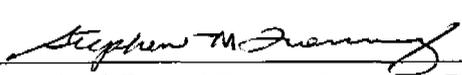


**14 SIGNATURES**

  
\_\_\_\_\_  
**Property Owner/Signatory:** Threemile Canyon Farms  
75906 Threemile Road, Boardman, Oregon 97818  
Representative: Martin Myers, General Manager

MAR 01 2004

  
\_\_\_\_\_  
**Property Owner/Signatory:** Portland General Electric Company, Boardman Plant  
P.O. Box 499, Boardman, Oregon 97818  
Representative: Stephen Quennoz, Vice President, Generation

MAR 01 2004

  
\_\_\_\_\_  
**Signatory:** The Nature Conservancy  
821 SE 14<sup>th</sup> Avenue, Portland, Oregon 97214  
Representative: Russell Hoeflich, State Director and Vice President

MAR 12 2004

  
\_\_\_\_\_  
**Signatory:** Oregon Department of Fish and Wildlife, Northeast Region  
107 20<sup>th</sup> Street, La Grande, Oregon 97850  
Representative: Bruce Eddy, Northeast Region Supervisor

MAR 01 2004

  
\_\_\_\_\_  
**Authorizing Agency/Signatory:** U.S. Fish and Wildlife Service  
911 NE 11<sup>th</sup> Avenue, Portland, Oregon 97232  
Representative: David B. Allen, Regional Director

MAR 01 2004



**ERRATA TO PAGE 79 OF THE MULTI-SPECIES CANDIDATE  
CONSERVATION AGREEMENT WITH ASSURANCES**

**SIGNATORIES:**

**Threemile Canyon Farms  
The Nature Conservancy  
Portland General Electric**

**U.S. Fish and Wildlife Service  
Oregon Department of Fish and Wildlife**

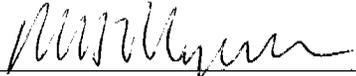
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~~The minimum amount that TNC has estimated for maintaining current conditions within the Farm Conservation Areas (barring a large scale fire of more than 300 acres) is at least \$50,000 in start-up funding and approximately \$165,000 per year. These funds will be used to satisfy the obligations within this Agreement and the Conservation Commitments on the Farm Conservation Areas.~~

Threemile Canyon Farms and TNC **anticipates leveraging the funds from the Farm to secure additional funding for the project (approximately \$20,000 to \$40,000 per year through Federal and state grants and contracts), and** will continue to work together to identify additional ~~long-term~~ funding sources. Grant funds may become available through Federal funding programs, such as the USFWS Grants Program, administered by USFWS. Threemile Canyon Farms and TNC will apply to USFWS for funding of the MSCCAA through this program.

**Rationale for the change:** The Signatories acknowledge and agree that the above changes to the Agreement are necessary based on historical experience and to avoid confusion in the public. The Signatories believe that the previous language does not accurately reflect the actual costs and experience of undertaking conservation activities within the Farm's Conservation Areas based on the last three years of implementation. The Signatories wish to clarify that, although TNC has in the past provided additional funding for conservation activities, TNC has no obligation to provide funding to meet the conservation obligations of the MSCCAA. The parties will continue to work closely together to ensure the implementation of their respective conservation commitments within the Conservation Areas.



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Martin Myers, General Manager  
Threemile Canyon Farms

3 / 11 / 04

Date

**ERRATA TO PAGE 79 OF THE MULTI-SPECIES CANDIDATE  
CONSERVATION AGREEMENT WITH ASSURANCES**

**SIGNATORIES:**

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The Nature Conservancy  
Portland General Electric**

**U.S. Fish and Wildlife Service  
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---

Russell Hoeflich, State Director and Vice President  
The Nature Conservancy

3/12/04  
Date

**ERRATA TO PAGE 79 OF THE MULTI-SPECIES CANDIDATE  
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**SIGNATORIES:**

**Threemile Canyon Farms  
The Nature Conservancy  
Portland General Electric**

**U.S. Fish and Wildlife Service  
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*JPB*

*Stephen M Quennoz*

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Stephen Quennoz, Vice President, Generation  
Portland General Electric Company

*3/16/04*

Date

**ERRATA TO PAGE 79 OF THE MULTI-SPECIES CANDIDATE  
CONSERVATION AGREEMENT WITH ASSURANCES**

**SIGNATORIES:**

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The Nature Conservancy  
Portland General Electric**

