publicly dedicated, and (ii) others from obtaining any rights in the easement area.

Grantee accepts the easement area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or representations of any kind with respect to the easement area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the easement area, the condition of title in and to the easement area, any adverse environmental conditions in, on, under, or around the easement area, and any warranty of fitness of the easement area for a particular purpose.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

GRANTOR

GRANTEE

St. Anthony Hydro LLC, an Idaho limited liability company  
By Birch Power Company, its Manager

PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ted S. Sorenson, President of Birch Power Company  
Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

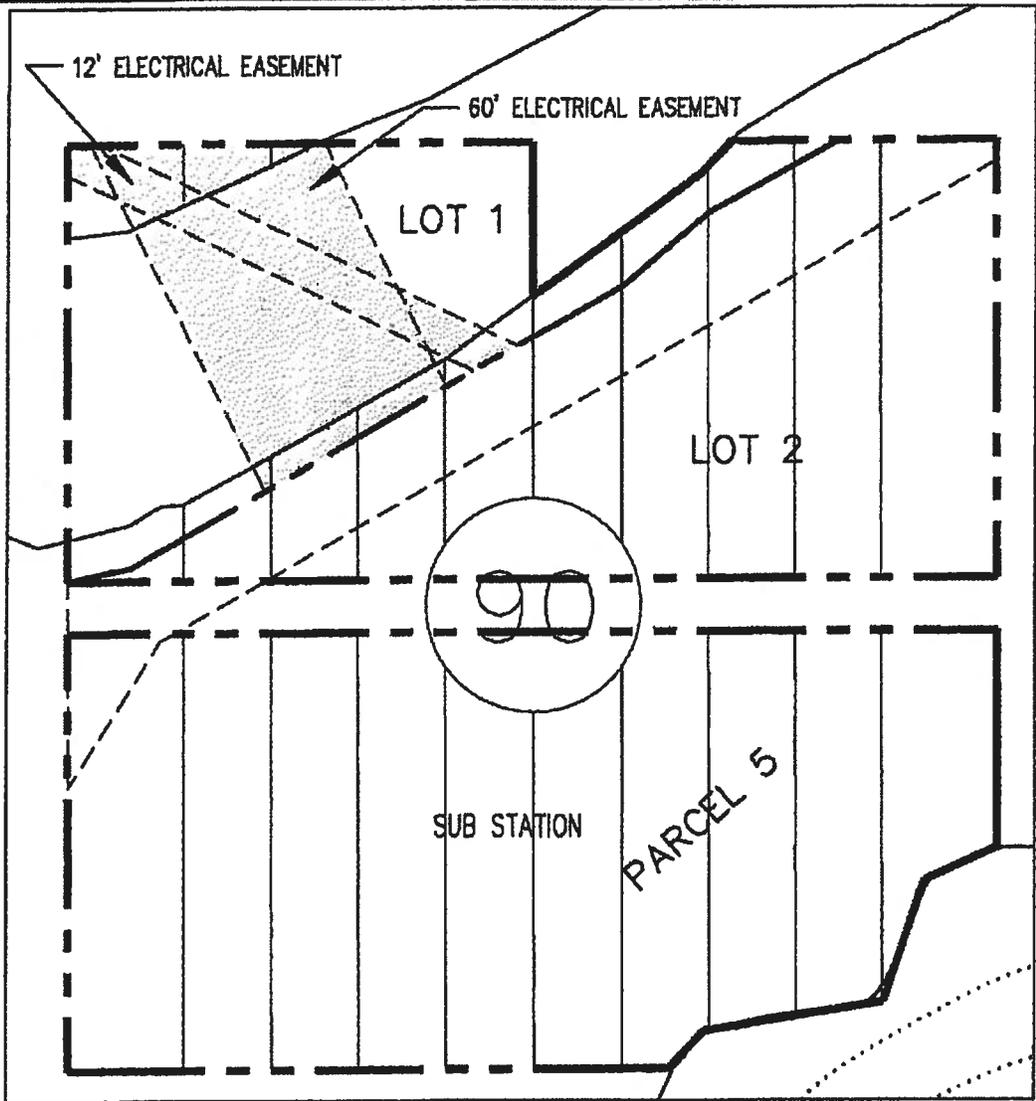
STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



**Property Description**  
Quarter: SW Quarter: NB Section: 1 Township 7N,  
Range 40E, Boise Meridian  
County: Fremont State: Idaho  
Parcel Number: RPS0173090001A



CC# W0# 312353  
Landowner Name: PacifiCorp  
Drawn By: ALI, Meridian Engineering, Inc.

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

06/27/12

# EXHIBIT A



SCALE: 1 Inch = 50 Feet

Return to:  
Rocky Mountain Power  
Lisa Louder/PG  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: St. Anthony Hydro  
Project Tract Number: Easement 4/parcel 5  
WO#: 312353  
RW#: 20120193

### **RIGHT OF WAY EASEMENT**

For value received, St. Anthony Hydro, LLC, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 60 feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in Fremont County, State of Idaho more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

#### **Legal Description: PARCEL 5: 60 FT POWER EASEMENT (4)**

A 60 FOOT ELECTRICAL EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1790.28 FEET S.0°11'36"E. AND 425.79 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO 6.29 FEET N.89°48'24"E. ALONG THE NORTH BLOCK LINE OF BLOCK 90 FROM THE NORTHWEST CORNER OF BLOCK 90, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE N.89°48'24"E. 66.99 FEET; THENCE S.26°35'40"E. 78.03 FEET; THENCE S.60°13'55"W. 60.09 FEET; THENCE N.26°35'40"W. 111.15 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED EASEMENT CONTAINS 5,675 SQUARE FEET IN AREA, OR 0.130 ACRES, MORE OR LESS.

