

## **IMPLEMENTING AGREEMENT**

**by and between**

**PACIFICORP ENERGY**

**and the**

**NATIONAL MARINE FISHERIES SERVICE**

This IMPLEMENTING AGREEMENT (“IA”) is entered into as of the date of last signature below (“Effective Date”) by the NATIONAL MARINE FISHERIES SERVICE, an agency of the Department of Commerce of the United States of America (“NMFS”) and PACIFICORP ENERGY (“PacifiCorp”), hereinafter collectively called the “Parties” and individually, a “Party.”

### **1.0 RECITALS**

The Parties have entered into this IA in consideration of the following facts:

1.1 PacifiCorp owns and operates the Klamath Hydroelectric Project (“the Project”), located on the Klamath River in Northern California and Southern Oregon. PacifiCorp operates the Project pursuant to a license issued by the Federal Energy Regulatory Commission (“FERC”) under the Federal Power Act.

1.2 The Project provides and affects or potentially affects habitat for Covered Species, which are defined in Section 2.0 of this IA and listed as threatened or endangered under the Endangered Species Act.

1.3 PacifiCorp, with technical assistance from NMFS, has prepared a Habitat Conservation Plan (“HCP”) and related documents covering certain listed species under the jurisdiction of NMFS.

1.4 PacifiCorp has developed a series of conservation measures to conserve listed species and to meet other applicable requirements of the Endangered Species Act (“ESA”) to support issuance of an incidental take permit (“ITP”) by NMFS pursuant to Section 10(a)(1)(B) of the ESA;

1.5 PacifiCorp developed and has commenced implementing a conservation plan that provides immediate and long-term benefits to local and regional populations of Covered Species, causing PacifiCorp to, among other things, (a) engage in certain habitat enhancement actions for certain Covered Species; (b) adjust Project operations consistent with the Project license to implement certain conservation actions; and (c) provide information on the implementation of these conservation actions; and,

**THEREFORE**, the Parties hereto hereby agree as follows:

## 2.0 DEFINITIONS

The following terms shall have the following meanings for all purposes of this IA:

2.1 “IA” means this Implementing Agreement as the same may be amended from time to time.

2.2 “Changed Circumstances” means, as currently defined in 50 C.F.R. § 222.102, “changes in circumstances affecting a species or geographic area covered by a conservation plan that can reasonably be anticipated by plan developers and NMFS and that can be planned for (e.g., the listing of new species, or a fire or other natural catastrophic event in areas prone to such events).” Changes that constitute Changed Circumstances and the responses to those circumstances are described in Section IX of the Plan. Changed Circumstances are not Unforeseen Circumstances.

2.3 “Covered Activities” means activities covered under the ITP as defined in Section II of the Plan.

2.4 “Covered Lands” means the areas of land and water within the Permit Area as described in this IA, as they may be modified from time to time in accordance with the terms of this IA. These areas, outlined in their entirety in Exhibit A to this IA, consist of the following:

(a) The Klamath River (also containing the Link River), between the outlet of Upper Klamath Lake (River Mile 255) and the confluence of the Klamath River with the Shasta River (River Mile 176.5), and lands within 300 feet of the ordinary high water line of the Klamath River and its reservoirs between these two locations;

(b) Land and water within the FERC Project boundary as more specifically described in Exhibit B to this IA;

(c) Land areas owned by PacifiCorp adjacent to the Klamath River that are associated with the Project, and that are identified in Exhibit C to this IA.

2.5 “Covered Species” means the Southern Oregon/Northern California Coast Evolutionarily Significant Unit of coho salmon (*Oncorhynchus kisutch*) as the list of covered species may be modified from time to time in accordance with the terms hereof.

2.6 “ESA” means the Endangered Species Act, 16 U.S.C. § 1531, et seq., as the same may be amended or reauthorized from time to time and any successor statute or statutes.

2.7 “FERC” means the Federal Energy Regulatory Commission.

2.8 “ITP” means the incidental take permit to be issued by NMFS to PacifiCorp pursuant to Section 10(a)(1)(B) of the ESA as the same may be amended from time to time.

2.9 “KHSA” means the Klamath Hydroelectric Settlement Agreement, dated February 18, 2010, as the same may be amended according to its terms.

2.10 “Permit Area” means the areas of land and water within and outside Covered Lands that may experience the direct, indirect, and interrelated/interdependent effects of Covered Activities.

2.11 “Plan” means the certain Habitat Conservation Plan prepared by PacifiCorp, dated February 16, 2012, described above in Section 1.3.

2.12 “Project” means the Klamath Hydroelectric Project, FERC No. 2082.

2.13 “Unforeseen Circumstances” means, as currently defined in 50 C.F.R. § 222.102, “changes in circumstances affecting a species or geographic area covered by a conservation plan that could not reasonably have been anticipated by plan developers and NMFS at the time of the conservation plan’s negotiation and development, and that result in a substantial and adverse change in the status of the covered species.”

### **3.0 INCORPORATION OF THE PLAN**

The provisions of the Plan are intended to be, and by this reference are, incorporated into this IA. In the event of any direct contradiction between the terms of this IA and the Plan, the terms of this IA shall control. In all other cases, the terms of this IA and the terms of the Plan shall be interpreted to be supplementary to each other.

### **4.0 TERMS USED**

Terms defined and used in this IA shall have the same meaning as those terms are defined in the Plan and the ESA, except where specifically noted in this IA.

### **5.0 PURPOSES**

The purposes of this IA are to:

5.1 Ensure implementation of the terms of the Plan;

5.2 Describe remedies and recourse should any Party fail to perform its obligations, responsibilities, and tasks as set forth in this IA; and

5.3 Provide assurances to PacifiCorp that, pursuant to the “No Surprises” regulations currently codified at 50 C.F.R. § 222.307(g), as long as the terms of the Plan, the ITP, and the IA are performed, no additional mitigation will be required with respect to covered species except as provided for in this IA, or as required by law.

### **6.0 TERM**

6.1 Initial Permit Duration. The ITP, the Plan, and this IA will remain in effect for an initial term of ten (10) years from the Effective Date of the ITP unless earlier relinquished or terminated as herein provided.

6.2 Extension. The Parties may extend the ITP, the Plan and this IA upon the written agreement between PacifiCorp and the agency issuing the ITP. In furtherance of this provision, the Parties agree as follows:

(a) At least 180 days prior to the expiration of the ITP, PacifiCorp may request that NMFS extend the ITP for an additional calendar year. If NMFS concludes that extension of the ITP would be consistent with all applicable laws and regulations, and that no new material information exists indicating an effect of the action or additional incidental take of Covered Species that was not previously considered, then NMFS will promptly extend the ITP for an additional year, subject to PacifiCorp continuing to fulfill its obligations under the Plan for an additional year, including, but not limited to, a \$510,000 annual payment to the Coho Enhancement Fund. Such an extension shall constitute a Minor Modification pursuant to Section 15.2 of this IA.

(b) In the event that PacifiCorp requests an extension of the ITP pursuant to Section 6.2.a of this IA, but NMFS determines in good faith that it is precluded from granting such an extension pursuant to Section 6.2.a or 15.2 of this IA, then PacifiCorp and NMFS shall promptly meet to discuss alternative options for ITP extension, including, but not limited to, amendment of the ITP pursuant to Section 15.3 of this IA.

## **7.0 FUNDING**

7.1 Expenditure of Funding. PacifiCorp warrants that it has, and shall expend, such funds as may be necessary to fulfill its obligations under the ITP, the Plan, and this IA. PacifiCorp shall promptly notify NMFS of any material change in PacifiCorp's financial ability to fulfill its obligations under the Plan, ITP, and this IA. In addition, in order to ensure that adequate funding will be provided for the Coho Enhancement Fund and Fish Disease Research Fund which are requirements of the Plan, PacifiCorp shall, by April 30 of each year during the term of the ITP, provide NMFS with:

(a) A letter from PacifiCorp's general manager with authority over Covered Activities (the "General Manager Letter") verifying that funding has been deposited in each of the funds for that fiscal year in an amount adequate to assure compliance with Section VI of the Plan for that fiscal year; and

(b) Reports prepared by the National Fish and Wildlife Foundation ("NFWF") and PacifiCorp detailing expenditures made from the Coho Enhancement Fund and Fish Disease Research Fund, respectively, during the preceding calendar year and the current balance of the funds. NFWF and PacifiCorp shall each certify the accuracy of information contained in such reports.

### **7.2 Payments by PacifiCorp.**

7.2.1 Coho Enhancement Fund. As of February 15, 2012, PacifiCorp had paid \$2,040,000 into the Coho Enhancement Fund, and such funding has been used by PacifiCorp in coordination with NMFS to facilitate early implementation of conservation measures identified

in the Plan. By January 31<sup>st</sup> following the Effective Date, and annually thereafter for the term of the ITP, PacifiCorp shall pay \$510,000 into the Coho Enhancement Fund to fund coho conservation projects as provided in the Plan.

**7.2.2 Fish Disease Research Fund.** As of the Effective Date, PacifiCorp had paid \$500,000 into the Fish Disease Research Fund (PacifiCorp's overall Fish Disease Research Fund obligation), the current unobligated balance of the fund is \$171,107.97 as of February 15, 2012, and the difference between \$500,000 and the current balance has been used by PacifiCorp in coordination with NMFS to facilitate early implementation of conservation measures identified in the Plan. Payments from the Fish Disease Fund commenced in 2009, and shall continue to be made until no money remains, except as otherwise agreed by PacifiCorp and NMFS.

**7.2.3 Funding Upon Relinquishment, Termination, or Revocation of the NMFS ITP.** Within thirty (30) days from relinquishment, termination, or revocation of the ITP, PacifiCorp shall provide a written statement to NMFS documenting funding contained in the Coho Enhancement Fund and Fish Disease Research Fund, along with funds under obligation but not yet withdrawn from the accounts. Upon relinquishment, termination, or revocation of the ITP, PacifiCorp shall not be required to contribute any additional money to the Coho Enhancement Fund and Fish Disease Research Fund, except for any amount that PacifiCorp has failed to contribute by that date in accordance with Section 7.2.1 of this IA. The balance of the Fish Disease Research Fund as of the date of relinquishment, termination, or revocation of the ITP, minus funds obligated under executed contracts, shall revert to PacifiCorp. As of the date of relinquishment, termination, or revocation, the balance of any funds that PacifiCorp has contributed to the Coho Enhancement Fund for the year during which relinquishment, termination, or revocation occurs that have not been obligated under executed contracts shall revert to PacifiCorp.

**7.2.4 Funding Upon Expiration of the NMFS ITP.** Upon expiration of the NMFS ITP, any unspent or unobligated money contained in the Coho Enhancement Fund and Fish Disease Research Fund shall remain available for use in a manner consistent with the Plan; *provided, however*, that upon expiration of the ITP PacifiCorp shall not be required to contribute any additional money to the Coho Enhancement Fund or Fish Disease Research Fund, except for any amount that PacifiCorp has failed to contribute by that date in accordance with Section 7.2.1 of this IA.

## **8.0 RESPONSIBILITIES OF THE PARTIES**

**8.1 PacifiCorp's Responsibilities.** In consideration of the issuance of an ITP authorizing any incidental take that may result from activities conducted in accordance with the Plan, and in consideration of the assurances provided by this IA, PacifiCorp agrees to:

- (a) Perform all obligations in the Plan, the ITP and this IA; and
- (b) Fully fund all costs needed to perform its affirmative obligations under the ITP and the Plan.

**8.2 NMFS' Responsibilities.** NMFS agrees pursuant to its authorities to:

(a) Upon execution of this IA by NMFS and PacifiCorp and satisfaction of all applicable laws and regulations, issue an ITP to PacifiCorp authorizing any incidental take of Covered Species which may result from activities conducted in accordance with the Plan.

(b) Cooperate with and, to the extent funding is available, provide technical assistance to PacifiCorp as well as attend meetings requested by PacifiCorp to consider matters relevant to the Project, the Plan, and the ITP, or any of the operations or other activities contemplated thereunder.

## **9.0 CHANGED CIRCUMSTANCES.**

9.1 Changed Circumstances Provided for in the Plan. Except as provided in Section 9.4 of this IA, section IX of the Plan contains the complete list of Changed Circumstances and describes those specific conservation and mitigation measures that PacifiCorp agrees to implement where, pursuant to the Plan, they are deemed necessary to respond to the Changed Circumstances.

9.2 Changed Circumstances Not Provided for in the Plan. If additional conservation and mitigation measures beyond those provided for in the Plan are deemed necessary to respond to Changed Circumstances, NMFS may not require any such additional conservation and mitigation measures without PacifiCorp's consent, provided that the Plan is being properly implemented.

9.3 New Listings of Species that are Not Covered Species. In the event that a non-Covered Species that may be affected by Covered Activities becomes listed under the ESA, PacifiCorp shall not have incidental take authority with respect to such newly-listed species unless and until the ITP is amended to include such species or other authorization is provided pursuant to the ESA. Upon receipt of notice of the potential listing of a species that is not a Covered Species, PacifiCorp may request the technical assistance of NMFS to (i) identify possible measures to avoid take and avoid causing jeopardy to such species; (ii) identify any modifications to the Plan that may be necessary to provide coverage for the new species; and (iii) determine whether to amend the Plan and the ITP.

9.4 Changes in Anadromous Fish Passage Assumptions. As the Plan describes in greater detail, the Parties have determined that it is reasonably certain to expect that anadromous fish passage will occur for the Project by the end of 2020 under one of two alternative processes: (1) facilities removal as provided under the KHSA; or (2) mandatory fishway prescriptions required under any new FERC license for the Project if facilities removal is not achieved under the KHSA. Thus, the Plan addresses the impact of anticipated incidental take of Covered Species from interim operations of the Project until such anadromous fish passage occurs. In the event that NMFS determines that (1) circumstances have changed and it is no longer reasonably certain that anadromous fish passage will occur for the Project by the end of 2020 as described above, and (2) the potential extension of the ITP under section 6.2.a of this IA would not apply to these changed circumstances, then NMFS may notify PacifiCorp that the ITP shall terminate 180 days from such notice if NMFS and PacifiCorp do not agree on specific conservation and mitigation measures that are necessary to respond to these changed circumstances. If NMFS and PacifiCorp do not agree on specific conservation and mitigation measures that are necessary to

respond to these changed circumstances within 180 days from such notice, the ITP shall terminate at the end of that period. If NMFS and PacifiCorp agree on specific conservation and mitigation measures that are necessary to respond to these changed circumstances within 180 days from such notice, the applicable ITP(s) shall not terminate at the end of that period, and the Plan shall be modified or amended as appropriate.

## **10.0 MONITORING AND REPORTING**

10.1 Reporting. PacifiCorp will provide NMFS with annual reports described in the Plan by April 30 of each year that the ITP is in effect at the notice address then in effect for NMFS, and will provide any available information reasonably requested by NMFS to verify the information contained in such reports.

10.2 Certification of Reports. All reports shall include the following certification by a responsible company official who supervised or directed preparation of the report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

10.3 Inspections. NMFS may inspect the Covered Lands in accordance with its applicable regulations. Subject to the provisions of this IA, PacifiCorp consents to and shall cooperate in such inspections, and shall allow entry at any reasonable hour to agents or employees of NMFS upon the Covered Lands where Covered Activities are conducted, and to the premises where records relating to Covered Activities are kept. Except for inspections performed in connection with an investigation by the NMFS' law enforcement officers, the Services agree to give PacifiCorp not less than 24 hours advance notice of any inspection so as to provide PacifiCorp's representatives with the opportunity to accompany NMFS' representatives making such inspection. Except for inspections performed in connection with an investigation by NMFS' law enforcement officers, NMFS agrees not to delegate their rights of inspection hereunder to any other person without PacifiCorp's prior consent. NMFS shall ensure that any individual conducting an inspection of the Project on its behalf performs such inspection in compliance with all regulations and statutes applicable to NMFS and in compliance with all of the terms and conditions of this IA, including without limitation, the requirement of advance notice where applicable. Except when NMFS has reason to believe that PacifiCorp may be acting in violation of applicable laws or regulations or in breach of the ITP or this IA, any entity inspecting the Project will promptly brief PacifiCorp on the information learned during any such inspection.