**U.S. Fish and Wildlife Service  
Oregon Department of Fish and Wildlife**

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David B. Allen, Regional Supervisor  
U.S. Fish and Wildlife Service

MAR 11 2004

Date

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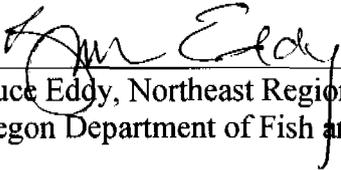
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\_\_\_\_\_  
Bruce Eddy, Northeast Region Supervisor  
Oregon Department of Fish and Wildlife

3/12/04  
\_\_\_\_\_  
Date

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**16APPENDICES**



***APPENDIX A***

***Legal Descriptions of the Covered Area***



**EXHIBIT B2**  
**LEGAL DESCRIPTION**

**PARCEL I**

**Township 2 North, Range 23, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

**All of Sections 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 22, 23, and 24.**

**Section 6:** SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; S  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; and Government Lots 1, 2, 3, 4, and 5.

**Section 8:** NE  $\frac{1}{4}$ ; N  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; and E  $\frac{1}{2}$  SE  $\frac{1}{4}$ .

**Section 16:** All that portion lying Easterly of State Highway No. 74, as it is now situated,

EXCEPTING THEREFROM Starting from a point on the East boundary line of right of way of State Highway No. 74 as it is now situated 400 feet North and 400 feet East of the Southwest corner of said Section 16; thence East 400 feet; thence North 600 feet; thence West to the East boundary line of the right of way of State Highway No. 74; thence South along the East boundary line of the right of way of State Highway No. 74 to the place of beginning. All being in the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of said Section 16.

**Section 21:** All that portion lying Easterly of State Highway No. 74 as it is now situated,

EXCEPTING THEREFROM Starting from a point on the East boundary line of the right of way of State Highway No. 74 as it is now situated 1200 feet South and 300 feet East of the NW corner of said Section 21; thence East 500 feet; thence South 500 feet; thence West to the East boundary line of the right of way of said State Highway No. 74; thence North along said East boundary line to the place of beginning. All being located in the W  $\frac{1}{2}$  NW  $\frac{1}{4}$  of said Section 21.

**Township 3 North, Range 23, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

**All of Sections 1 through 36, inclusive.**

**Township 4 North, Range 23, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

**All of Fractional Sections 13, 14, 22, 23, and the E  $\frac{1}{2}$  and E  $\frac{1}{2}$  W  $\frac{1}{2}$  of Fractional Section 21, and all of Section 24, except the relocated rights of way for Oregon-Washington Railway and Navigation Company (Union Pacific Railroad) and for relocated United States Highway No. 30.**

**All of that portion of Sections 20, 30 and the W  $\frac{1}{2}$  W  $\frac{1}{2}$  of Section 21 lying Southerly of the right of way for relocated United States Highway No. 30.**

**All of Fractional Section 15.**

**All of Sections 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, and 36.**

**Township 2 North, Range 24, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

**All of Sections 1 through 24, inclusive.**

**Township 3 North, Range 24, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

**All of Sections 1 through 36, inclusive.**

**Township 4 North, Range 24, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

**All of Fractional Sections 7, 8, 9, and 10.**

**All of Fractional Sections 15, 16, 17, and 18, except** the relocated rights of way for Oregon-Washington Railway and Navigation Company (Union Pacific Railroad) and for relocated United States Highway No. 30.

**All of Sections 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36; S ½ of Section 25 and S ½ of Section 26.**

**EXCEPTING THEREFROM** that tract of land conveyed to the United States of America in Deed recorded July 23, 1970, as Microfilm No.M-2688 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to the State of Oregon, by and through the State Land Board in Deed recorded October 17, 1963 in Book 69, Page 519, Morrow County Deed Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to the State of Oregon, by and through its State Highway Commission in Deed recorded March 20, 1964 in Book 70, Page 386, Morrow County Deed Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to the State of Oregon, by and through its State Highway Commission in Deed recorded June 30, 1970 as Microfilm No. M-2277 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to Portland General Electric Company in Deed recorded as Microfilm No.M-8457 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to the United States of America in Deed recorded December 27, 1983 as Microfilm No.M-22569 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to the United States of America in Deed recorded May 8, 1972 as Microfilm No.M-4709 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** that tract of land conveyed to the Port of Morrow in Deed recorded February 15, 1991 as Microfilm No.M-36263 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** that tract of land described in Deed to the City of Boardman, recorded July 14, 2000, as Microfilm No.M-2000-1542 Morrow County Microfilm Records.