Assessor Parcel No. RPS0173090001A

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall promptly repair any damage to the easement area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the easement area needed to accommodate Grantee's vehicles, fixtures and equipment.

Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing hydroelectric facility or any additional facilities or improvements constructed after the granting of this Easement.

Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electrical Safety Code Clearance Standards. Grantee shall not store materials within the easement area. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and National Electric Safety Code Clearance Standards.

Grantee shall not cause any obstruction to Grantor's use of the easement area including but not limited to use of existing roads or access areas to Grantor's facilities.

Grantor shall have no obligation to maintain the access within or to the Easement or to keep the same in passable condition for the benefit of Grantee. Any maintenance work performed by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the easement area for access to its hydroelectric facility and the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the easement area pursuant to this Easement.

#### Release and Indemnification

(a) Grantee, its successors and assigns, shall use the easement area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the easement area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the easement area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the easement area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's land. For purposes of this Section, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all ownership rights in the easement area and to keep (i) the easement area from becoming publicly dedicated, and (ii) others from obtaining any rights in the easement area.

Grantee accepts the easement area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or

representations of any kind with respect to the easement area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the easement area, the condition of title in and to the easement area, any adverse environmental conditions in, on, under, or around the easement area, and any warranty of fitness of the easement area for a particular purpose.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

**GRANTOR**

**GRANTEE**

St. Anthony Hydro LLC, an Idaho limited liability company  
By Birch Power Company, its Manager

PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ted S. Sorenson, President of Birch Power Company  
Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

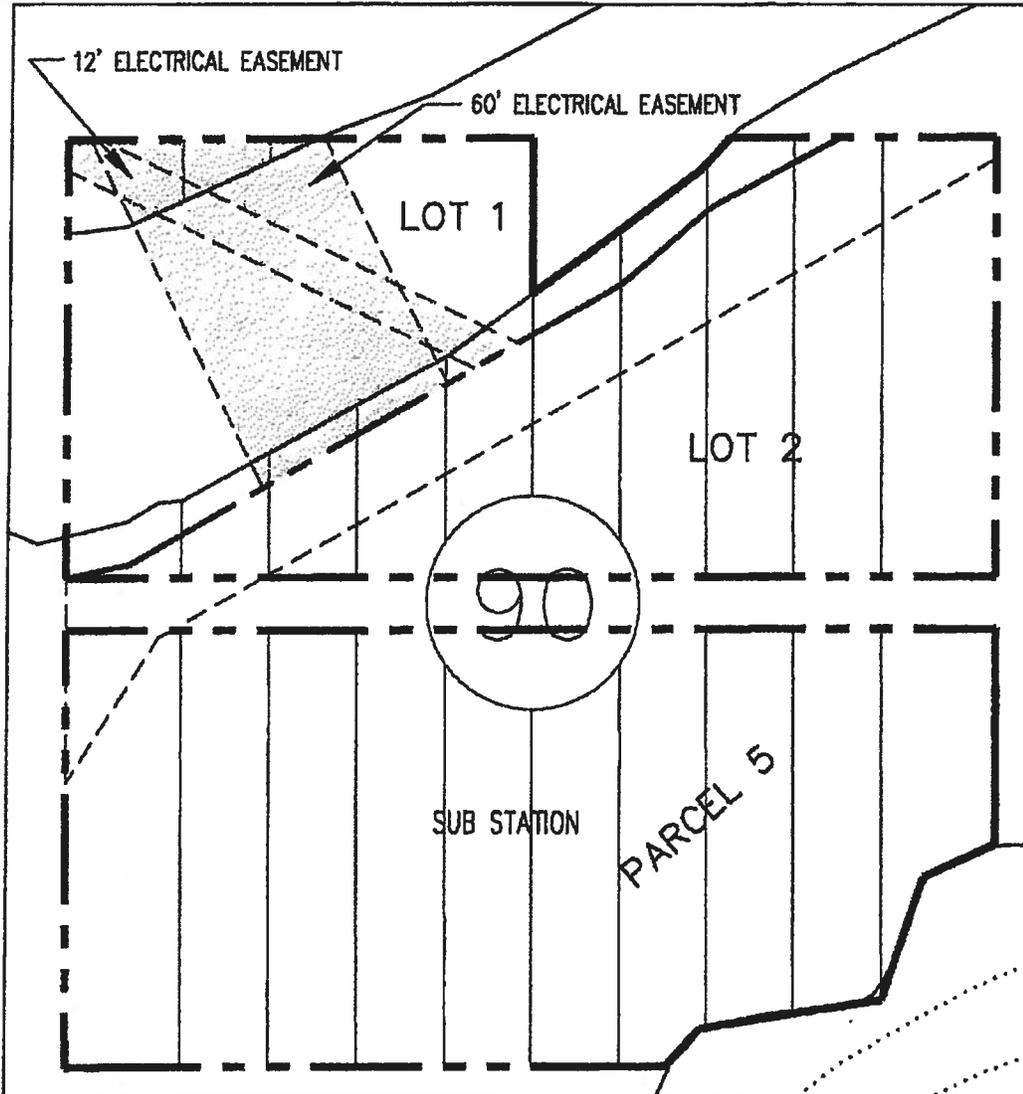
STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

# Property Description

Quarter: SW Quarter, NE Section: 1 Township 7N,  
Range 40E, Boise Meridian  
County: Fremont State: Idaho  
Parcel Number: RPS0173090001A



CC# WO#: 312353  
Landowner Name: PacifiCorp  
Drawn By: ALI, Meridian Engineering, Inc.  
09/27/12

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

# EXHIBIT A



SCALE: 1 Inch = 50 Feet

Return to:  
Rocky Mountain Power  
Lisa Louder/PG  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: St. Anthony Hydro  
Project Tract Number: Easement 6/parcel 2  
WO#: 312353  
RW#: 20120193

### RIGHT OF WAY EASEMENT

For value received, St. Anthony Hydro, LLC, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in Fremont County, State of Idaho more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: **POWER EASEMENT (6) PARCEL 2**

AN ELECTRICAL EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1591.48 FEET S.0°11'36"E. AND 999.29 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1) SAID POINT IS ALSO 24.30 FEET S.89°48'24"W. AND 118.80 FEET N.0°11'36"W. FROM THE SOUTHEAST BLOCK CORNER OF BLOCK 70, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE N.82°01'54"E. 24.52 TO THE EAST BLOCK LINE OF SAID BLOCK 70; THENCE S.0°11'36"E. 4.32; THENCE N.87°50'09"W. 24.32 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED EASEMENT CONTAINS 52.45 SQUARE FEET IN AREA, OR 0.001 ACRES, MORE OR LESS.