10.4 Annual Meetings. PacifiCorp and NMFS shall conduct annual meetings during the month of May, or otherwise agreed to by both PacifiCorp and NMFS, following the Effective Date to discuss Plan implementation and selection of habitat enhancement projects under Section VI of the Plan.

## 11.0 LAND TRANSACTIONS

11.1 General. Nothing in this IA, the ITP, or the Plan shall limit PacifiCorp's rights to acquire additional lands in and around Project or elsewhere. Unless such lands are added to the Project in the manner provided below, however, any such lands as may be acquired by purchase, exchange or otherwise will not be Covered Lands under the ITP. Nothing in this IA, the ITP or the Plan shall require PacifiCorp to include in the Project or to add to the ITP any additional lands PacifiCorp may acquire.

11.2 Inclusion of Additional Property as Covered Lands. If PacifiCorp acquires any additional lands which are within five (5) miles of the FERC Project boundary, PacifiCorp may, in its sole discretion, elect to include such lands as Covered Lands in accordance with the terms of this IA. Upon such election, PacifiCorp shall provide notice to NMFS of the inclusion of additional lands, along with a specific description of the location, legal description, and conditions of such additional property. Thereafter, NMFS shall treat the proposed inclusion of additional property as a Minor Modification of the ITP, Plan, and IA pursuant to Section 15.2 of this IA.

11.3 Removal of Property from Covered Lands. Except as provided in this Section, PacifiCorp may not sell any lands included as Covered Lands, or exchange any portion thereof with, any other party during the term of this IA unless (a) the ITP and Plan are modified to delete such lands; or (b) the lands are transferred to a third party who has agreed to be bound by the terms of the Plan and otherwise meets the requirements set forth in Section 11.5 of this IA. In responding to any request to remove lands from Covered Lands, NMFS shall consent to such proposed removal unless it finds that the proposed removal of land would materially compromise the effectiveness of the Plan. In such a case, NMFS shall notify PacifiCorp in writing of this determination, and the Parties shall promptly meet to discuss potential modifications to the ITP or Plan to address NMFS' concerns. If PacifiCorp sells or exchanges any of the lands comprising a portion of the Project and such transfer is permitted by the terms hereof, from and after such transfer, such lands shall not be deemed a portion of the Project and all references to Project shall be deemed not to include a reference to such transferred lands.

11.4 Transfers or Removal of Property Pursuant to the KHSA. Section 7.6.4 of the KHSA provides that PacifiCorp shall transfer certain Covered Lands to the State of Oregon and State of California prior to removal of certain project facilities. PacifiCorp's transfer of lands to the State of Oregon or State of California pursuant to Section 7.6.4 of the KHSA shall be treated as a Minor Modification to the ITP, Plan and IA pursuant to Section 15.2 of this IA *provided that* PacifiCorp, the State of Oregon, or the State of California continue to implement applicable terms of the ITP on such Covered Lands.

11.5 Transfers to New Landowner Bound by the Plan. PacifiCorp may sell or exchange lands comprising a portion of the Project to a Permitted Transferee. As used herein, a "Permitted Transferee" shall mean a transferee who has elected to be bound by the ITP and Plan as applicable to the transferred lands; and upon satisfaction of any laws and regulations at the time applicable to transfer of the ITP in part to the Permitted Transferee covering the transferred lands or issuance of an ITP to the Permitted Transferee covering the transferred lands. 50 CFR § 222.305 currently provides procedures applicable to transfer of an ITP in whole or in part.

PacifiCorp will not be responsible for the performance of the ITP or Plan on lands transferred to a Permitted Transferee.

## **12.0 SUSPENSION, REVOCATION OR RELINQUISHMENT OF THE ITPs**

12.1 Permit Suspension or Revocation. NMFS may suspend or revoke the ITP, for cause, in accordance with the laws and regulations in force at the time of such suspension or revocation. Such suspension or revocation may apply only to specified Covered Species, portions of the Covered Lands, or certain Covered Activities.

12.2 Relinquishment. PacifiCorp may relinquish the ITP in accordance with regulations in force on the date of such relinquishment and this Section of the IA. These regulations are currently codified at 50 CFR § 222.306(d). Unless later modification of these regulations dictate otherwise, to relinquish the ITP, PacifiCorp shall, within thirty (30) calendar days of discontinuing incidental take and the exercise of other rights granted by the ITP and this IA, return the ITP to the NMFS issuing office together with a written statement surrendering the ITP for cancellation. Relinquishment of the ITP will result in termination of this IA.

12.3 Effect of Termination, Relinquishment and Revocation. Any termination, relinquishment, or revocation of the ITP automatically terminates the Plan and this IA as between PacifiCorp and NMFS. Activities thereafter conducted on the Project will be subject to all applicable provisions of the ESA and related regulations as if the ITP had never been issued. A termination or revocation by NMFS limited to one or more species but less than all of the Covered Species then provided for in the ITP shall apply only to the affected species. The ITP and this IA shall continue in full force and effect as to all other Covered Species.

12.4 No Post-Termination Obligations. The Parties acknowledge that PacifiCorp's compliance with the ITP, the Plan and this IA will result in PacifiCorp having minimized or mitigated to the maximum extent practicable for any impacts of incidental take of any Covered Species while the ITP is in effect. Therefore, if PacifiCorp is in compliance with the terms of the ITP, the Plan and this IA, upon termination, relinquishment, or revocation of the ITP, PacifiCorp shall have no further obligations under the ITP, the Plan and this IA with regard to Covered Species or Covered Lands. Section 7.2 of this IA provides further detail regarding obligations for payment into funds and disposition of funds upon termination, relinquishment, or revocation of the ITP.

## **13.0 REMEDIES AND ENFORCEMENT**

13.1 In General. Except as set forth below, each Party shall have all remedies otherwise available to enforce the terms of this IA, the ITP, and the Plan.

13.2 No Monetary Damages. No Party shall be liable in damages to any other Party for any breach of this IA, any performance or failure to perform a mandatory or discretionary obligation imposed by this IA or any other cause of action arising from this IA.

13.3 Injunctive and Temporary Relief. The Parties acknowledge that the Covered Species are unique and that their loss as a species would result in irreparable damage to the

environment, and that therefore injunctive and temporary relief may be appropriate to ensure compliance with the terms of this IA.

13.4 Enforcement Authority of the United States. Nothing contained in this IA is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

13.5 Dispute Resolution. The Parties recognize that good faith disputes concerning implementation of, or compliance with, or suspension, revocation or termination of this IA, the Plan or the ITP may arise from time to time. The Parties agree to work together in good faith to resolve such disputes, using the dispute resolution procedures set forth in this Paragraph or such other procedures upon which the Parties may later agree. However, if at any time any Party determines that circumstances so warrant, it may seek any available remedy without waiting to complete dispute resolution. If NMFS has reason to believe that PacifiCorp may have violated the ITP, the Plan or this IA with respect to any Covered Species, it will notify PacifiCorp in writing of the specific provisions which may have been violated, the reasons NMFS believes PacifiCorp may have violated them, and the remedy NMFS proposes to impose to correct or compensate for the alleged violation. PacifiCorp will then have sixty (60) days, or such longer time as may be mutually acceptable, to respond. If any issues cannot be resolved within thirty (30) days, or such longer time as may be mutually acceptable, after PacifiCorp's response is due, the Parties will consider non-binding mediation and other alternative dispute resolution processes. The Parties reserve the right, at any time without completing the dispute resolution procedures set forth in this section, to use whatever enforcement powers and remedies are available by law or regulation, including but not limited to, in the case of NMFS, suspension or revocation of the ITP.

#### **14.0 LIMITATIONS AND EXTENT OF ENFORCEABILITY**

14.1 No Surprises Assurances. Provided that PacifiCorp has complied with its obligations under the Plan, this Agreement, and the ITP, NMFS can require PacifiCorp to provide mitigation beyond that provided for in the Plan only under Unforeseen Circumstances in accordance with the "no surprises" regulations, which are codified as of the Effective Date at 50 C.F.R. 222.307(g). If the governing regulations should be modified from those codified at 50 C.F.R. 222.307(g), as of the Effective Date, the modified regulations shall not apply unless reliance on the regulations in effect as of the Effective Date is prohibited by statute or court order.

14.2 Property Rights and Legal Authorities Unaffected. Except as otherwise specifically provided herein and in the Plan as incorporated herein, nothing in this IA shall be deemed to restrict the rights of PacifiCorp to operate the Project, or use or develop Covered Lands; *provided*, that nothing in this IA shall absolve PacifiCorp from such other limitations as may apply to such lands, or interests in land, under other laws of the United States, the State of California, and the State of Oregon.

14.3 Property Rights Retained. The Parties recognize that Covered Lands may provide multiple benefits beyond conservation of Covered Species, including, but not limited to, renewable energy benefits, pollution benefits, and clean water benefits ("Additional Benefits").

Nothing in this IA is intended to limit PacifiCorp's rights to participate in any program or enter into any agreement to recognize the full financial value of these Additional Benefits, provided that PacifiCorp complies with the ITP. To give maximum effect to this provision, the Parties agree as follows:

(a) Nature of Agreements. The Parties agree that PacifiCorp has entered into the ITP, Plan and this IA on a voluntary basis. Upon PacifiCorp's request, NMFS shall inform third parties of the voluntary nature of the ITP, Plan and this IA.

(b) Cooperation Among the Parties. NMFS and PacifiCorp will cooperate to identify and implement actions, including, but not limited to, temporary suspension of the ITP for a reasonable period, that will permit PacifiCorp to recognize the full financial value of all Additional Benefits; provided, NMFS determines such a temporary suspension or any other such action is consistent with applicable laws and regulations and will not diminish the conservation value of the Plan to Covered Species.

## **15.0 MODIFICATIONS AND AMENDMENTS**

15.1 Modifications to this IA. This IA may be amended only with the written consent of each of the Parties hereto.

### 15.2 Minor Modifications.

(a) Procedures. Any Party may propose minor modifications to the Plan, the ITP or this IA ("Minor Modifications") by providing written notice to the other Party. Such notice shall include a statement of the reason for the proposed modification and an analysis of its environmental effects, including its effects on operations under the Plan and on Covered Species. The Parties shall use reasonable efforts to respond to proposed modifications within thirty (30) days of receipt of such notice. Proposed Minor Modifications shall become effective, and the Plan shall be deemed modified accordingly, immediately upon all Parties' written approval. Among other reasons, a Party may object to a proposed minor modification based on a reasonable belief that such modification would result in adverse effects on the environment that are new or significantly different from those analyzed in connection with the original Plan or additional take not analyzed in connection with the original Plan. If a Party objects to a proposed Minor Modification, the proposal is not approved as a Minor Modification but may be processed as an amendment of the ITP in accordance with Section 15.3.

(b) Examples. Subject to the limitations in Section 15.2.a, Minor Modifications to the Plan, ITP, and this IA include, but are not limited to: (1) corrections of typographic, grammatical, and similar editing errors that do not change the intended meaning; (2) correction of any maps or exhibits to correct errors in mapping or to reflect previously approved changes in the ITP or the Plan; (3) minor changes to survey, monitoring or reporting protocols; (4) clarifications of vague or undefined language or phrases; (5) the addition or removal of Covered Lands in accordance with Section 11 of this IA; (6) minor changes to Plan actions that do not diminish the conservation value of the Plan to Covered Species; (7) transfer of Covered Lands under Section 11.4 or 11.5 of the IA; (8) transfer of the ITP, in whole or in part, under Section 16.3 of the IA; (9) substitution of qualified third parties to administer the Coho Enhancement

Fund or Fish Disease Research Fund; and (9) the extension of the ITP in accordance with Section 6.2.a. of this IA.

15.3 Amendments. Any modifications to the Plan, ITP or this IA other than those made pursuant to Section 15.2 of this IA shall be processed as an amendment of the Plan, ITP and IA in accordance with all applicable legal requirements, including but not limited to the ESA, National Environmental Policy Act, and applicable federal regulations.

## 16.0 MISCELLANEOUS PROVISIONS

16.1 No Partnership. Neither this IA nor the Plan shall make or be deemed to make any Party to this IA the agent or partner of another Party.

16.2 Severability. If any provision of this IA or the Plan is found invalid or unenforceable, such provision shall be enforced to the extent it is not found invalid or unenforceable and the other provisions shall remain in effect to the extent they can be reasonably applied in the absence of such invalid or unenforceable provisions.

16.3 Successors, Assigns and Transfers. This IA and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. Succession, assignment or other transfer of the ITP in whole or in part shall be governed by applicable federal regulations, which are currently codified at 50 C.F.R. § 222.305.

16.4 Notice. Any notice permitted or required by this IA shall be in writing, delivered personally to the persons listed below, or shall be deemed to be given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any Party may from time to time specify to the other Parties in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail, and such notices shall thereafter be deemed effective upon receipt.

PacifiCorp:

Managing Director, Hydro Resources  
PacifiCorp Energy  
825 NE Multnomah Street, Suite 1500  
Portland, OR 97232-2135  
Telephone: 503-813-5000  
Fax: 503-813-6633

NMFS:

Regional Administrator  
National Marine Fisheries Service  
501 West Ocean Boulevard, Suite 4200  
Long Beach, CA 90802-4213  
Telephone: 562-980-4005  
Fax: 562-980-4047

16.5 Elected Officials not to Benefit. No member of or delegate to Congress shall be entitled to any share or part of this IA, or to any benefit that may arise from it.

16.6 Availability of Funds. Implementation of this IA and the Plan by NMFS is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this IA shall be construed by the Parties to require the obligation, appropriation or expenditure of any money from the U.S. Treasury. The Parties acknowledge that NMFS shall not be required under this IA to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

16.7 No Third Party Beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other federal law, this IA shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a Party to this IA to maintain a suit for personal injuries or damages pursuant to the provisions of this IA. The duties, obligations, and responsibilities of the Parties to this IA with respect to third parties shall remain as imposed under existing law.

16.8 Relationship to the ESA and Other Authorities. The terms of this IA shall be governed by and construed in accordance with the ESA and applicable federal law. In particular, nothing in this IA is intended to limit the authority of the Agencies or the United States government to seek civil or criminal penalties or otherwise fulfill their responsibilities under the ESA. Moreover, nothing in this IA is intended to limit or diminish the legal obligations and responsibilities of NMFS as an agency of the federal government. Nothing in this IA shall limit the right or obligation of any federal agency to engage in consultation required under Section 7 of the ESA or other federal law; however, it is intended that the rights and obligations of PacifiCorp under the Plan, ITP, and this IA shall be considered in any consultation concerning PacifiCorp's use of the Covered Lands or operation of Project facilities.

16.9 References to Regulations. Any reference in this IA, the Plan or the ITP to any regulation or rule of NMFS shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken, except as specifically provided in Section 14.1 of this IA.

16.10 Applicable Laws. All activities undertaken pursuant to this IA, the Plan or the ITP must be in compliance with all applicable state and federal laws and regulations.

16.11 Terms Do Not Run With the Land. Unless otherwise specified in this IA, the terms hereof are not intended to run with the land and will not bind subsequent purchasers of the Project or Covered Lands.

16.12 Entire Agreement. This IA, together with the Plan and the ITP, constitute the entire agreement among the Parties. The terms contained in this IA supersede any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter contained in this IA, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein. The Parties agree that this IA forms an integral part

of the ITP and the Plan, and that execution of the ITP and Plan by the Parties shall constitute full acceptance of the terms of this IA.

IN WITNESS WHEREOF the Parties hereto have caused this IA to be executed as of the date of last signature below.