**ALSO EXCEPTING THEREFROM** the following described parcel described as a whole as follows:

**Township 2 North, Range 23, East** of the Willamette Meridian, in the County of Morrow and State of Oregon.

All of Sections 13, 14, 15, 21, 22, 23, 24, and the Southeast ¼ of the Southeast ¼ of Section 8 and all that portion of Section 9, lying Southerly and Westerly of the following described line: Commencing at the Northwest Corner of Section 5, Township 2 North, Range 23 East, monumented with a 2 ½" G.L.O. brass cap; said point bears S 89°44'33" W, 10,451.11 feet from the Northeast Corner of Section 4 of said Township; thence S 24°05'30" E, 10,151.64 feet to the Northwest Corner of the Southeast Quarter of the Southeast Quarter of Section 8; thence S 88°44'25" E 1249.13 feet, more or less, to the West line of Section 9 and the true point of beginning; thence N 89°21'38" E 2537.97 feet; thence S 00°21'30" E 1219.39 feet, more or less, to the South line of Section 9 and the terminus of said line, said point being hereinafter referred to as Point "A".

TOGETHER WITH all those portions of Sections 10, 11, and 12 of said Township and Range, lying Southerly of the following described line: Commencing at Point "A" aforementioned; thence S 00°21'30" E, 2154.64 feet to an existing fence line; thence Northeasterly along said fence the following courses, N 53°10'44" E, 374.06 feet; thence N 50°26'51" E, 791.40 feet; thence N 46°53'09" E, 772.89 feet; thence N 52°06'55" E, 1541.62 feet, more or less, to the West line of Section 10 and the true point of beginning; thence continuing along said fence N 52°06'55" E, 57.22 feet; thence N 56°49'20" E, 741.39 feet; thence N 57°40'03" E, 2,592.70 feet; thence N 58°20'14" E, 377.09 feet; thence N 62°41'12" E, 433.05 feet; thence leaving said fence S 89°57'50" E, 12,076.12 feet, more or less, to the East line of Section 12 and the terminus of said line, said point being hereinafter referred to as Point "B" and bears N 00°01'07" W, 2,276.52 feet from the Southeast Corner of said Section 12 witnessed with a 3-way fence intersection.

ALSO TOGETHER WITH all of Section 16, except that portion thereof lying Easterly and Northerly of the following described line: Beginning at Point "A" aforementioned; thence S 00°21'30" E, 2,154.64 feet to an existing fence; thence Northeasterly along said fence the following courses, N 53°10'44" E, 374.06 feet; thence N 50°26'51" E, 791.40 feet; thence N 46°53'09" E, 772.89 feet; thence N 52°06'55" E, 1,460.10 feet, more or less, to the North line of said Section 16 and the terminus of said line.

EXCEPTING THEREFROM that portion of Section 16 lying westerly of State Highway No.74 as it is now situated, and except that portion of section 16 described as follows: Beginning at a point on the East boundary line of the right of way of State Highway No. 74 as it is now situated, 400 feet North and 400 feet East of the Southwest Corner of said Section 16; thence East 400 feet; thence North 600 feet; thence West to the East boundary line of said Highway No. 74; thence Southerly along said Easterly right of way to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of Section 21 lying Westerly of State

Highway No. 74, as it is now situated and that portion of said Section 21, described as follows: Beginning at a point on the East boundary line of the right of way of State Highway No. 74, as it is now situated, 1200 feet South and 300 feet East of the Northwest Corner of said Section 21; thence East 500 feet; thence South 500 feet; thence West to the East boundary line of said Highway No. 74; thence North along said East boundary to the point of beginning.

Township 2 North, Range 24, East of the Willamette Meridian, in the County of Morrow and State of Oregon.

All of Sections 1, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, and the East Half of Section 2, all of Section 11, except the Northwest Quarter thereof and all of Section 10, except the Northeast Quarter thereof and together with that portion of Section 7 lying Southerly of the following described line: Beginning at Point "B" aforementioned on the West line of Section 7; thence S 89°57'50" E, 5,686.95 feet to the East line of said Section 7 and the terminus of said line, said point being hereinafter referred to as Point "C".