Assessor Parcel No.                      RPS0173090001A

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall promptly repair any damage to the easement area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the easement area needed to accommodate Grantee's vehicles, fixtures and equipment.

Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing hydroelectric facility or any additional facilities or improvements constructed after the granting of this Easement.

Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electrical Safety Code Clearance Standards. Grantee shall not store materials within the easement area. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and National Electric Safety Code Clearance Standards.

Grantee shall not cause any obstruction to Grantor's use of the easement area including but not limited to use of existing roads or access areas to Grantor's facilities.

Grantor shall have no obligation to maintain the access within or to the Easement or to keep the same in passable condition for the benefit of Grantee. Any maintenance work performed by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the easement area for access to its hydroelectric facility and the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the easement area pursuant to this Easement.

#### Release and Indemnification

(a) Grantee, its successors and assigns, shall use the easement area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the easement area, (iii) any act or occurrence on the easement area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the easement area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the easement area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's land. For purposes of this Section, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all ownership rights in the easement area and to keep (i) the easement area from becoming publicly dedicated, and (ii) others from obtaining any rights in the easement area.

Grantee accepts the easement area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or representations of any kind with respect to the easement area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the easement area, the condition of title in and to the easement area, any adverse environmental conditions in, on, under, or around the easement area, and any warranty of fitness of the easement area for a particular purpose.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

GRANTOR

GRANTEE

St. Anthony Hydro LLC, an Idaho  
limited liability company  
By Birch Power Company, its Manager

PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ted S. Sorenson, President of Birch  
Power Company  
Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

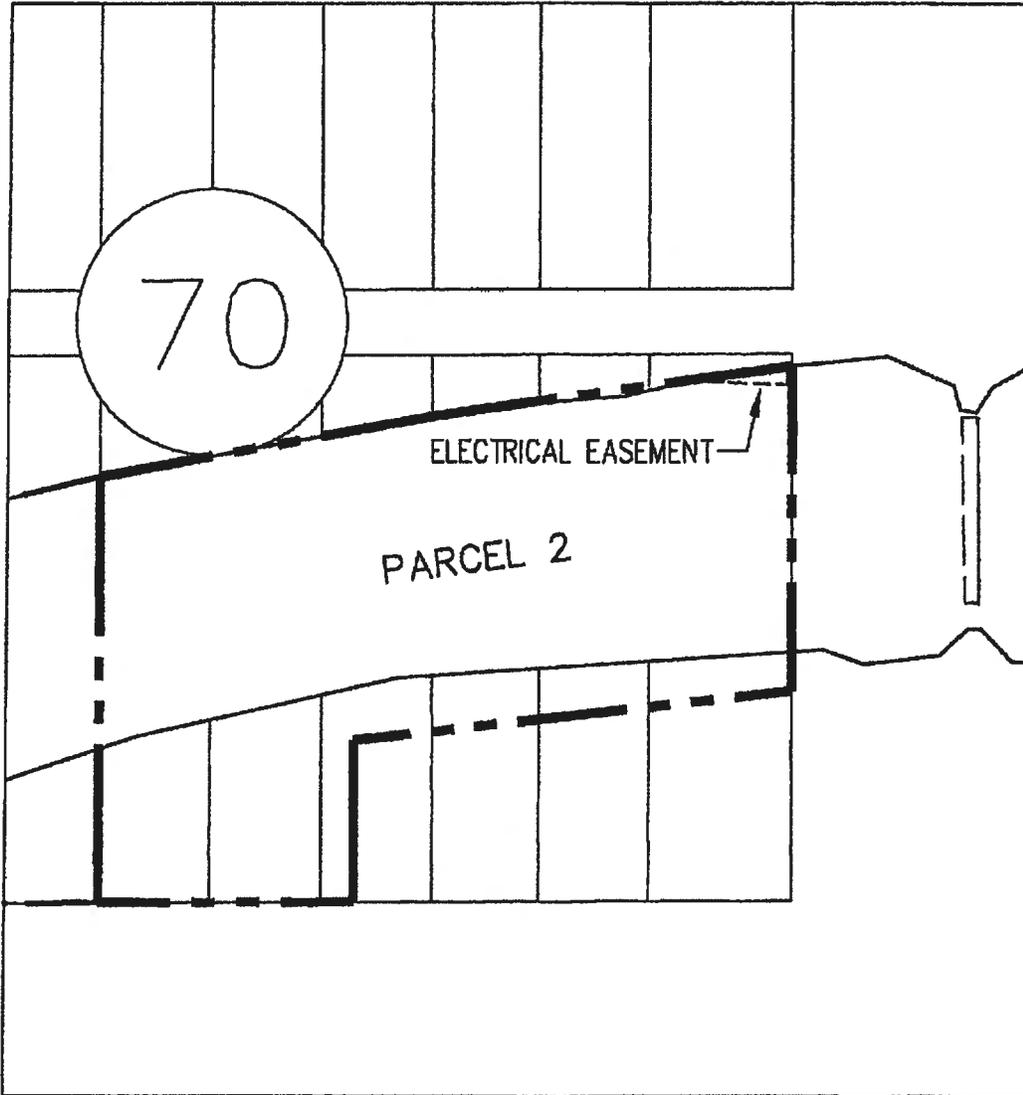
STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

### Property Description

Quarter: SW Quarter: NE Section: 1 Township 7N,  
Range 40E, Boise Meridian  
County: Fremont State: Idaho  
Parcel Number: RPS0173090001A



CC#	WO#: 312353
Landowner Name:	Pacificorp
Drawn By:	ALI, Meridian Engineering, Inc.