PACIFICORP ENERGY

By Dean Buchlank

Its Vice President & General Counsel

Date: Feb. 24, 2012

NATIONAL MARINE FISHERIES SERVICE

By Chun E Yato

Its Assistant Regional Administrator

Date: 24 Feb 2012

**EXHIBIT A: COVERED LANDS**



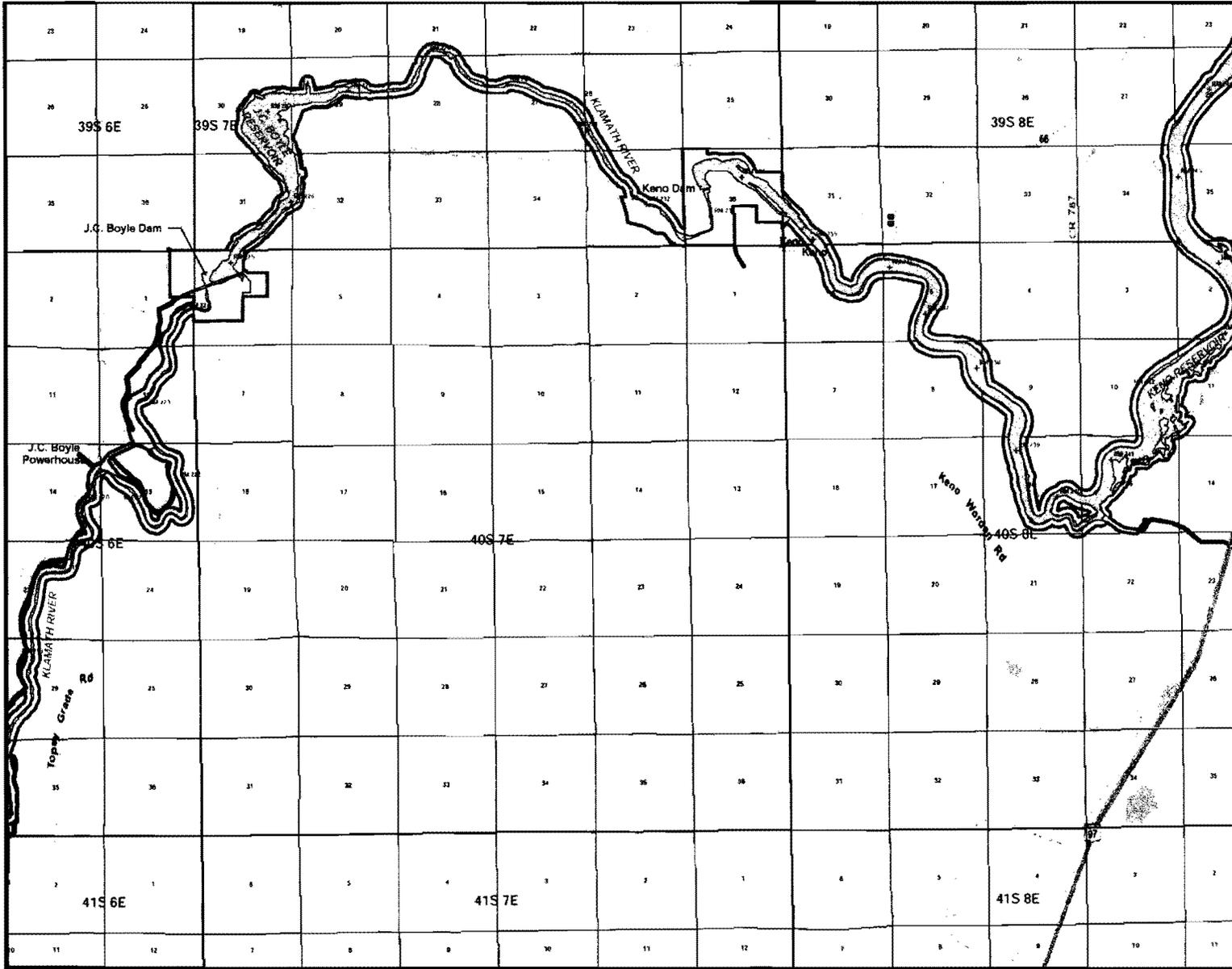
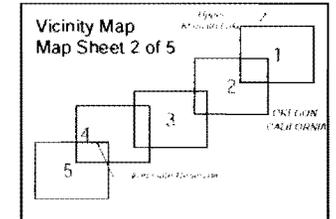
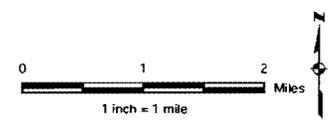
# Exhibit A: Covered Lands Map

PacifiCorp Klamath Hydroelectric Project Interim Operations  
Habitat Conservation Plan for  
Coho Salmon

## Covered Lands

### Legend

-  Covered Lands
-  FERC boundary
-  Lakes or Reservoirs
-  PacifiCorp Ownership
-  PLS Township/Range
-  PLS Section



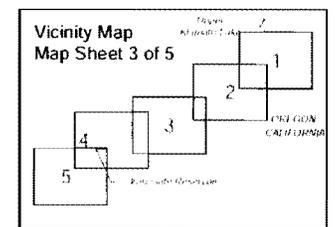
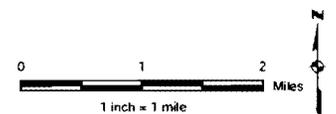
# Exhibit A: Covered Lands Map

PacifiCorp Klamath Hydroelectric Project Interim Operations  
Habitat Conservation Plan for  
Coho Salmon

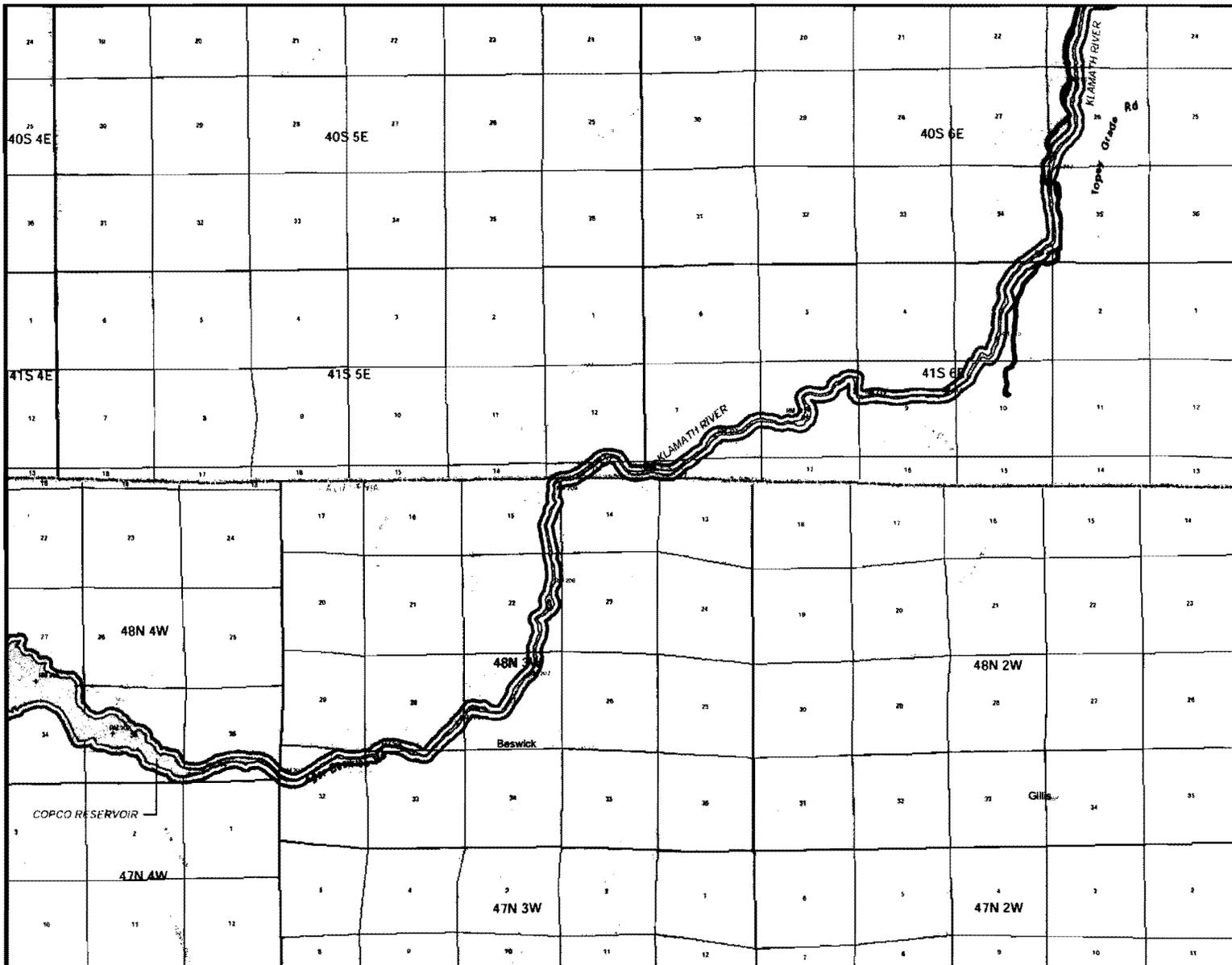
## Covered Lands

### Legend

-  Covered Lands
-  FERC boundary
-  Lakes or Reservoirs
-  PacifiCorp Ownership
-  PLS Township/Range
-  PLS Section



Klamath Hydroelectric Project





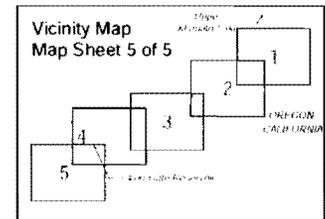
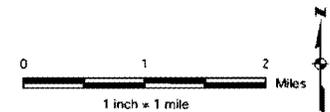
# Exhibit A: Covered Lands Map

PacifiCorp Klamath Hydroelectric Project Interim Operations Habitat Conservation Plan for Coho Salmon

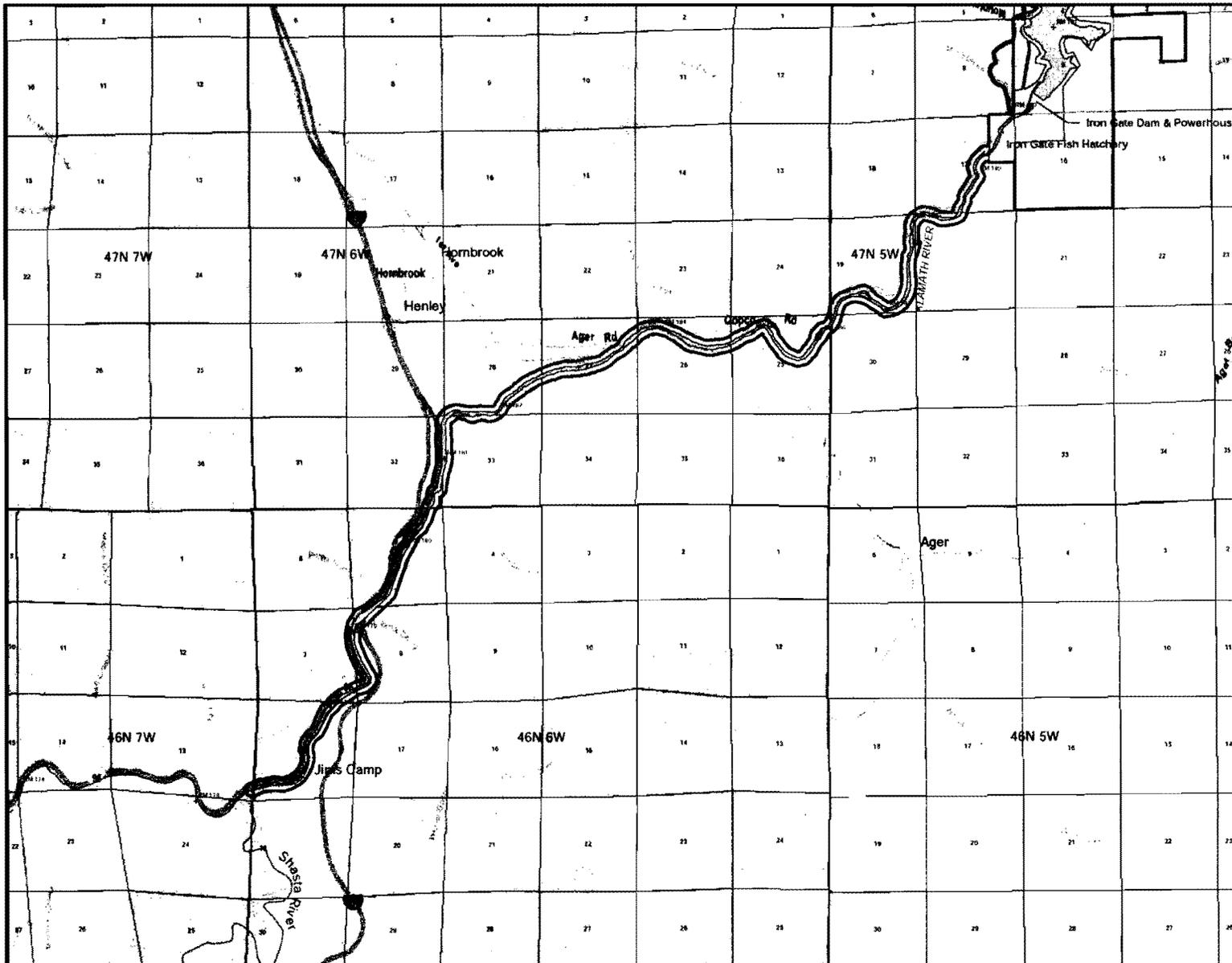
## Covered Lands

### Legend

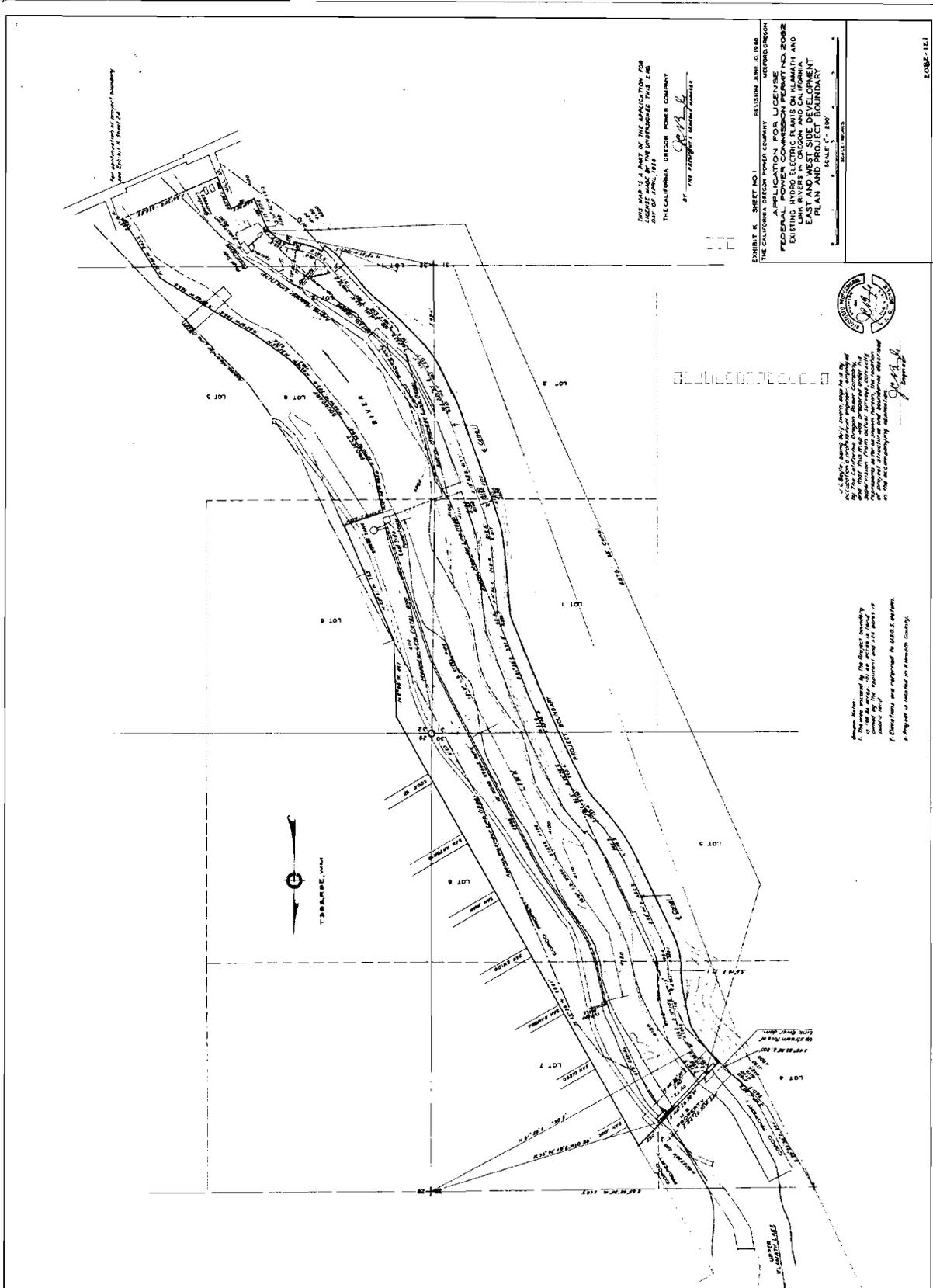
-  Covered Lands
-  FERC boundary
-  Lakes or Reservoirs
-  PacifiCorp Ownership
-  PLS Township/Range
-  PLS Section



Klamath Hydroelectric Project



**EXHIBIT B: KLAMATH HYDROELECTRIC PROJECT (FERC NO. 2082)  
BOUNDARY – LICENSE EXHIBIT K**



THIS MAP IS A PART OF THE APPLICATION FOR LICENSE MADE BY THE WHITEWATER TRUST & CO. OF PORTLAND, OREGON, FOR THE WHITEWATER PROJECT, THE COLUMBIA, OREGON POWER COMPANY.