TOGETHER WITH that portion of Section 8 lying Southerly, Westerly, and Southeasterly of the following described line: Beginning at Point "C" aforementioned on the West line of Section 8; thence S 89°57'50" E, 529.05 feet; thence S 00°11'52" E, 1,192.04 feet; thence N 76°24'58" E, 4,874.95 feet to the East line of said Section and the terminus of said line, said point being hereinafter referred to as Point "D".

ALSO TOGETHER WITH all that portion of Section 9, lying Southeasterly of the following described line: Beginning at Point "D" aforementioned; thence N 76°24'58" E, 2,634.32 feet; thence N 19°34'46" E, 2,833.66 feet to the North line of said Section 9 and the terminus of said line.

Township 3 North, Range 24, East of the Willamette Meridian, in the County of Morrow and State of Oregon.

All of Sections 22, 23, 24, 25, 27, 36 and all that portion of Section 21 and 28 lying Easterly of a line which is 500 feet Easterly of and parallel with the North-South centerline of said Sections 21 and 28.

Township 4 North, Range 24, East of the Willamette Meridian, in the County of Morrow and State of Oregon.

The South Half of Section 25 and the North Half of Section 36.

### IN GILLIAM COUNTY, OREGON

#### In Township 3 North Range 22 East of the Willamette Meridian

Section 1: That portion of the East ½ located Easterly of Old Highway No. 74

- which Highway has been vacated.
- 12: E $\frac{1}{2}$ E $\frac{1}{2}$ .
  - 24: All.
  - 25: All.
  - 26: E $\frac{1}{2}$ E $\frac{1}{2}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$ .
  - 35: That part of the E $\frac{1}{2}$ NE $\frac{1}{4}$  lying Easterly of State Highway No. 74 as it is now situated.
  - 36: N $\frac{1}{2}$ ; SE $\frac{1}{4}$ ; that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$  lying Easterly of State Highway 74 as it is now situated.

TOGETHER WITH a non-exclusive easement to construct, install and maintain on the real property described below all necessary pipeline, pumping plant and other irrigation equipment reasonably required to take water from Willow Creek, together with a permit authorizing the appropriation of water from Willow Creek, to irrigate the above described premises.

A strip of land located in Section 7 and 6, Township 3 North, Range 23 East, W.M., Morrow County, Oregon and in Section 1, Township 3 North, Range 22 East, W.M. and in Section 36,, Township 4 North, Range 22-Cast, W.M., Gilliam County, Oregon, being 100 feet in Width and having 50 feet on each side of the following described line:

Beginning at the South quarter corner of Section 7, Township 3 North, Range 23 East, W.M., thence North 89° 40' 48" East along the South line of said Section 7, a distance of 811.59 feet to the true point of beginning; thence North 31° 07' 44" West a distance of 4,291.94 feet; thence North 26° 07' 04" West a distance of 3,125.30 feet to a point on the West line of Section 6, lying North 00° 02' 00" East a distance of 1,226.92 feet from the Southwest corner of Section 6, Township 3 North, Range 23 East, thence North 26° 07' 04" West a distance of 22.70 feet to a point which is 10 feet West of the West line of said Section 6; thence North 00° 02' 00" East parallel with the West line of said Section 6 a distance of 2,546.00 feet; thence North 18° 55' 45" West a distance of 2,430.00 feet; thence North 55° 16' 35 " West a distance of 320 feet, more or less to a point on the Government Taking Line and the Terminus of said line.

**In Township 4 North Range 22 East of the Willamette Meridian**

- |                |  |
|----------------|--|
| <b>Section</b> | <b>25:</b> All of that portion lying Easterly of State Highway No. 74 and lying Southerly of the right of way for relocated U.S. Highway No. 30. |
|                | <b>36:</b> That portion of the E $\frac{1}{2}$ and the E $\frac{1}{2}$ NW $\frac{1}{4}$ lying Easterly of State Highway No. 74.                  |

**EXCEPT THEREFROM** any portion thereof lying within the property described as Tract 2308 in that certain judgment on the Declaration of Taking and Order of Immediate Possession issued by the United States District Court for the District of Oregon on September 20, 1963 In Civil Case No. 63-435.