08/27/12

# EXHIBIT A

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



SCALE: 1 Inch = 40 Feet

Return to:  
Rocky Mountain Power  
Lisa Louder/PG  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: St. Anthony Hydro  
Project Tract Number: Easement 7/parcel 8  
WO#: 312353  
RW#: 20120193

**RIGHT OF WAY OVERHANG EASEMENT**

For value received, St. Anthony Hydro, LLC ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an overhang easement for a right of way more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Fremont County, State of Idaho, more particularly described as follows or as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof, and it being understood and agreed that no physical facilities shall be constructed on or under Grantor's property under the terms of this Right of Way overhang easement:

**POWER EASEMENT 7 PARCEL 7**

AN ELECTRICAL EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1593.33 FEET S.0°11'36"E. AND 1103.59 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO 116.95 FEET N.0°11'36"W. ALONG THE WEST BLOCK LINE OF BLOCK 69 FROM THE SOUTHWEST BLOCK CORNER OF BLOCK 69, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE S.77°47'19"E. 4.91 FEET; THENCE S.85°27'27"E. 36.87 FEET; THENCE S.85°26'39"E. 57.03 FEET; THENCE S.87°18'34"E. 9.07 FEET; THENCE S.78°08'56"E. 11.03 FEET; THENCE S.11°51'04"W. 5.00 FEET; THENCE N.78°08'56"W. 8.38 FEET; THENCE

**N.85°26'58"W. 109.35 FEET TO THE WEST BLOCK LINE OF SAID BLOCK 69;  
THENCE N.0°11'36"W. 5.67 FEET TO THE POINT OF BEGINNING.  
THE ABOVE DESCRIBED EASEMENT CONTAINS 595 SQUARE FEET IN AREA,  
OR 0.014 ACRES, MORE OR LESS.**

**Assessor Parcel No. RPS0173090001A**

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall promptly repair any damage to the easement area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the easement area needed to accommodate Grantee's vehicles, fixtures and equipment.

Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing hydroelectric facility or any additional facilities or improvements constructed after the granting of this Easement.

Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electrical Safety Code Clearance Standards. Grantee shall not store materials within the easement area. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and National Electric Safety Code Clearance Standards.

Grantee shall not cause any obstruction to Grantor's use of the easement area including but not limited to use of existing roads or access areas to Grantor's facilities.

Grantor shall have no obligation to maintain the access within or to the Easement or to keep the same in passable condition for the benefit of Grantee. Any maintenance work performed by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or

otherwise occupy and to continue to use the easement area for access to its hydroelectric facility and the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the easement area pursuant to this Easement.

#### **Release and Indemnification**

(a) Grantee, its successors and assigns, shall use the easement area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the easement area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the easement area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the easement area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's land. For purposes of this Section, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are

provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all ownership rights in the easement area and to keep (i) the easement area from becoming publicly dedicated, and (ii) others from obtaining any rights in the easement area.

Grantee accepts the easement area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or representations of any kind with respect to the easement area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the easement area, the condition of title in and to the easement area, any adverse environmental conditions in, on, under, or around the easement area, and any warranty of fitness of the easement area for a particular purpose.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

GRANTOR

GRANTEE

St. Anthony Hydro LLC, an Idaho limited liability company  
By Birch Power Company, its Manager

PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ted S. Sorenson, President of Birch Power Company  
Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

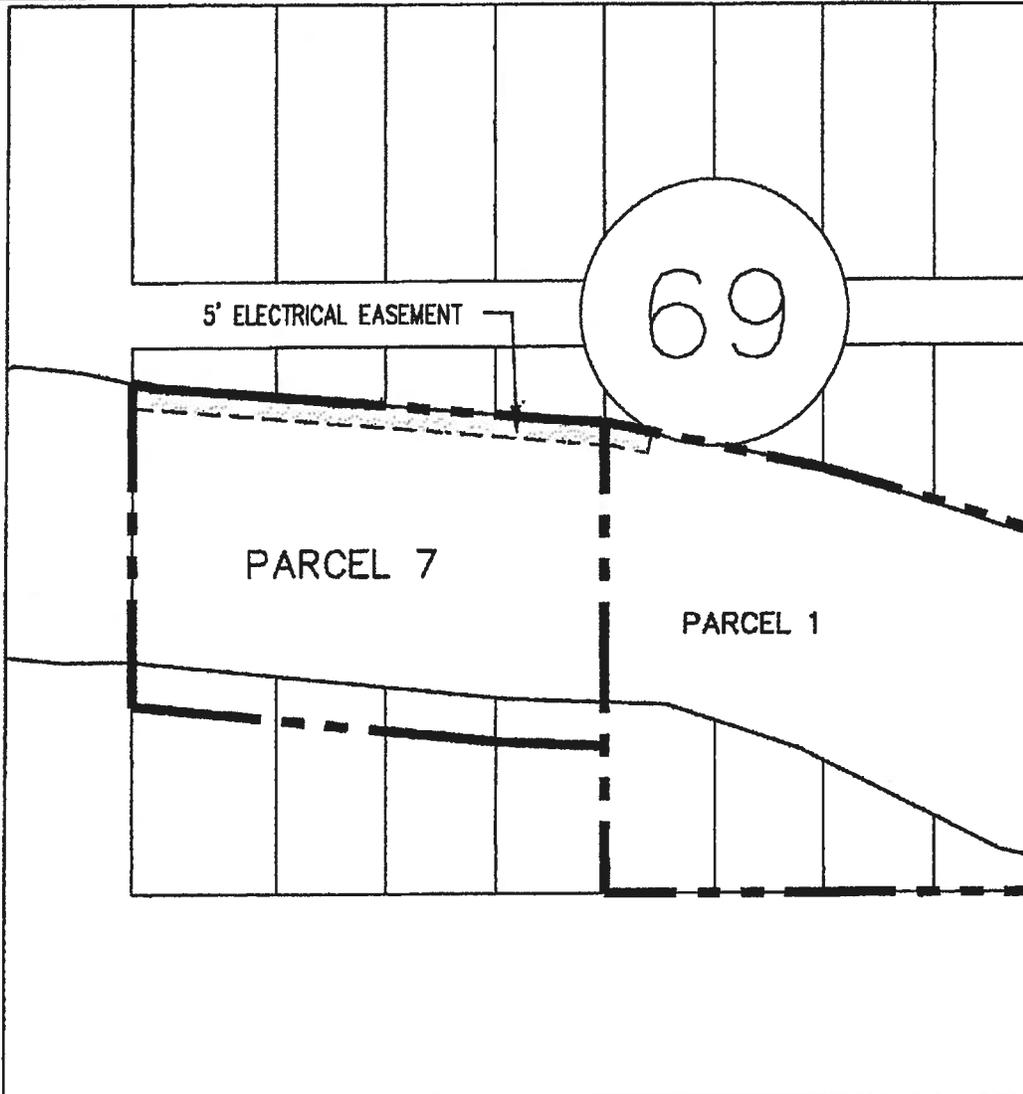
STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