*John L. ...*  
 THE REGISTERED ENGINEER

EXHIBIT K, SHEET NO. 1  
 THE COLUMBIA, OREGON POWER COMPANY, PORTLAND, OREGON  
 APPLICATION FOR LICENSE FOR FEDERAL POWER COMMISSION PERMIT NO. 2062  
 EXISTING HYDRO-ELECTRIC PLANT ON KUMATH AND EAST AND WEST SIDE DEVELOPMENT PLAN AND PROJECT BOUNDARY

SCALE 1" = 100'

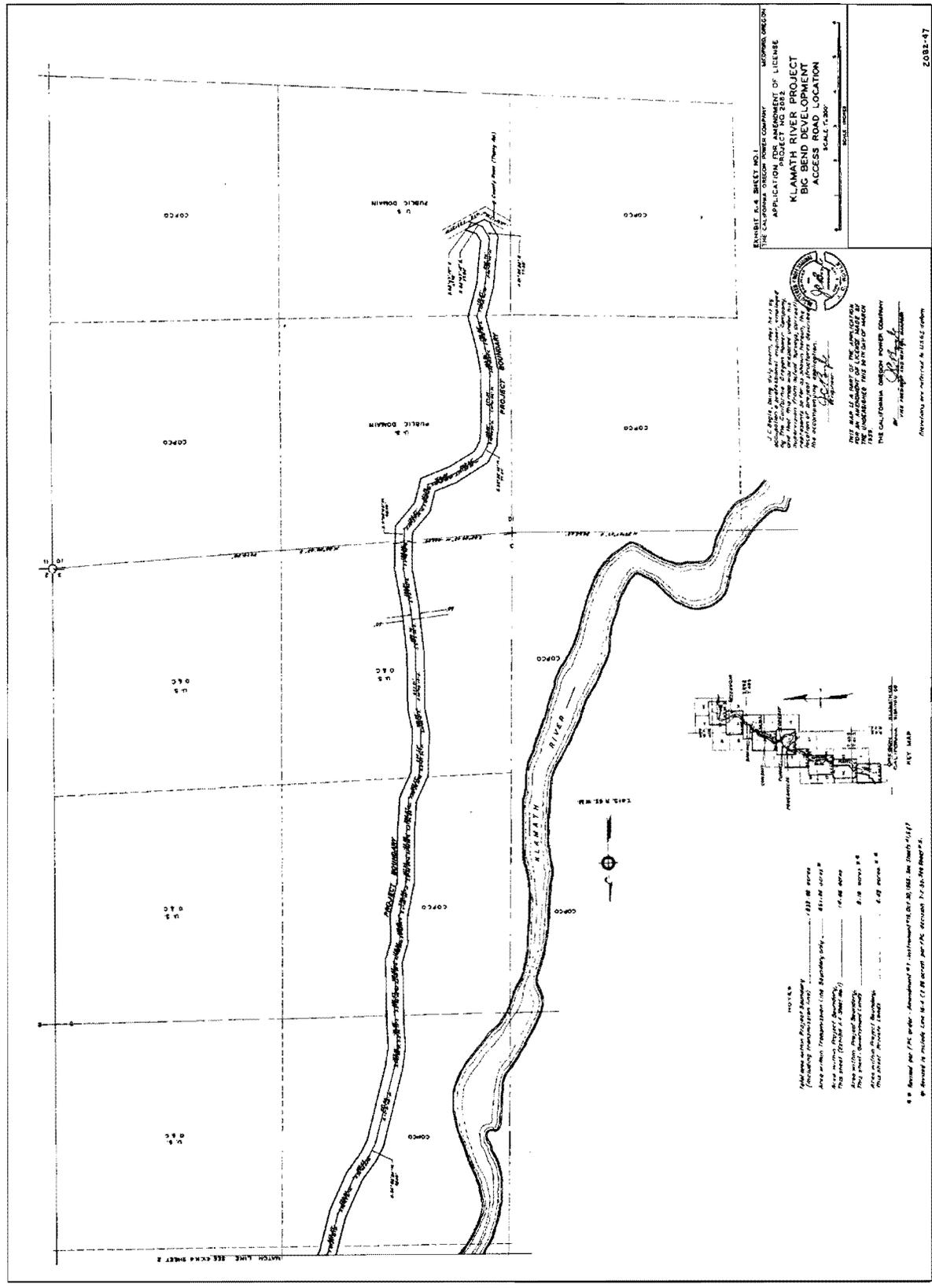


I, the undersigned, hereby certify that I am a duly Licensed Professional Engineer in the State of Oregon, and that I have prepared the above described plan and project boundary in accordance with the provisions of the laws of the State of Oregon, and that I am not a partner, associate, or agent of any other person or firm engaged in the practice of engineering in the State of Oregon.

The plan shown is a true and correct copy of the original plan on file in the office of the Engineer in Charge, U.S. Geological Survey, and is not to be used for any other purpose without the written consent of the Engineer in Charge.

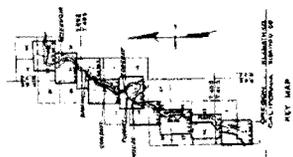
2062-1E1  
 6-7-68





PROJECT NO. 100-100-100-100  
 THE CALIFORNIA RECREATION SERVICE COMPANY  
 APPLICATION FOR AMENDMENT OF LICENSE  
 PROJECT NO. 100-100-100-100  
 KLAMATH RIVER PROJECT  
 BUSINESS ROAD LOCATION  
 ACCESS ROAD LOCATION  
 SCALE 1" = 200'  
 SHEET NO. 100-100-100-100

THIS MAP IS A PART OF THE APPLICATION FOR AMENDMENT OF LICENSE FOR THE KLAMATH RIVER PROJECT, PROJECT NO. 100-100-100-100, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LICENSE. THE CALIFORNIA RECREATION SERVICE COMPANY, 100-100-100-100, IS THE ENGINEER OF RECORD FOR THIS PROJECT.



TABLE

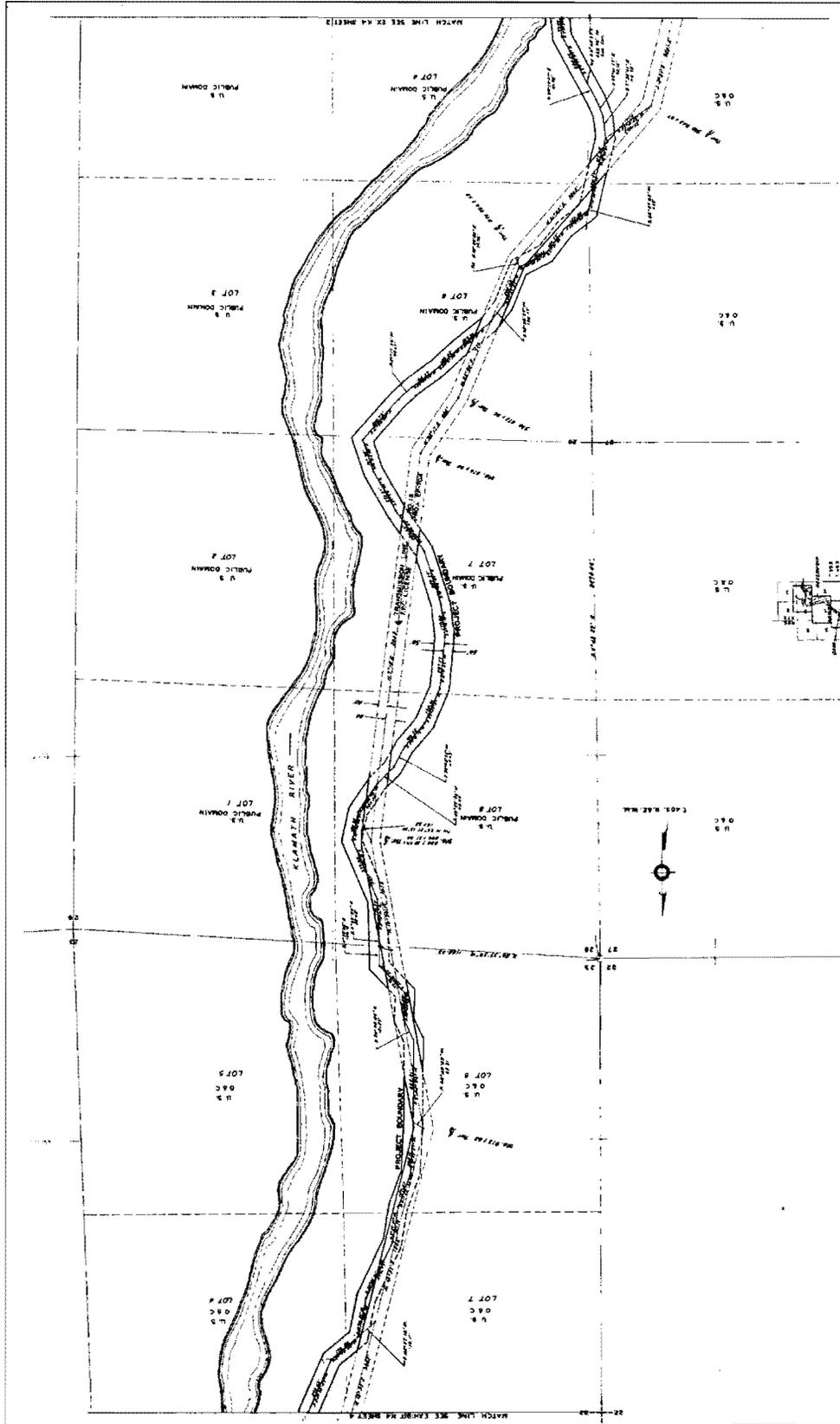
Total area within Project Boundary (including transmission line)	1,111.00 acres
Area within Transmission Line Boundary only	411.00 acres
Area within Project Boundary only	16.00 acres
Area within Project Boundary only	6.10 acres
Area within Project Boundary only	6.40 acres

100-100-100-100  
 100-100-100-100  
 100-100-100-100

100-100-100-100  
 100-100-100-100  
 100-100-100-100

100-100-100-100  
 100-100-100-100  
 100-100-100-100

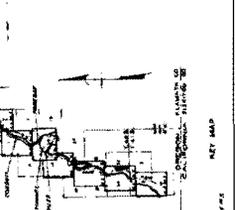




SHEET NO. 3 COUNTY OF ORANGE  
 APPLICATION FOR AMENDMENT OF LICENSE  
 SUBJECT NO. 2282  
**KLAMATH RIVER PROJECT**  
**BIG BEND DEVELOPMENT**  
**ACCESS ROAD LOCATION**  
 SCALE: AS SHOWN

I, C. Wayne, being duly sworn, depose and say that I am the Engineer in Charge for the California Department of Water Resources, and that I have examined the above described project and the accompanying plans and specifications, and that I believe the same to be in accordance with the provisions of the California Water Code, and that I believe the same to be in accordance with the provisions of the California Water Code, and that I believe the same to be in accordance with the provisions of the California Water Code.

I, C. Wayne, being duly sworn, depose and say that I am the Engineer in Charge for the California Department of Water Resources, and that I have examined the above described project and the accompanying plans and specifications, and that I believe the same to be in accordance with the provisions of the California Water Code, and that I believe the same to be in accordance with the provisions of the California Water Code, and that I believe the same to be in accordance with the provisions of the California Water Code.



**NOTES**  
 1. All areas shown on this plan are subject to the provisions of the California Water Code, and the provisions of the California Water Code, and the provisions of the California Water Code.  
 2. All areas shown on this plan are subject to the provisions of the California Water Code, and the provisions of the California Water Code, and the provisions of the California Water Code.  
 3. All areas shown on this plan are subject to the provisions of the California Water Code, and the provisions of the California Water Code, and the provisions of the California Water Code.  
 4. All areas shown on this plan are subject to the provisions of the California Water Code, and the provisions of the California Water Code, and the provisions of the California Water Code.  
 5. All areas shown on this plan are subject to the provisions of the California Water Code, and the provisions of the California Water Code, and the provisions of the California Water Code.