**PARCEL II**

AN EASEMENT FOR RIGHT OF WAY for construction, operation and maintenance of an irrigation water pumping plant and pipelines together with necessary appurtenances thereto, as granted by The Secretary of the Army, as Grantor to The Boeing Company, a Delaware corporation, grantee, in that certain "Department of The Army Easement for Right of Way (Pipeline)", dated December 21, 1971, recorded April 16, 2001 as M-71-283 records of Gilliam County, Oregon, and as amended by that certain "Supplement No.1 To Department of The Army Easement No. DACW57-2-72-33, John Day Lock and Dam (Lake Umatilla) Project",, dated February 13, 1981, and recorded April 16, 2001 as M-72-282,, records of Gilliam County, Oregon, over, across, in and upon the property described, collectively as follows:

That portion of the Southeast  $\frac{1}{4}$  of Section 36, Township 4 North, Range 22 East of the Willamette Meridian, Gilliam County, Oregon more particularly described as follows: Beginning at the Southeast corner of Section 36, Township 4 North, Range 22 East of the Willamette Meridian; thence South  $89^{\circ} 34' 15''$  West a distance of 1,675.49 feet, along the South line of Section 36, to a point on the Easterly line of Tract 2308 described in that certain "JUDGMENT ON THE DECREE OF IMMEDIATE POSSESSION" issued out the United States District Court for the District of Oregon, Case No. CIVIL 63-435 recorded September 27, 1963, in Vol. 44 of Deeds at page 437. records of Gilliam County, Oregon; thence North  $31^{\circ} 44' 04''$  East a distance of 1,099.92 feet; thence North  $55^{\circ} 45' 00''$  West 1,018.47 feet; thence South  $39^{\circ} 00' 00''$  West 244.16 feet; thence North  $51^{\circ} 00' 00''$  West 650.00 feet; thence North  $39^{\circ} 00' 00''$  East 450.00 feet; thence South  $51^{\circ} 00' 00''$  East 132.55 feet; thence North 63.39 feet; thence East 300 feet; thence South  $55^{\circ} 45'$  East a distance of 559.46 feet; thence North  $34^{\circ} 15'$  East a distance of 125 feet; thence South  $55' 45'$  East to the Easterly line of Tract No. 2308 described above; thence South  $13^{\circ} 55' 20''$  E, along the Easterly line of said Tract 2308, a distance of 291.81 feet; thence continuing along the Easterly line of said tract 2308, South  $31^{\circ} 44' 04''$  West a distance of 400 feet, to the Point of Beginning.

F:\CLIENTS\14987001\LEGAL DESCRIPTION BAIC 6-27.DOC

**Portland General Electric Company – Boardman Plant**  
**Legal Description**

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, that the State of Oregon, acting by and through its Director of Veterans' Affairs, Grantor, for and in consideration of the payment of \$1,027,060 plus one percent thereof for each month after April 30, 1975 until delivery or recordation of this deed being the true and actual consideration paid for this transfer, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto Portland General Electric Company, a Corporation of Oregon, Grantee, three parcels of land in Morrow County, Oregon, totaling about 9,520 acres and certain easements described as follows:

Sections 26, 34 and 35, T3N, R24E, WM, and Section 5 and the West half of Section 4, the NE  $\frac{1}{4}$  of Section 10, the SE  $\frac{1}{4}$  of Section 3, the SW  $\frac{1}{4}$  of Section 2 and the NW  $\frac{1}{4}$  of Section 11, T2N, R24E, WM, Morrow County, Oregon, together with easements for (A) a pumping plant and buried pipeline, (B) reservoir flowage and related dams, (C) nuclear exclusion area, (D) dewatering overflow, (E) transmission lines, (F) railroad, (G) roadway, and (H) a barge basin, all as described in Easements A through H attached hereto.

TO HAVE AND TO HOLD unto the said grantee Portland General Electric Company, its successors and assigns forever, such title as Grantor holds and subject to agreements herein contained; save and except as set forth in Exhibit I attached hereto and by this reference made a part hereof, the grantor excepts and reserves to itself, its successors and assigns, all minerals, as defined in ORS 273.775(1), and including soil, clay, stone, sand and gravel and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for

PAGE 2

prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for and removing such minerals and geothermal resources; provided, however, that the rights hereby reserved to use the surface for any of the above activities shall be subordinate to that use of the surface of the premises deeded herein, or any part thereof, being made by the owner thereof on the date the State of Oregon leases its reserved minerals or geothermal resources; in the event such use of the premises by a surface rights owner should be damaged by one or more of the activities described above then such owner shall be entitled to compensation for such damages.

The grantee agrees to hold the grantor harmless and assumes liability for providing liability insurance on all property contained in Easement (C) herein as required in that certain deed dated December 12, 1963, between the United States of America and the State of Oregon recorded in Morrow County records in Book 70 Pages 91 through 94.