### Property Description

Quarter: SW Quarter: NE Section: 1 Township 7N,  
Range 40E, Boise Meridian  
County: Fremont State: Idaho  
Parcel Number: RPS0173090001A



CC#	WO# 312353
Landowner Name:	Pacificorp
Drawn By:	ALI, Meridian Engineering, Inc.

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

08/27/12  
**EXHIBIT A**



SCALE: 1 Inch = 40 Feet

Return to:  
Rocky Mountain Power  
Lisa Louder/PG  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: St. Anthony Hydro  
Project Tract Number: Easement 8/parcel 1  
WO#: 312353  
RW#: 20120193

### RIGHT OF WAY EASEMENT

For value received, St. Anthony Hydro, LLC, ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 5 feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or under the surface of the real property of Grantor in Fremont County, State of Idaho more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: **POWER EASEMENT (8) PARCEL 1**

A 5 FOOT ELECTRICAL EASEMENT SITUATE IN THE SE1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1627.07 FEET S.0°11'36"E. AND 1307.14 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO 83.22 FEET N.0°11'36"W. AND 61.30 FEET S.89°48'24"W. FROM THE SOUTHEAST CORNER OF BLOCK 69, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE S.73°32'29"E. 7.16 FEET; THENCE S.29°15'53"E. 92.86 FEET TO THE SOUTH BLOCK LINE OF SAID BLOCK 69; THENCE S.89°48'24"W. 5.72 FEET; THENCE N.29°15'53"W. 95.21 TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED EASEMENT CONTAINS 470.18 SQUARE FEET IN AREA, OR 0.011 ACRES, MORE OR LESS.

Assessor Parcel No.

RPS0173090001A

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Grantee shall promptly repair any damage to the easement area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the easement area needed to accommodate Grantee's vehicles, fixtures and equipment.

Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing hydroelectric facility or any additional facilities or improvements constructed after the granting of this Easement.

Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electrical Safety Code Clearance Standards. Grantee shall not store materials within the easement area. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and National Electric Safety Code Clearance Standards.

Grantee shall not cause any obstruction to Grantor's use of the easement area including but not limited to use of existing roads or access areas to Grantor's facilities.

Grantor shall have no obligation to maintain the access within or to the Easement or to keep the same in passable condition for the benefit of Grantee. Any maintenance work performed by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the easement area for access to its hydroelectric facility and the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the easement area pursuant to this Easement.

#### Release and Indemnification

(a) Grantee, its successors and assigns, shall use the easement area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the easement area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the easement area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the easement area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's land. For purposes of this Section, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all ownership rights in the easement area and to keep (i) the easement area from becoming publicly dedicated, and (ii) others from obtaining any rights in the easement area.

Grantee accepts the easement area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or

representations of any kind with respect to the easement area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the easement area, the condition of title in and to the easement area, any adverse environmental conditions in, on, under, or around the easement area, and any warranty of fitness of the easement area for a particular purpose.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

GRANTOR

GRANTEE

St. Anthony Hydro LLC, an Idaho limited liability company  
By Birch Power Company, its Manager

PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ted S. Sorenson, President of Birch Power Company  
Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTOR)**

STATE OF IDAHO )  
 : ss.  
COUNTY OF BONNEVILLE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