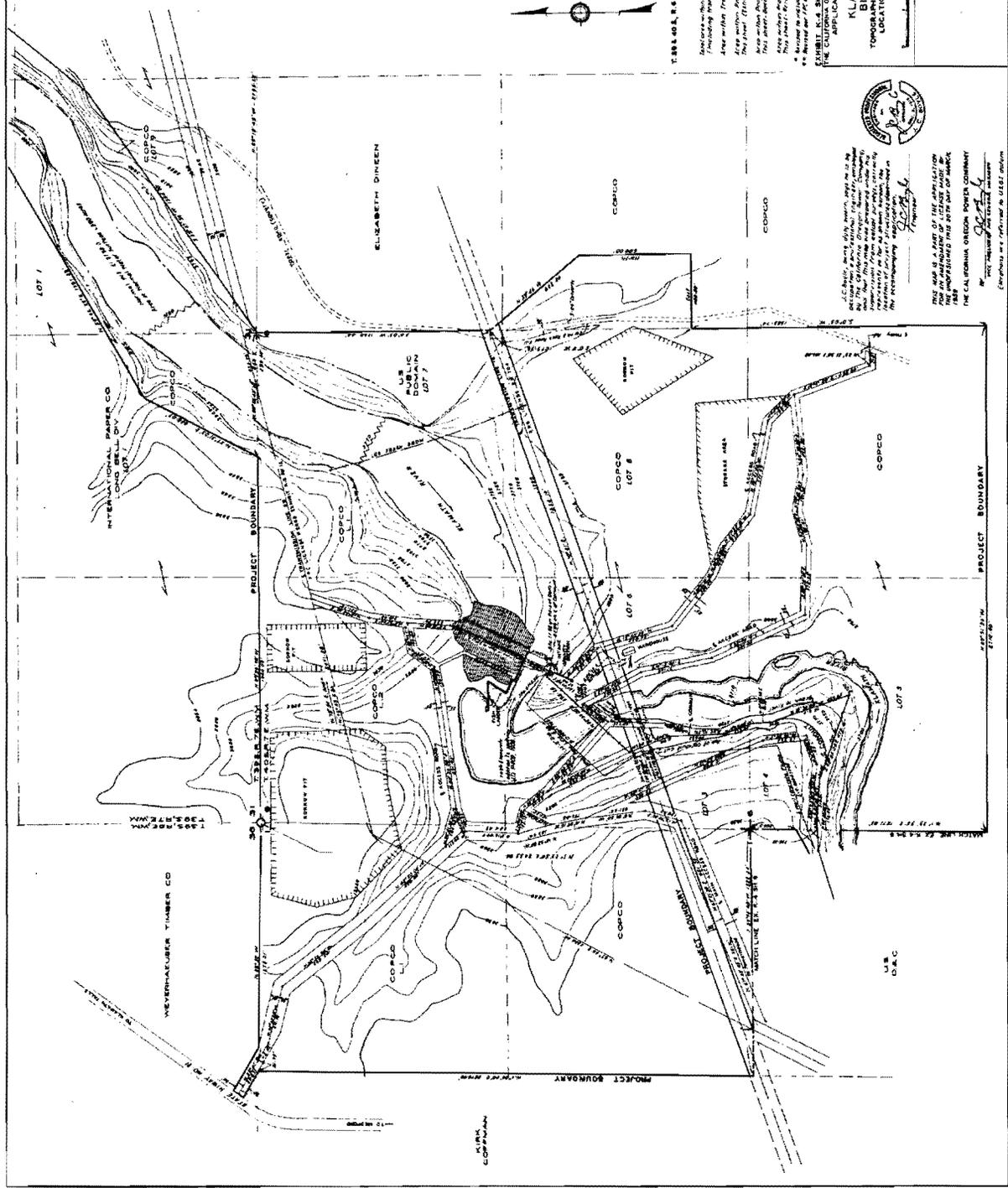
6082-41  
 G-6330 3x4  
 Paul Applegate, submitted to R.P. 1/19/81







MANUSCRIPT BY R. S. 812



T. 812 402, R. 412, PM.

1. 1977 29 1000' ±  
 2. 1977 29 1000' ±  
 3. 1977 29 1000' ±  
 4. 1977 29 1000' ±  
 5. 1977 29 1000' ±  
 6. 1977 29 1000' ±  
 7. 1977 29 1000' ±  
 8. 1977 29 1000' ±  
 9. 1977 29 1000' ±  
 10. 1977 29 1000' ±  
 11. 1977 29 1000' ±  
 12. 1977 29 1000' ±  
 13. 1977 29 1000' ±  
 14. 1977 29 1000' ±  
 15. 1977 29 1000' ±  
 16. 1977 29 1000' ±  
 17. 1977 29 1000' ±  
 18. 1977 29 1000' ±  
 19. 1977 29 1000' ±  
 20. 1977 29 1000' ±  
 21. 1977 29 1000' ±  
 22. 1977 29 1000' ±  
 23. 1977 29 1000' ±  
 24. 1977 29 1000' ±  
 25. 1977 29 1000' ±  
 26. 1977 29 1000' ±  
 27. 1977 29 1000' ±  
 28. 1977 29 1000' ±  
 29. 1977 29 1000' ±  
 30. 1977 29 1000' ±  
 31. 1977 29 1000' ±  
 32. 1977 29 1000' ±  
 33. 1977 29 1000' ±  
 34. 1977 29 1000' ±  
 35. 1977 29 1000' ±  
 36. 1977 29 1000' ±  
 37. 1977 29 1000' ±  
 38. 1977 29 1000' ±  
 39. 1977 29 1000' ±  
 40. 1977 29 1000' ±  
 41. 1977 29 1000' ±  
 42. 1977 29 1000' ±  
 43. 1977 29 1000' ±  
 44. 1977 29 1000' ±  
 45. 1977 29 1000' ±  
 46. 1977 29 1000' ±  
 47. 1977 29 1000' ±  
 48. 1977 29 1000' ±  
 49. 1977 29 1000' ±  
 50. 1977 29 1000' ±  
 51. 1977 29 1000' ±  
 52. 1977 29 1000' ±  
 53. 1977 29 1000' ±  
 54. 1977 29 1000' ±  
 55. 1977 29 1000' ±  
 56. 1977 29 1000' ±  
 57. 1977 29 1000' ±  
 58. 1977 29 1000' ±  
 59. 1977 29 1000' ±  
 60. 1977 29 1000' ±  
 61. 1977 29 1000' ±  
 62. 1977 29 1000' ±  
 63. 1977 29 1000' ±  
 64. 1977 29 1000' ±  
 65. 1977 29 1000' ±  
 66. 1977 29 1000' ±  
 67. 1977 29 1000' ±  
 68. 1977 29 1000' ±  
 69. 1977 29 1000' ±  
 70. 1977 29 1000' ±  
 71. 1977 29 1000' ±  
 72. 1977 29 1000' ±  
 73. 1977 29 1000' ±  
 74. 1977 29 1000' ±  
 75. 1977 29 1000' ±  
 76. 1977 29 1000' ±  
 77. 1977 29 1000' ±  
 78. 1977 29 1000' ±  
 79. 1977 29 1000' ±  
 80. 1977 29 1000' ±  
 81. 1977 29 1000' ±  
 82. 1977 29 1000' ±  
 83. 1977 29 1000' ±  
 84. 1977 29 1000' ±  
 85. 1977 29 1000' ±  
 86. 1977 29 1000' ±  
 87. 1977 29 1000' ±  
 88. 1977 29 1000' ±  
 89. 1977 29 1000' ±  
 90. 1977 29 1000' ±  
 91. 1977 29 1000' ±  
 92. 1977 29 1000' ±  
 93. 1977 29 1000' ±  
 94. 1977 29 1000' ±  
 95. 1977 29 1000' ±  
 96. 1977 29 1000' ±  
 97. 1977 29 1000' ±  
 98. 1977 29 1000' ±  
 99. 1977 29 1000' ±  
 100. 1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±



I, the undersigned, State Engineer, Oregon, do hereby certify that the above map is a true and correct copy of the original map on file in my office, and that the same has been examined and found to conform to the requirements of the laws of this State.

THIS MAP IS A PART OF THE APPLICATION FOR LICENSE TO CONSTRUCT AND MAINTAIN TRANSMISSION LINES AND TO OPERATE THE SAME, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE OREGON STATE ENGINEER.

THE OREGON STATE ENGINEER'S OFFICE IS LOCATED AT 1000 N. W. 3RD ST., PORTLAND, OREGON.

OREGON STATE ENGINEER  
 J. R. [Signature]  
 1977

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

1977 29 1000' ±

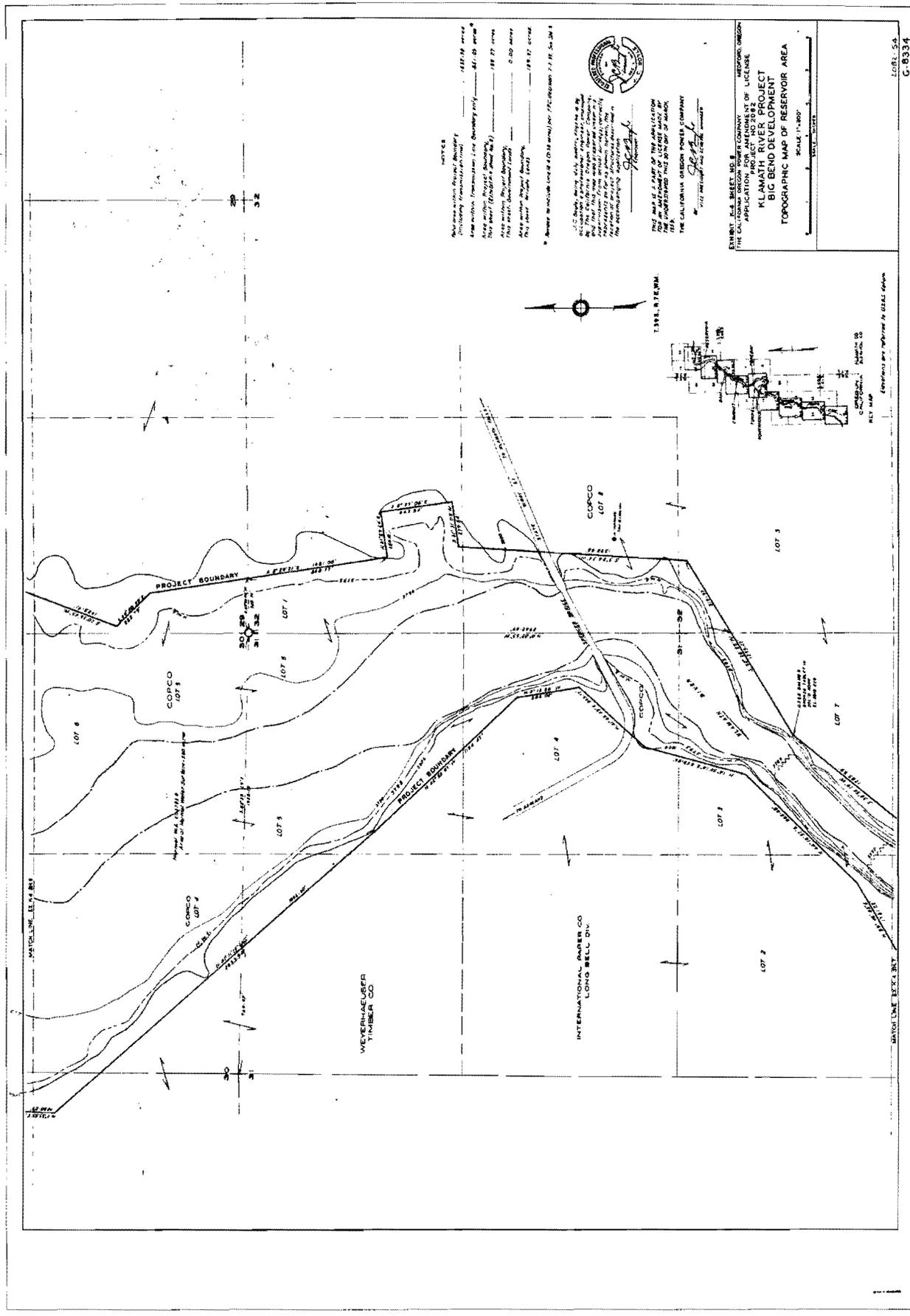
1977 29 1000' ±

1977 29 1000' ±

Z081-53

G-8333

Final Application, Submitted 10/10/1979



**NOTES**

1. This map is a part of the application for the California Oregon Power Company for the amendment of license No. 2088 for the development of the Big Bend Reservoir Area. The map is a part of the application for the amendment of license No. 2088 for the development of the Big Bend Reservoir Area. The map is a part of the application for the amendment of license No. 2088 for the development of the Big Bend Reservoir Area.

2. The map is a part of the application for the amendment of license No. 2088 for the development of the Big Bend Reservoir Area. The map is a part of the application for the amendment of license No. 2088 for the development of the Big Bend Reservoir Area. The map is a part of the application for the amendment of license No. 2088 for the development of the Big Bend Reservoir Area.



THE MAP IS A PART OF THE APPLICATION FOR THE AMENDMENT OF LICENSE NO. 2088 FOR THE DEVELOPMENT OF THE BIG BEND RESERVOIR AREA. THE MAP IS A PART OF THE APPLICATION FOR THE AMENDMENT OF LICENSE NO. 2088 FOR THE DEVELOPMENT OF THE BIG BEND RESERVOIR AREA. THE MAP IS A PART OF THE APPLICATION FOR THE AMENDMENT OF LICENSE NO. 2088 FOR THE DEVELOPMENT OF THE BIG BEND RESERVOIR AREA.

**ENGINEER'S SHEET NO. 1**

PROJECT NO. 2088

**KLANA WATERSHED PROJECT**

**BIG BEND DEVELOPMENT**

**TOPOGRAPHIC MAP OF RESERVOIR AREA**

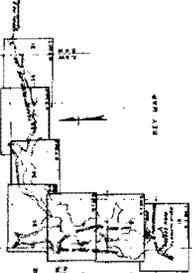
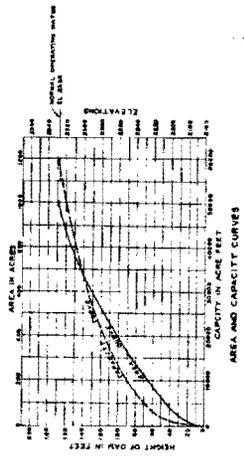
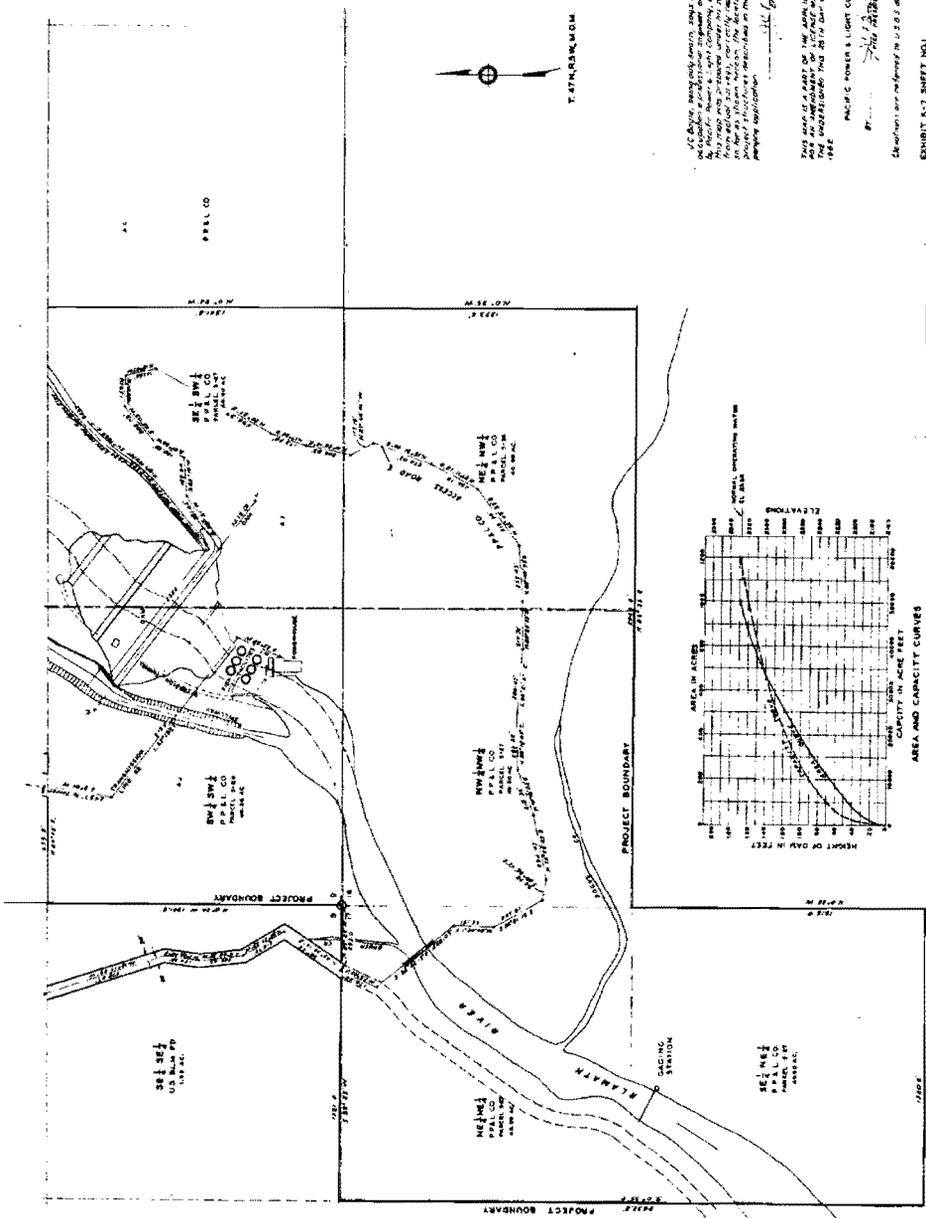
SCALE 1" = 100'

LOB. 54  
G-8334

*Reservoir application submitted 10/1/77*







AREA	AREA IN ACRES	PERCENT OF TOTAL
TOTAL	1000	100%
...	...	...