The grantee also agrees to hold the grantor harmless and to defend the grantor against all loss, cost and liability arising from or connected with the use of the land and rights in land herein conveyed, by the grantee and those holding under the grantee.

All easements (which term shall be deemed to include without limitation water storage and usage rights) which are granted to the Boeing Agri-Industrial Company or its successors, are to run with the land and shall not be terminated by reason of a transfer of ownership or termination, cancellation or expiration of a leasehold interest.



107

Boeing Agri-Industrial Company  
Post Office Box 139  
Boardman, Oregon 97818

January 2, 1980

Portland General Electric Company  
121 S.W. Salmon Street  
Portland, Oregon 97204

Attention: Mr. L. E. Hodel  
Assistant Vice President

Gentlemen:

PGE Sublease

Boeing Agri-Industrial Company ("BAIC") hereby subleases to you approximately 200 acres of land in the southerly portion of Section 33, T3N, R24E, W.M., as shown on Exhibit A-1 for a term commencing as of July 1, 1979, and ending contemporaneously with the expiration or sooner termination of BAIC's lease dated July 2, 1963 from the State of Oregon, Department of Veterans' Affairs. You may cancel this Sublease as of July 1 of any year by written notice to BAIC at least 180 days prior to the cancellation date. Rent shall be paid annually in advance on July 1. The initial annual rent shall be \$1.50 per acre and shall be adjusted each year commencing July 1, 1981, as provided in Exhibit B.

You agree to do the following at your sole cost and expense with respect to the subleased acreage:

- (a) Install in two phases, operate and maintain a collection and return system for water seeping out of Carty Reservoir into Sixmile Canyon, and
- (b) Install and maintain a fence enclosing the subleased acreage adequate to exclude livestock.

You will collect and return water seeping out of Carty Reservoir into Sixmile Canyon to the reservoir at your sole cost and expense. Rights in seepage water collected and returned to Carty Reservoir shall be determined by and under the Agreement between the parties dated May 29, 1975 ("the Water Agreement;"). Seepage water not returned to Carty Reservoir, if any, shall be subject to appropriation by BAIC.

**RECEIVED**  
 SEP 5 1980  
 LAND DEPARTMENT

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FILE ORIGINAL - AUDIT  
 BOARDMAN  
 COI BOEING-AGRI AGENCY

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WATER COLLECTION  
 L.J.T.

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- 2 -

BAIC Use and Possession

You hereby grant BAIC the use and possession of approximately 580 acres of the "Plant Site" in Section 5, T2N, R24E, W.M., as shown on Exhibit A-2 pursuant to the terms and conditions of paragraph (1)F. of the Water Agreement. The initial annual rent shall be \$1.50 per acre and shall be adjusted each year commencing July 1, 1981, as provided in Exhibit B.

This revocable permit does not apply to the area within 100 feet of the toe of the West Dam of Carty Reservoir. The estimated term is three years subject to cancellation as provided in paragraph (1)F. of the Water Agreement. You are not responsible for loss of crops arising from cancellation.

BAIC will grant a license to SimTag Farms to use the acreage for agricultural purposes. Future irrigation circles will not be placed in such a manner so as to interfere with the existing West Dam access road or closer to your Meteorological Tower than the 400-foot distance established October 9, 1978. BAIC or SimTag Farms will be responsible for relocation of equipment for electrical service to your Meteorological Tower affected by their activities.

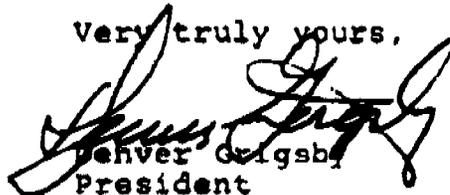
You reserve the right of access to your Meteorological Tower either on existing access roads or by extension of a road from the south end of the West Dam of Carty Reservoir.

General

The provisions of paragraph (15)A. of the Water Agreement shall be applicable to use under the PGE Sublease and BAIC Use and Possession.

Please sign and return one counterpart of this letter for our records.

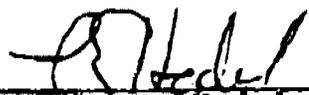
Very truly yours,

  
Denver Grigsby  
President

Agreed:

PORTLAND GENERAL ELECTRIC COMPANY

384/40  
7.25-40  
By

  
\_\_\_\_\_  
L. E. Hodel