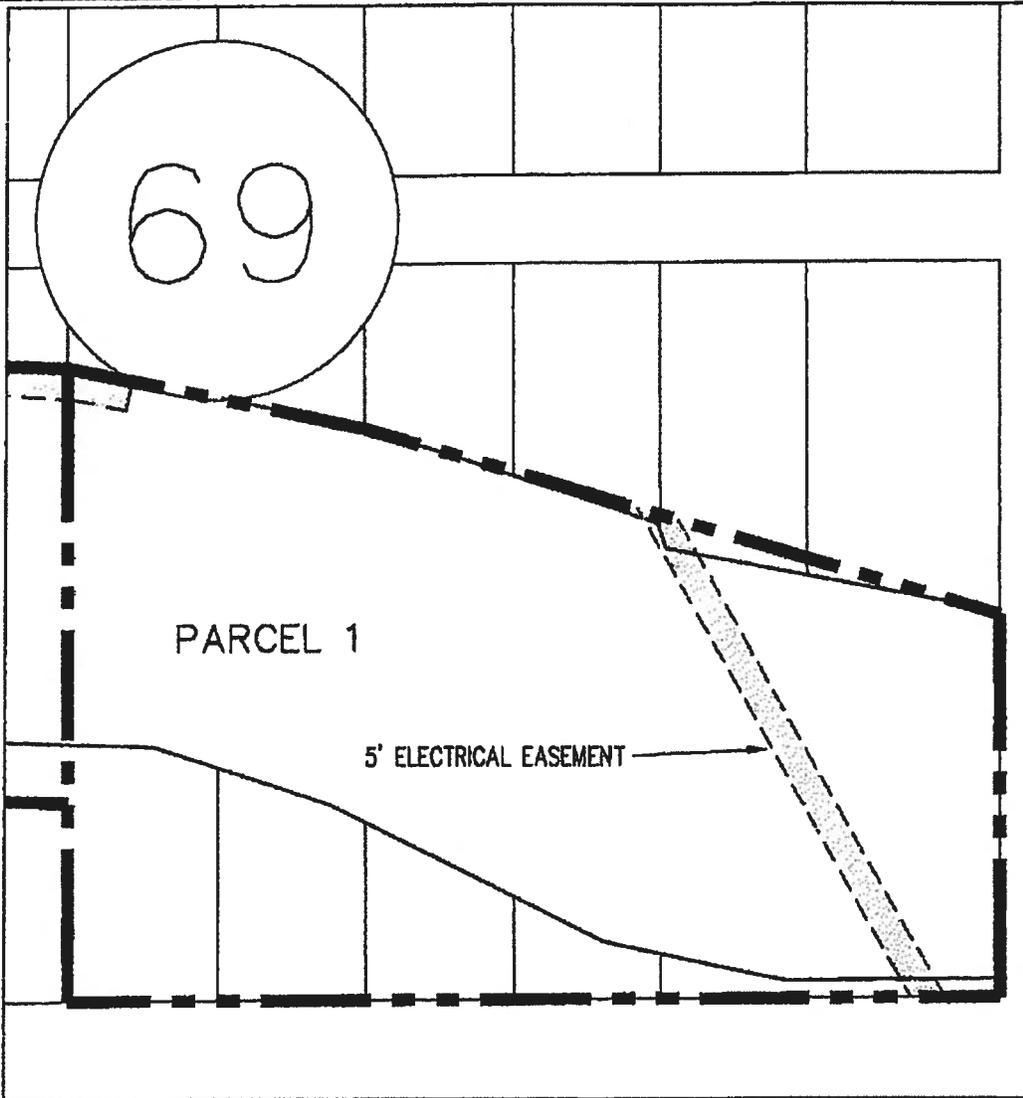
STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

### Property Description

Quarter: SW/SE Quarter: NE Section: 1 Township 7N,  
Range 40E, Boise Meridian  
County: Fremont State: Idaho  
Parcel Number: RPS0173090001A



CC# WO#: 312353

Landowner Name: PacifiCorp

Drawn By: ALJ, Meridian Engineering, Inc.

08/27/12

# EXHIBIT A

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



SCALE: 1 inch = 30 Feet

**EXHIBIT K**  
**FORM OF ACCESS EASEMENT**

WHEN RECORDED, RETURN TO:

Rocky Mountain Power  
Property Management Dept  
Attn: Lisa Louder  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
Parcel No.  
File No.

### ACCESS EASEMENT

For value received and other good and valuable consideration PACIFICORP, an Oregon corporation, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("Grantor"), hereby CONVEYS to St. Anthony Hydro LLC, an Idaho limited liability company, its successors-in-interest and assigns ("Grantee"), a perpetual non-exclusive easement for a right-of-way for use of Grantor's road in order to access Grantee's hydroelectric facility and appurtenances thereto over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Fremont County, State of Idaho, more particularly described in Exhibit "A", to the facilities located on property owned by Grantee ("Grantee's Land") more particularly described in Exhibit "B." The location of this Easement and rights granted herein (the "Easement Area") is more particularly described and shown on Exhibit "C".

This Easement and right-of-way is granted subject to the following conditions:

1. Purpose. The sole purpose of this Easement and use of the Easement Area is limited to provide Grantee access to Grantee's hydroelectric facility and appurtenances thereto, located on Grantee's Land. No other right to use Grantor's Land is granted. This Easement is non-divisible and non-apportionable. Grantee shall promptly repair any damage to the Easement Area caused by Grantee's use. Grantee shall be responsible for any repairs, maintenance or improvements to the Easement Area needed to accommodate Grantee's vehicles.

2. Grantee, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or any additional facilities or improvements constructed after the granting of this Easement, including electric transmission and distribution circuits that cross over, under or above the Grantor's Land.

3. Grantee, its successors and assigns, will not use or permit to be used on said Easement construction cranes or other equipment that violate OSHA and National Electric Safety Code Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within fifty (50) feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and National Electric Safety Code Clearance Standards.

4. Grantee shall not place or allow to be placed any trees or other vegetation within the Easement Area exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12-foot limitation.

5. Grantee shall not cause any obstruction to Grantor's use of the Easement Area including but not limited to use of existing roads or access areas to Grantor's facilities. Grantee shall provide notice to Grantor for Grantor's approval of planned closures or partial closures of access roads at least two (2) weeks prior to commencement of any planned closures or partial closures.

6. In the event Grantee or its successor abandons the hydroelectric facility, this easement shall terminate. Ceasing to operate the hydroelectric facility for a period exceeding six (6) months without making efforts to repair or restore the facility to operational status may be used as non-conclusive evidence of Grantee's intent to abandon the hydroelectric facility.

7. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, or perform any activity that does not unreasonably interfere with the use granted herein, up the lands included with this Easement herein conveyed by Grantor to Grantee. Grantor shall have no obligation to maintain the roadways located on Property or to keep the same in passable condition for the benefit of Grantee. Any work performed on roadways located on Property by Grantee shall be at Grantee's sole cost and expense. Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the Easement Area for its electric utility operations and for any future uses as deemed necessary or desirable by Grantor and the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the Easement Area pursuant to this Easement.

8. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) Grantee agrees to defend, indemnify and to hold harmless Grantor from any liability, claims and damage which may occur as a result of Grantee's use of this Easement.

Grantee shall use the Easement Area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the Easement Area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect,

indemnify, defend, and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's Land. For purposes of this Section 5, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

9. Not a Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's Land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Provided reasonable accommodations are provided to allow Grantee's continued use, Grantor hereby retains and reserves the right to gate or otherwise close the access granted herein to the extent necessary to retain all ownership rights in the Easement Area and to keep (i) the Easement Area from becoming publicly dedicated, and (ii) others from obtaining any rights in the Easement Area.

10. AS IS" Condition. Grantee accepts the Easement Area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or representations of any kind with respect to the Easement Area. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the Easement Area, the condition of title in and to the Easement Area, any adverse environmental conditions in, on, under, or around the Easement Area, and any warranty of fitness of the Easement Area for a particular purpose.

11. 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, Grantor and Grantee have each caused this Easement to be duly executed as of the date first herein written.

**GRANTOR**  
PacifiCorp, an Oregon corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE**  
St. Anthony Hydro LLC, an Idaho limited liability company

By Birch Power Company, its Manager

By: \_\_\_\_\_  
Its: Ted S. Sorenson, President of Birch Power Company

Date: \_\_\_\_\_

ACKNOWLEDGEMENT (GRANTOR)

STATE OF \_\_\_\_\_)

: ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the 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.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT (GRANTEE)**

STATE OF IDAHO                    )  
  : ss.  
COUNTY OF BONNEVILLE    )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, before me, a Notary Public in and for the State of Idaho, personally appeared Ted S. Sorenson, known or identified to me to be the president of Birch Power Company, the corporation that is the manager of St. Anthony Hydro LLC, an Idaho limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Idaho Falls  
My commission expires: \_\_\_\_\_

EXHIBIT "A"  
Grantor's Land

A PARCEL OF LAND SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1790.28 FEET S.0°11'36"E. AND 634.49 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1) SAID POINT BEING IN THE NORTH LINE OF BLOCK 90, ST. ANTHONY TOWNSITE, AND RUNNING THENCE N.89°48'24"E. 44.26 FEET ALONG THE NORTH BLOCK LINE TO THE NORTHEAST CORNER OF SAID BLOCK 90; THENCE S.00°11'36"E. 125.00 FEET; THENCE S.89°48'24"W. 264.84 FEET; THENCE N.77°22'38"E. 18.21 FEET; THENCE N.60°13'55"E. 161.52 FEET; THENCE N.49°41'31"E. 33.34 FEET; THENCE N.61°26'50"E. 41.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 18,360 SQUARE FEET IN AREA, OR 0.421 ACRES, MORE OR LESS.

And;

A PORTION OF LOT 11, AND BLOCK 90, ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF.

**EXHIBIT "B"**  
**Grantee's Land**

Lot 1 of St. Anthony Power Plant and Property Amending Lots 1 through 10 Block 90 , Saint Anthony Townsite Subdivision:

A PARCEL OF LAND SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1790.28 FEET S.0°11'36"E. AND 413.91 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1) SAID POINT BEING THE NORTHWEST CORNER OF LOT 10, BLOCK 90, ST. ANTHONY TOWNSITE, AND RUNNING THENCE N.89°48'24"E. 132.42 FEET ALONG THE NORTH BLOCK LINE OF SAID BLOCK 90; THENCE S.0°11'36"E. 44.24 FEET; THENCE N.53°48'31"E. 59.52 FEET; THENCE N.42°58'50"E. 12.70 FEET TO A POINT IN THE NORTH BLOCK LINE OF SAID BLOCK 90; THENCE N.89°48'24"E. 31.32 FEET; THENCE S.61°26'50"W. 41.84 FEET; THENCE S.49°41'31"W. 33.34; THENCE S.60°13'55"W. 161.52 FEET; THENCE S.77°22'38"W. 18.21 FEET TO A POINT IN THE WEST BLOCK LINE OF SAID BLOCK 90; THENCE N.00°11'36"W. 125.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 13,415 SQUARE FEET IN AREA, OR 0.308 ACRES, MORE OR LESS.

And;

**Parcel 4:** THAT PORTION OF LAND LYING WEST OF THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET), ST. ANTHONY TOWNSITE (NOW CITY OF ST. ANTHONY), FREMONT COUNTY, IDAHO, AS SHOWN ON THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF 3RD WEST STREET (PREVIOUSLY KNOWN AS SEVENTH STREET) ON THE SOUTH SIDE OF THE EGIN CANAL AND RUNNING THENCE S. 300 FEET, MORE OR LESS, TO THE NORTH BANK OF THE NORTH FORK OF SNAKE RIVER; THENCE NORTHWESTERLY ALONG THE SAID NORTH BANK OF THE NORTH FORK OF SNAKE RIVER 275 FEET, MORE OR LESS; THENCE NORTHEASTERLY 300 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "C"  
Page 1 of 2

**Legal description of the Easement Area**

**A ROAD EASEMENT SITUATE IN THE SW1/4NE1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, IN FREMONT COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