THIS MAP IS A PART OF THE APPLICATION FOR AN AMENDMENT OF LICENSE FOR THE Klamath River Project, which was filed with the Department of Fish and Game, Oregon, on 10/15/1982.

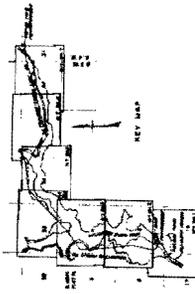
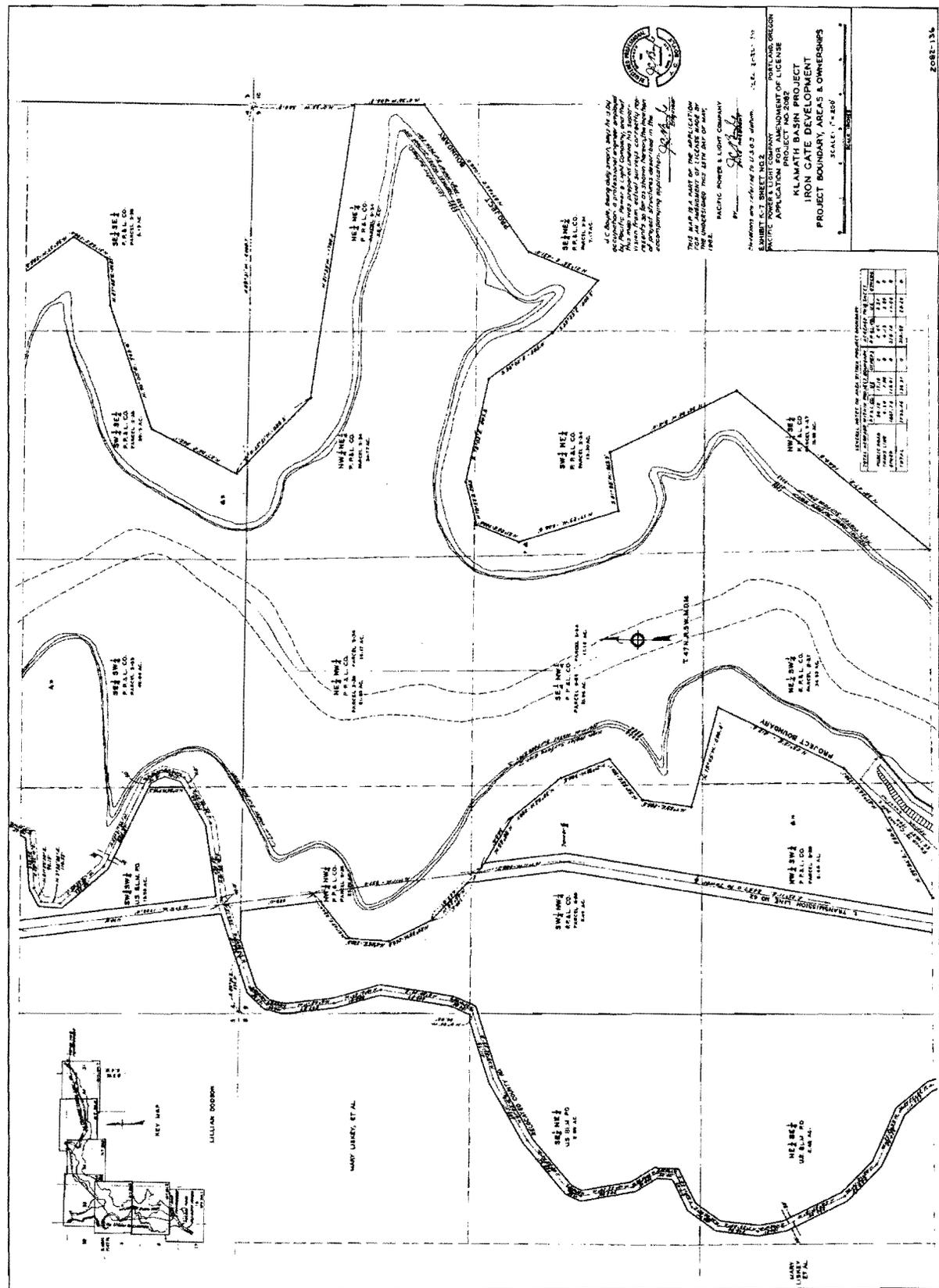
PACIFIC POWER & LIGHT COMPANY  
 PROJECT NO. 2086  
 Klamath River Project  
 IRON GATE WEIR  
 PROJECT BOUNDARY, AREA, AND OWNERSHIP  
 RESERVOIR AREA-CAPACITY CURVES  
 SCALE: 1" = 200'

ENGINEER'S SEAL AND SIGNATURE

C-8850 SHEET 1

PERIODIC SHEET 1

DATE: 1982



LULLIAN DOBSON

MARY LINNEY, ET AL.



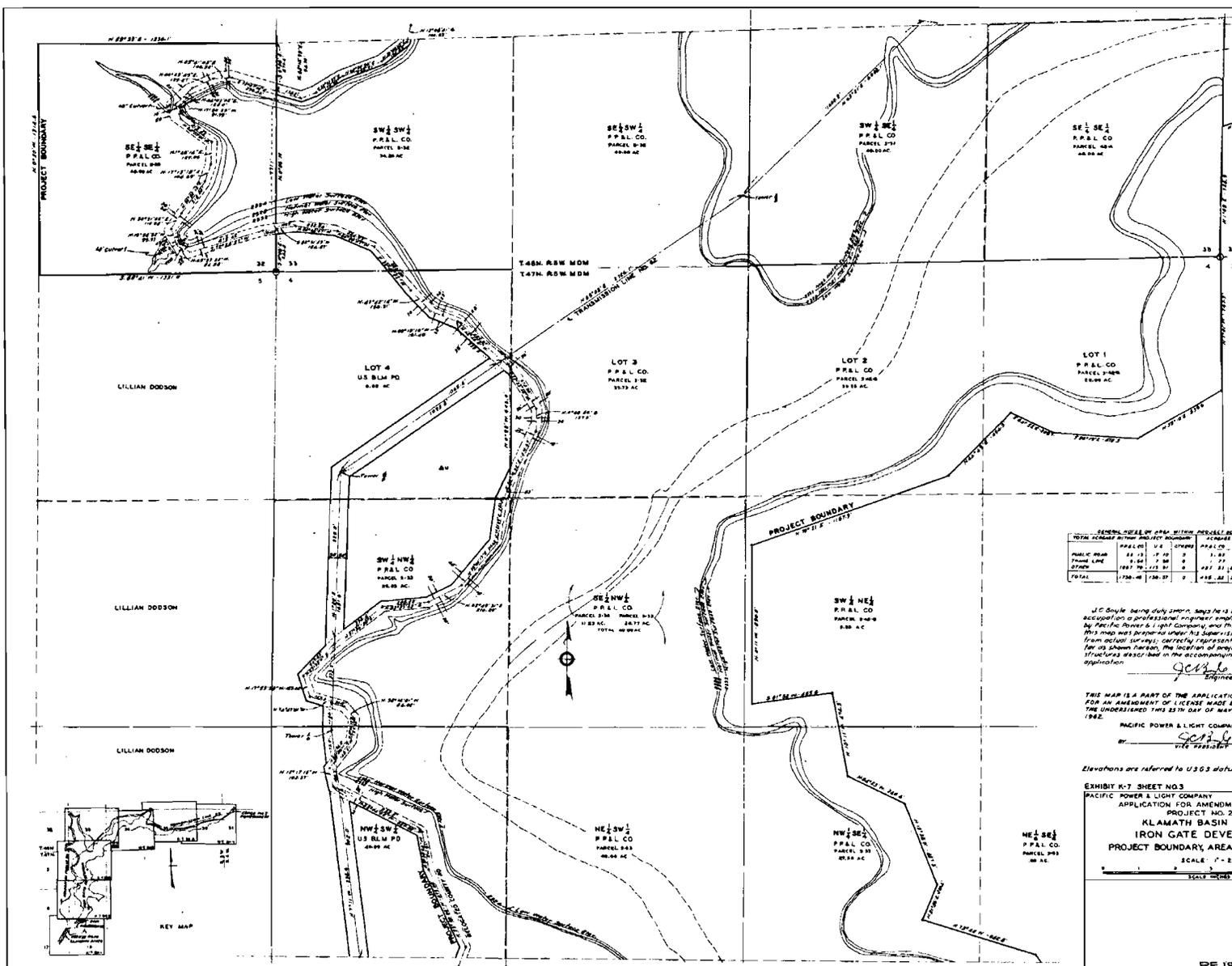
Application for License for the Development of License  
 PACIFIC POWER & LIGHT COMPANY  
 KLAMATH BASIN PROJECT  
 IRON GATE DEVELOPMENT  
 PROJECT BOUNDARY AREAS & OWNERSHIPS  
 SCALE: 1" = 200'

SECTIONAL AREA IN ACRES BY TYPE OF PROJECT BOUNDARY

TYPE OF BOUNDARY	AREA IN ACRES	PERCENTAGE
PROJECT BOUNDARY	1,148.00	100.00
STATE BOUNDARY	0.00	0.00
TOTAL	1,148.00	100.00

2082-136

G-8856 SHEET NO. 2



SECTION CORNERS BY GRADE WITHIN PARCEL BOUNDARY		CORNER 100 FEET	
TOTAL NUMBER WITHIN PROJECT BOUNDARY	NUMBER THIS SHEET	P.P.A.L. CO.	U.S. STAMP
PUBLIC ROAD	11	1	1
TRAIL	1	1	1
STAKE	1987	19	19
TOTAL	1798	21	21

I, C. Boyle, being duly sworn, says he is by occupation a professional engineer employed by Pacific Power & Light Company, and that this map was prepared under his supervision from actual surveys, correctly representing as far as shown thereon, the location of project structures described in the accompanying application.



THIS MAP IS A PART OF THE APPLICATION FOR AN AMENDMENT OF LICENSE MADE BY THE UNDERSIGNED THIS 23RD DAY OF MAY, 1962.

PACIFIC POWER & LIGHT COMPANY  
 BY: C. Boyle  
 VICE PRESIDENT

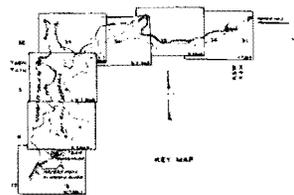
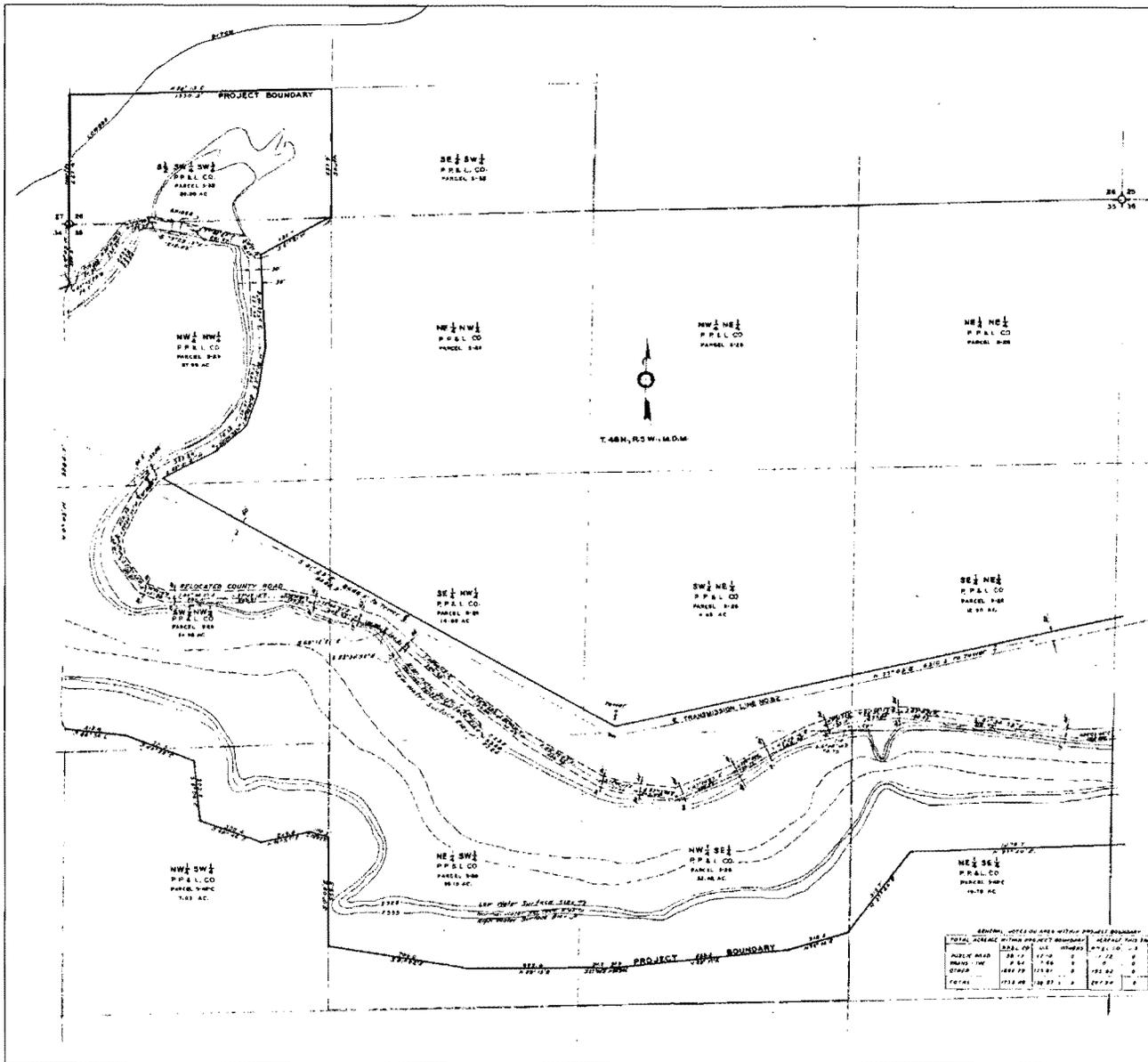
Elevations are referred to USDS datum

EXHIBIT K-7 SHEET NOS

PACIFIC POWER & LIGHT COMPANY PORTLAND, OREGON  
 APPLICATION FOR AMENDMENT OF LICENSE  
 PROJECT NO. 2002  
 KLAMATH BASIN PROJECT  
 IRON GATE DEVELOPMENT  
 PROJECT BOUNDARY, AREAS & OWNERSHIPS  
 SCALE: 1" = 200'







I, C. Beale, being duly sworn, state that I am a duly licensed professional engineer and that I am the author of the engineering drawings on this map and that the same were prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Oregon. My commission expires on the 31st day of May, 1928.

C. Beale  
Engineer

THIS MAP IS A PART OF THE APPLICATION FOR AN AMENDMENT OF LICENSE MADE BY THE UNDERSIGNED THIS 23rd DAY OF MAY, 1928.

PACIFIC POWER & LIGHT COMPANY  
BY: [Signature]  
Vice President

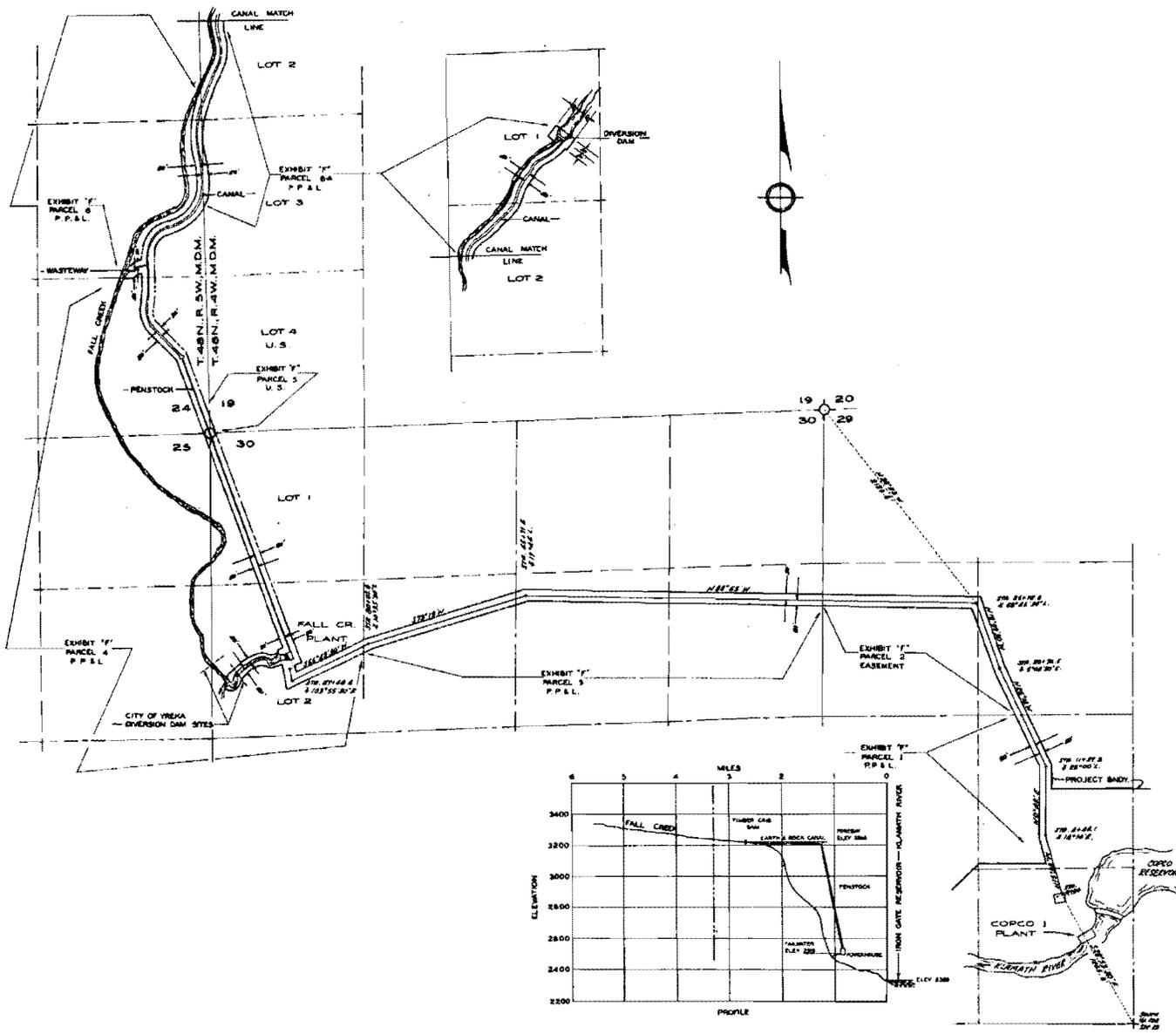
Everything on referred to U.S.S. datum.

EXHIBIT K-7 SHEET NO. 6  
PACIFIC POWER & LIGHT COMPANY  
APPLICATION FOR AMENDMENT OF LICENSE  
PROJECT NO. 2082  
KLAMATH BASIN PROJECT  
IRON GATE DEVELOPMENT  
PROJECT BOUNDARY, AREAS & OWNERSHIPS  
SCALE: 1" = 200'  
SHEET NO. 6

SECTION NOTES ON THIS PROJECT BOUNDARY

TOTAL AREA	AREA WITHIN PROJECT BOUNDARY	AREA OUTSIDE PROJECT BOUNDARY
228.09	107.28	120.81
ACRES	ACRES	ACRES
TOTAL	107.28	120.81





THIS EXHIBIT IS PART OF THE APPLICATION FOR AMENDMENT TO LICENSE FOR PROJECT NO 2082 MADE BY THE UNDERSIGNED THIS MARCH 31, 1977.

PACIFIC POWER & LIGHT COMPANY  
 BY *Carl Johnson*  
 VICE PRESIDENT

EXHIBIT K-9 REVISED - MARCH 1977  
 PACIFIC POWER & LIGHT COMPANY PORTLAND, OREGON  
**PROJECT NO 2082 ORE. & CALIF.**  
**KLAMATH RIVER PROJECT**  
**FALL CREEK DEVELOPMENT**  
**FALL CREEK PLANT & TRANSMISSION LINE**  
**DETAIL MAP**  
 SCALE: 1" = 400'  
 SCALE: 1" = 400'

**EXHIBIT C: KLAMATH HYDROELECTRIC PROJECT ASSOCIATED LANDS –  
LEGAL DESCRIPTIONS**

LEGAL DESCRIPTIONS OF KLAMATH HYDROELECTRIC PROJECT  
ASSOCIATED LANDS

OREGON PARCELS

ORKL-0501

Lots five (5), six (6) and eight (8) of Section Six (6) in Township forty (40) South, range seven (7) east of the Willamette Meridian, containing eighty-five and 96/100 (85.96) acres;

ORKL-0502 and 0503

Lot one (1) and the southeast quarter of the northeast quarter of section one (1) in township forty (40) south, range six (6); and lots one (1), two (2), three (3) and four (4) of section six (6) in township forty (40) south, range seven (7) east of Willamette Meridian, excepting and reserving that certain railroad right of way heretofore sold to the Southern Pacific Railway Company, and fully set out and described in that certain deed dated September 27, 1909, recorded on October 4, 1909, at page 464 of volume 26 of the deed records of Klamath County, Oregon;

Also, all of the right, title and interest of the party of the first part in and to that certain instrument dated March 22, 1920, from Leon W. Anderson and Nellie L. Anderson, husband and wife, of Klamath County, State of Oregon, to Mercantile Trust Company, of San Francisco, California, which said document was recorded on April 1<sup>st</sup>, 1920, in the office of the County Clerk of said Klamath County in Volume 52 of Deeds, page 327.

ORKL-0504

Lots One (1), Two (2) and Three (3) of Section Thirty-six (36), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian;

ORKL-0505

**Government Lot 4 in Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.**

ORKL-0507

**The SE1/4 SW1/4 and the SW1/4 SE1/4 and Government Lots 3, 4 and 5 in Section 35, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; EXCEPTING THEREFROM that portion thereof described as Parcel 3 in that certain Warranty Deed from the California Oregon Power Company, a corporation, to Weyerhaeuser Timber Company, a corporation, recorded July 15, 1959 in Deed Volume 314, page 179, Deed Records of Klamath County, Oregon.**

ORKL-0508

**Government Lot 7 in Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.**

(road easement granted to Klamath County, 1-26-68)

ORKL-0509

The following described land being in Section 31, Township 39 South, Range 8 East, Willamette Meridian, Klamath County, Oregon.

Beginning at a point on the section line which bears South 111.4 feet from the quarter corner on the West boundary of Section 31, Township 39 South, Range 8 East, Willamette Meridian, Klamath County, Oregon; thence South 44°01' East 1316.7 feet to a point on the Northerly boundary line of Riverside Addition to the Town of Keno, Oregon; thence South 53°30 West 78.5 feet more or less, along the Northerly boundary of said Riverside Addition to the low water line on the North bank of the Klamath River; thence Northwesterly along the low water line of the North bank of the Klamath River down stream to a point on the West boundary line of said Section 31; thence 82.0 feet, more or less, North along said Section line to the point of beginning.

Together with a strip of land 40 feet wide extending along the Westerly line of Riverside Addition to Keno, Oregon, from the Northerly line of Broyles Avenue to the Northerly line of the above described premises.

ORKL-0510-A

Lot Eight (8), and Southwest quarter ( $SW\frac{1}{4}$ ) of section Twenty-nine (29), Township Thirty-nine (39) South, Range Seven (7) East of Willamette Meridian.

Lots Five (5) and Six (6) of section Thirty (30) Township Thirty-nine (39) South, Range Seven East of Willamette Meridian.

Lot Six (6) of section Thirty-one (31) Township Thirty-nine (39) South, Range Seven (7) East of Willamette Meridian.

Lots One (1) and Two (2), and Northeast quarter of Northwest quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ), and North half of Northwest quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ) section Thirty-two (32) in Township Thirty-nine (39) South, Range Seven (7) East of Willamette Meridian, also the following described parcels of land, to-wit:

(1) Commencing at a point Twenty (20) chains South of the corner of sections 28, 29, 32 and 33 marked by a stake marked  $\frac{1}{4}$ ; thence West 45 links; thence South 34 degrees 65 minutes West 12.12 chains; thence South 56 degrees 30 minutes East 8.75 chains intersecting the North and south section line between sections 32, and 33; thence North 14.78 chains to point of beginning, containing 5.44 acres more or less.

(2) Beginning at a point twenty (20) chains South and Forty-five (45) links West of the corner of sections 28, 29, 32 and 33, thence West 19.55 chains to the Northwest corner of the Southeast quarter of Northeast quarter of section 32; thence South seven (7) chains; thence East parallel to the North line of said Southeast

quarter of Northeast quarter of section 32, 14.81 chains; thence North 34, degrees 5, minutes East 8.45 chains to the place of beginning; all of said two parcels of land being in <sup>Section 32,</sup> Township Thirty nine (39) South, Range Seven (7) East of Willamette Meridian.

Northwest quarter of Northwest quarter ( $NW\frac{1}{4}NW\frac{1}{4}$ ) and South half of Northwest quarter ( $S\frac{1}{2}NW\frac{1}{4}$ ) and North half of Southwest quarter ( $N\frac{1}{2}SW\frac{1}{4}$ ) of section Thirty-three (33) in Township Thirty-nine (39) South, Range Seven (7) East of Willamette Meridian.

Southwest quarter of Northeast quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ), West half of Southeast quarter ( $W\frac{1}{2}SE\frac{1}{4}$ ), East half of Southwest quarter ( $E\frac{1}{2}SW\frac{1}{4}$ ), and Southwest quarter of Southwest quarter ( $SW\frac{1}{4}SW\frac{1}{4}$ ) of section 6, in Township Forty (40) South, Range Seven (7) East Willamette Meridian.

Lots Three (3) and Four (4), Southeast quarter of Southwest quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ), and Southwest quarter of Southeast quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ) of section Seven (7) Township Forty South, Range Seven (7) East Willamette Meridian.

less property sold to the International Paper Company (all or a portion of Lot 2, Section 32, T39S, R7E, W.M.

less property sold to Ernest and Judy Smith 9/4/87 (a portion located in the N1/2 of Section 32, T39S, R7E, W.M. lying south of State Highway 66 )

less property sold in Section 33 T39S, R7E, W.M.

ORKL-0513

Government Lots 11, 12 and 13 in Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING therefrom those portions conveyed to the United States of America.

ORKL-0516

Beginning at a point 1282.2 feet north of a point 308.7 feet west of the corner to Townships 39 and 40 South Ranges 7 and 8 East Willamette Meridian, Oregon; thence North 263 feet; thence N. 47°41' W. 282.2 feet; thence South 452 feet; thence East 208.7 feet to the place of beginning, containing 1.91 acres, more or less.

ALSO beginning at a point 1282.2 feet north of a point 100 feet west of the corner to Townships 39 and 40 South Ranges 7 and 8 East Willamette Meridian, Oregon; thence North 116 feet; thence N. 64°56' West 255.5 feet; thence South 263 feet; thence East 208.7 feet to the place of beginning, all of said property being situate in Section 36, Township 39 South, Range 7 East Willamette Meridian.

ORKL-0518

PARCEL NO. 2. Beginning at a point 1490.9 feet north of a point 766.1 feet west of the corner to Townships 39 and 40 South, Ranges Seven (7) and Eight (8) East Willamette Meridian, Oregon; THENCE North 208.7 feet; THENCE West 208.7 feet; THENCE South 208.7 feet; THENCE East 208.7 feet to the place of beginning, containing one acre, more or less, all of said property being situate in Section 36, Township 39 S. R. 7 E. W. M. less that part conveyed to Leo J. Brennan et al by deed dated February 7, 1967.

ORKL-0519

beginning at a point 1699.6 feet north of a point 766.1 feet west of the corner to Townships 39 and 40 South, Ranges Seven (7) and Eight (8) East Willamette Meridian, Oregon; THENCE North 273.5 feet; THENCE N. 74° 28' W. 216.6 feet; THENCE South 331.6 feet; THENCE East 208.7 feet to the place of beginning, containing 1.45 acres, more or less, and being situate in Section 36, Township 39 South Range 7 East Willamette Meridian

less that part conveyed to Leo J. Brennan et al by deed dated February 7, 1967.

ORKL-0520

Beginning at a point 1282.2 feet north of a point 766.1 feet west of the corner to Townships 39 and 40 South Ranges Seven (7) and Eight (8) East of the Willamette Meridian, Oregon;

THENCE North 208.7 feet;

THENCE West 208.7 feet;

THENCE South 208.7 feet;

THENCE East 208.7 feet to the place of beginning, excepting that part of the herein described land conveyed to Leo J. Brennan et al by deed dated February, 7, 1967 and recorded in Book M67 at Page 942 Deed records of Klamath County, Oregon.

ORKL-0521  
(A=Lots 9 and 10  
B, C, D= Lot 8)

All of lots Eight (8), Nine (9) and Ten (10) of  
Section Thirty-six (36), Township Thirty-nine (39) South,  
Range Seven (7) East Willamette Meridian, EXCEPT the portions  
thereof already conveyed by Thomas McCormick and wife, as  
follows:-

- 1;- To the United States of America, by deed dated  
November 14, 1906, and recorded in Volume 21 of  
Deeds, page 466, records of Klamath County, Oregon.
- 2:- To the United States of America, by deed dated  
August 5, 1909, and recorded in Volume 27 of  
Deeds, page 294, records of said County.
- 3;- To Fred L. Rutledge, by deed dated \_\_\_\_\_ day of  
August, 1927, and recorded in Volume 81 of Deeds,  
Page 62, records of said County. K-518
- 4;- To George Crossen, by deed dated August 10, 1928,  
and recorded in Volume 89 of Deeds, page 348,  
Records of said County. K-518
- 5;- To Everett Hotchkiss, by deed dated December 6,  
1928, and recorded in Volume 86 of Deeds, page  
346, records of said County.
- 6;- To Sam Harris and Ray Harris, by deed dated July  
16, 1928, and recorded in Volume 86 of Deeds,  
page 505, records of said County.
- 7;- To A. W. Reents, by deed dated May 15, 1926 and  
recorded in Volume 78 of Deeds, page 93, records  
of said County. K-518

ORKL-0522

Beginning at a point on the Range line between Section Thirty-One (31), Township Thirty-Nine (39), South Range Eight (8) East of the Willamette Meridian and Section Thirty-Six (36), Township Thirty-Nine (39), South Range Seven (7) East of the Willamette Meridian, which is Eight Hundred Thirty-One and Six-Tenths (831.6) feet South of the quarter corner between said Section 31 and 36; thence South on Range line Seventy-Eight and Two-Tenths (78.2) feet; thence South 50°05' East Three Hundred Twenty-One and One-Tenths (321.1) feet; thence North 39°55' East to the center line of the Klamath River; thence down stream along the center line of said stream along the center line of said stream to said Range line; thence South along said Range line to the point of beginning.