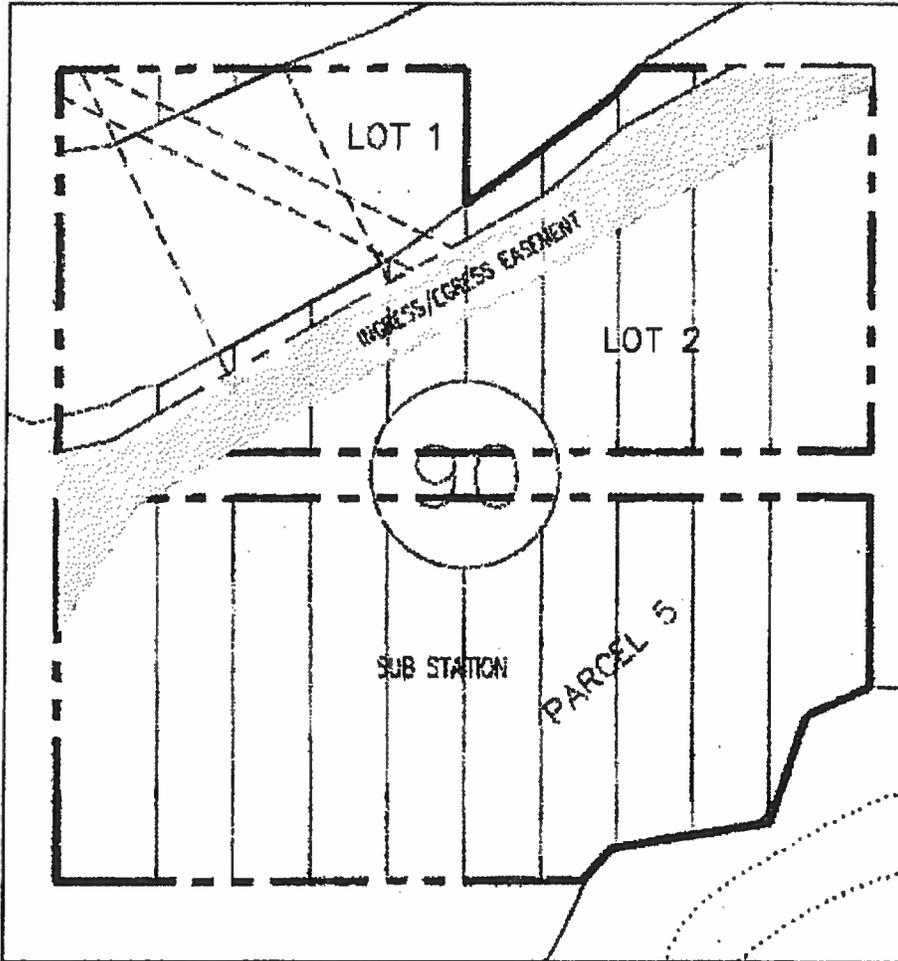
**BEGINNING AT A POINT 1915.28 FEET S.0°11'36"E. AND 413.91 FEET N.89°48'24"E. FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, (NOTE: BASIS OF BEARING IS S.89°44'25"W ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 1), SAID POINT IS ALSO 125.00 FEET S.0°11'36"E. ALONG THE WEST BLOCK LINE OF BLOCK 90 FROM THE NORTHWEST BLOCK CORNER OF BLOCK 90, SAINT ANTHONY TOWNSITE, AND RUNNING THENCE N.77°22'38"E. 18.21 FEET; THENCE N.60°13'55"E. 161.52 FEET; THENCE N.49°41'31"E. 33.34 FEET; THENCE N.61°26'50"E. 41.84 FEET OF THE NORTH BLOCK LINE OF SAID BLOCK 90; THENCE N.89°48'24"E. 44.26 FEET TO THE NORTHEAST BLOCK CORNER OF SAID BLOCK 90; THENCE S.0°11'36"E. 6.08 FEET; THENCE S.60°08'10"W. 274.83 FEET; THENCE S.31°41'49"W. 49.30 FEET TO THE WEST BLOCK LINE OF SAID BLOCK 90; THENCE N.00°11'36"W. 58.99 FEET TO THE POINT OF BEGINNING.**

**THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7,198 SQUARE FEET IN AREA, OR 0.165 ACRES, MORE OR LESS.**

**EXHIBIT "C"**  
Page 2 of 2

**Property Description**

Quarter: SW Quarter NE Section: 1 Township 7N,  
Range 48E, Boise Meridian  
County: Fremont State: Utah  
Parcel Number: RPS017300061A



CC# 1408  
Landowner Name PacifiCorp  
Drawn By ALI, Meridian Engineering, Inc.

08/27/12  
**EXHIBIT A**

This drawing should be used only as a representation of the location of the easements being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



SCALE: 1 inch = 60 Feet

**EXHIBIT L**





**MARK TALLMAN**  
Vice President, Renewable Resources  
PacifiCorp Energy  
825 NE Multnomah, Suite 2000  
Portland, Oregon 97232  
mark.tallman@pacificorp.com

[redacted], 201\_

[redacted]

[redacted]

[redacted]

[redacted]

**SUBJECT: SALE OF ST. ANTHONY HYDRO DEVELOPMENT**

Dear [redacted]:

As you are aware, PacifiCorp intends to enter into a purchase and sale agreement ("Agreement") with St. Anthony Hydro LLC ("Buyer"), represented by Ted and Gayle Sorenson, pursuant to which PacifiCorp is selling to Buyer the St. Anthony Hydro Development ("Development"). As part of the sale, PacifiCorp is transferring all of its rights and obligations with respect to the Development to Buyer.

[redacted]

[redacted]

If EBCI agrees to the foregoing terms, please obtain the signature of an authorized representative of EBCI on the following page and return it to my attention at your earliest convenience.

Sincerely,

Mark R. Tallman  
PacifiCorp Energy

Page 2

**ACKNOWLEDGED AND AGREED:**



**By:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_  
(Type or Print)

**Title:** \_\_\_\_\_  
\_\_\_\_\_  
(Date Executed)