ORKL-0523-B

Lots Seven (7), Eight (8), and Nine (9) of Section Thirty-one (31) and Lot Three (3) of Section Thirty-two (32), Township Thirty-nine (39) South, Range Seven (7) East of W. M.

ORKL-0524

Also, beginning at a point on the Range line between Section 31, Township 39 South, Range 8 East, Willamette Meridian and Section 36, Township 39 South, Range 7 East, Willamette Meridian, 40.6 feet South of the quarter corner between Sections 31 and 36 on said range line; thence South along said range line 71.6 feet to a point which is the most Northerly point of the tract of land conveyed by the grantors to the grantee by deed dated May 29, 1930 and recorded in Volume 90, page 340, of the deed records of Klamath County, Oregon; thence South  $44^{\circ}00'$  East along the Northerly boundary of said tract 572.6 feet to a point; thence North  $59^{\circ}59'$  East 51.5 feet to a point; thence North  $44^{\circ}00'$  West 636.4 feet, more or less, to the point of beginning.

ORKL-0529

Beginning at the Northwest corner of said Section 29; thence South  $0^{\circ}08'$  West along the West line of said Section for a distance of 1812.82 feet to a point marked by a copper nickel pipe,  $5/8$  inch in diameter and 40 inches in length, set in a rock mound; thence North  $86^{\circ}17'$  East for a distance of 697.69 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated as LB 10, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe,  $5/8$  inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North  $7^{\circ}03'$  East on a line which passes through a point 693.53 feet distant, marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated LB 11, to its intersection with the South line of said NW $1/4$  NW $1/4$ , said point of intersection being the true point of beginning of this description; thence continuing North  $7^{\circ}03'$  East 250 feet, more or less, to said point designated LB 11; thence South  $80^{\circ}43'$  East for a distance of 382.27 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, designated LB 12; thence South  $11^{\circ}24'$  East on a line which passes through a point 742.04 feet distant, marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated LB 13, for a distance of 193 feet, more or less, to its intersection with the South line of said NW $1/4$  NW $1/4$ ; thence Westerly along said South line to the true point of beginning of this description.

Also parts of Government Lots 2 and 1, the E1/2 SW1/4, Government Lots 3 and 4 of Section 30 and the NW1/4 NE1/4 of Section 31, Township 39 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Section 30; thence South  $0^{\circ}08'$  West along the East line of said Section for a distance of 1812.82 feet to a point marked by a copper-nickel pipe,  $5/8$  inch in diameter and 40 inches in length set in a rock mound, said point being the true point of beginning of this description; thence South  $86^{\circ}17'$  West for a distance of 0.92 feet to a point marked by an iron pipe  $3/4$  inch in diameter, driven flush with the ground and designated WT 8, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe,  $5/8$  inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North  $75^{\circ}46'$  West for a distance of 460.81 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated as WT 7; thence South  $72^{\circ}24'$  West for a distance of 1183.71 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated WT 6; thence North  $75^{\circ}06'$  West for a distance of 516.19 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated as WT 5; thence South  $36^{\circ}06'$  West for a distance of 1396.82 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, and driven flush with the ground and designated WT 4; thence South  $2^{\circ}46'$  West for a distance of 1031.45 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated as WT 3; thence South  $41^{\circ}00'$  East (at a distance of 1540.84 feet crossing the South line of said Section 30 at a point which is 767.05 feet distant South  $88^{\circ}34'$  East from the South  $1/4$  corner thereof) for a distance of 1542.89 feet to a point marked by an iron pipe,  $3/4$  inch in diameter, driven flush with the ground and designated WT 2; thence South  $39^{\circ}59'$  East for a distance of 660.00 feet to a point marked by a copper-nickel pipe,  $5/8$  inch in diameter and 40 inches in length, driven in the ground until its top is 10 inches above the ground; thence continuing South  $39^{\circ}59'$  East for a distance of 195 feet, more or less, to a point on the East line of the NW1/4 NE1/4 of said Section 31; thence North along said East line for a distance of 640 feet, more or less, to the Northeast corner of said NW1/4 NE1/4; thence East along the South line of said Section 30 to the Southeast corner of said Lot 4; thence Northerly along the Easterly line of said Lot 4, the Easterly line of said Lot 3 and the Southeasterly line of said Lot 2 to the Southwest corner of said Lot 1; thence Easterly along the South line of said Lot 1 to the Southeast corner thereof; thence North along the East line of said Section 30 to the true point of beginning.

Parcel I

Parts of Lots One (1), Two (2), and Three (3) of Section Twenty-nine (29), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 30, and 29, Township 39 South, Range 7 East, Willamette Meridian; thence South  $0^{\circ} 02' 53''$  East, along the West line of Section 29, a distance of 1,805.49 feet to the TRUE POINT OF BEGINNING of this description; thence South  $75^{\circ} 57' 45''$  East, a distance of 48.18 feet to a point; thence North  $84^{\circ} 47' 58''$  East, a distance of 653.11 feet to a point; thence North  $5^{\circ} 51' 53''$  East to the intersection with the 1/16 Section line between the Northwest Quarter of the Northwest Quarter and Lot 1; a distance of 443.51 feet to an iron pin; thence East along the said 1/16 section line, a distance of 446.09 feet to an iron pin; thence South  $11^{\circ} 33' 51''$  East, a distance of 548.51 feet to an iron pin; thence North  $78^{\circ} 04' 23''$  East, a distance of 2,490.78 feet to a point in Lot 3 from which point the Northeast corner of said Section 29 bears North  $46^{\circ} 22' 12''$  East a distance of 1,082.39 feet; thence South  $0^{\circ} 24' 58''$  East, to the intersection with the Meander Line, along the right bank of the Klamath River, a distance of 365 feet, more or less; thence westerly along the Meander Line of said Lots 1, 2, and 3 to the intersection with the West line of said Section 29; thence North along the West line of said Section 29 a distance of 485 feet, more or less, to the true point of beginning;

containing 34.50 acres, more or less, of which 21.90 acres, more or less, are in said Lot 1, 7.60 acres, more or less, in said Lot 2, and 5.00 acres, more or less, in said Lot 3.

Parcel II

Parts of Lots Six (6) and Seven (7) of Section Twenty-nine (29), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 20, 21, 29, and 28, Township 39 South, Range 7 East, Willamette Meridian; thence South  $48^{\circ} 22' 12''$  West, a distance of 2,082.39 feet to a point marked by an iron pin and designated as "LB-14;" thence South  $0^{\circ} 24' 58''$  East, a distance of 868.91 feet to a point marked by an iron pin in Lot 6, said point being the TRUE POINT OF BEGINNING of this description; thence North  $82^{\circ} 03' 08''$  West, a distance of 876.03 feet to a point marked by an iron pin; thence South  $58^{\circ} 29' 02''$  West to the intersection with the South line of said Lot 7, a distance of 1,015 feet, more or less; thence West along the South Line of said Lot 7, a distance of 700 feet, more or less; thence North along the West line of said Lot 7 to the intersection with the Meander Line along said Lot 7, a distance of 130 feet, more or less; thence Easterly along the Meander Lines of said Lots 7 and 6 to the intersection with the line bearing South  $0^{\circ} 24' 58''$  East between said point "LB-14" and the true point of beginning; thence South  $0^{\circ} 24' 58''$  East along said line, a distance of 188.91 feet, more or less, to the true point of beginning; containing 11.75 acres, more or less, of which 5.95 acres, more or less, are in said Lot 6, and 5.80 acres, more or less, in said Lot 7.

Parcel III

Parts of Lots Four (4) and Five (5) of Section Thirty-one (31), Township Thirty-nine (39) South, Range Seven (7) East, Willamette Meridian, more particularly described as follows:

Beginning at the 1/4 section corner common to Sections 30 and 31, Township 39 South, Range 7 East, Willamette Meridian; thence South  $88^{\circ} 39' 29''$  East along the North line of Section 31 to the intersection with the West line of said Lot 5, a distance of 1,348.27 feet, more or less, to the TRUE POINT OF BEGINNING of this description; thence South along the West line of said Lot 5, a distance of 640.48 feet to a point; thence South  $41^{\circ} 11' 19''$  East, a distance of 240.29 feet to a point marked by an iron pin; thence South  $42^{\circ} 50' 07''$  East, a distance of 1,194.47 feet to a point marked by an iron pin; thence South  $9^{\circ} 13' 28''$  East, a distance of 386.02 feet to a point marked by an iron pin; thence South  $41^{\circ} 45' 43''$  West to the intersection with the North Boundary of the Right of Way of State Highway No. 21; thence Northeasterly along the said highway right of way to the intersection with the Meander Line

along the East side of said Lot 4; thence Northerly along the Meander Line of said Lots 4 and 5 to the intersection with the North line of said Section 31; thence North  $88^{\circ} 39' 29''$  West along the North line of said Section 31, a distance of 383.93 feet to the true point of beginning; containing 19.25 acres, more or less, of which 5.40 acres, more or less, are in said Lot 4, and 13.85 acres, more or less, in said Lot 5.

Parcel IV

Parts of Lots One (1), Two (2), Three (3), and Four (4) of Section Thirty-one (31), Township Thirty-nine (39) South, Range Seven (7) East, Willanette Meridian, more particularly described as follows:

Beginning at the corner common to Sections 36, 31, 1, and 6, Township 39 and 40 South, Range 6 and 7 East, Willanette Meridian; thence South  $69^{\circ} 56' 42''$  East along the South line of said Section 31, a distance of 1,960.02 feet to a point marked by an iron pin and the TRUE POINT OF BEGINNING of this description thence North  $27^{\circ} 31' 03''$  East, a distance of 688.07 feet to a point marked by an iron pin; thence North  $59^{\circ} 46' 33''$  East, a distance of 1,721.22 feet to a point marked by an iron pin; thence North  $44^{\circ} 16' 57''$  East, a distance of 969.66 feet to a point marked by an iron pin; thence North  $14^{\circ} 50' 18''$  East, a distance of 629.93 feet to a point marked by an iron pin; thence North  $41^{\circ} 45' 43''$  East to the intersection with the South Boundary of the Right of Way of State Highway No. 21; thence North-easterly along the said highway right of way to the intersection with the Meander Line along the East side of said Lot 4; thence Southwesterly along the Meander Lines of said Lots 4, 3, 2, and 1 to the intersection with the South line of said Section 31; thence North  $69^{\circ} 56' 42''$  West along the South line of said Section 31, a distance of 165 feet, more or less, to the true point of beginning; containing 17.10 acres, more or less, of which 0.27 acres, more or less, are in said Lot 1, 1.33 acres, more or less, in said Lot 2, 3.57 acres, more or less, in said Lot 3, and 3.93 acres, more or less, in said Lot 4.

ORKL-0539 I and II

**Parcel 1:**

The North 550 feet of the West 1/2 of the Southeast 1/4 of Section 36, Township 39 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

EXCEPTING therefrom that portion conveyed to the United States of America by Deed recorded August 9, 1909 in Volume 27, page 294, Deed Records of Klamath County, Oregon.

**Parcel 2:**

A strip of land for road purposes 60 feet in width lying 30 feet on each side of the following described center line:

Commencing at a point on the Northerly right of way line of Oregon State Highway 66 at Station 1807+71; thence North 29°28'52" West, 800 feet; thence North 12°43'22" West, 498 feet to a point which is 30 feet East and 10 feet North of the South quarter corner of Section 36, Township 39 South, Range 7 East, Willamette Meridian, Klamath County, Oregon; thence Northerly along a line which is parallel to and 30 feet Easterly of the West line of the Southeast 1/4 of said Section 36, a distance of 1700 feet; thence North 40°48'41" West 50 feet, more or less, to a point on said West line of the Southeast 1/4.

ORKL-0540

**All that portion of Lot 5, Section 36, Township 39 South, Range 7 East of the Willamette Meridian, EXCEPT the North 319 feet thereof and being more particularly described as follows:**

**Beginning at a point on the West line of Lot 5, Section 36, Township 39 South, Range 7 East of the Willamette Meridian from which the Northwest corner of said Lot 5 bears North 9°09'22" East 319.00 feet distant; thence along the said West line of said Lot 5, South 0°09'22" West 425.81 feet to the North bank of Klamath River; thence along Klamath River North 71°09'15" East 222.86 feet; thence South 76°39'45" East 380.77 feet; thence North 77°56'55" East 94.85 feet; thence South 82°02'05" East 203.00 feet; thence North 73°23'15" East 221.68 feet; thence South 62°13'45" East 198.60 feet; thence South 82°00'45" East 62.74 feet, more or less to the East line of said Lot 5, Section 36; thence along the said East line of said Lot 5, North 0°03'07" East 481.31 feet to a point from which the North quarter corner of said Section 36 bears North 0°03'07" East 319.00 feet distant; thence North 89°43'16" West 1342.12 feet more or less to the point of beginning.**

ORKL-0541

Lot 6 except that portion thereof which lies northerly of the following described line: Commencing at a point located on the line between Govt. Lots 5 and 6, said point being located South 0° 03' 07" West, 319.0 feet from the north quarter corner of Section 36; thence South 89° 43' 16" East, 620.0 feet to a point; thence in a southeasterly direction to the northwest corner of Govt. Lot 7 of said Section 36.

subject to road easement granted to Klamath County 1-26-68

ORKL-0542

A tract of land in Lot 1, (SW1/4) of Section 31, Township 39 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the centerline of River Street and the Westerly boundary line of Brighton Avenue (Highway 66) in the town of Doten, (now Keno) Oregon, which point is marked with an iron pipe; thence North 57°08' West along the centerline of said River Street, projected, a distance of 1,194.6 feet; thence North 32°52' East 372.1 feet to the true point of beginning; thence continuing North 32°52' East 259.8 feet, more or less to the mean water line of the Klamath River; thence North 40°24' West 179.7 feet along said mean water line to the Easterly boundary of the tract of land described in Book 94 at page 36, Deed Records of Klamath County, Oregon; thence along the Easterly and Southerly boundaries of said parcel as follows: South 41°47' West 58.9 feet and North 50°05' West 321.1 feet to the Easterly boundary of the tract of land described in Volume 130 of page 412, Deed Records of Klamath County, Oregon; thence South 0°06' East along said boundary a distance of 434.0 feet; thence South 72°16' East 273.2 feet to the true point of beginning.

CALIFORNIA PARCELS

CASI-0009

*The North West quarter of South East quarter (NW¼ of SE¼),  
South half of South East quarter (S½ of SE¼) and South West  
quarter (SW¼) of Section Twenty-nine (29), East half of  
North West quarter (E½ of NW¼) and North East quarter (NE¼)  
of Section Thirty-one (31) —, in Township Forty-eight (48) — North,  
Range Four (4) West —, Mount Diablo Meridian,  
containing Five hundred and twenty (520) —*

*acres, according to the United States Surveys;*  
less property sold consisting of 31.85 acres of the SE ¼ of the SE ¼ lying south and east of the  
present reservoir.

CASI-0011

Lot Four (4) and the South East quarter of the South  
West quarter (SE¼ of SW¼) and the South half of the South East  
quarter (S½ of SE¼) of Section Thirty (30), Township forty-eight  
(48) North Range Four (4) West, Mount Diablo Meridian;

CASI-0020

South Half (S½)  
of Section Thirty-one (31) —, Township Forty-eight (48) North, Range Four (4) West  
Mount Diablo — Base and Meridian, containing Three Hundred Fifteen and 17/100 (315.17)  
— Acres, according to the United States Public Surveys;

CASI-0021

The northwest quarter of the south-  
west quarter (NW¼ of SW¼) of Section  
thirty-six (36), Township forty-eight (48)  
North, Range five (5) West, Mount Diablo  
Base and Meridian.

That certain fractional portion of the NE $\frac{1}{4}$  of Section thirty-six (36) TWP forty-eight (48) North of Range five (5) West M.D.M., bounded by a line described as beginning at the northeast corner of said Section 36 and extending westerly four hundred sixty one and nine-tenths (461.9) feet along the section line between said Section 36 and Section 25 of the same Township and Range to the center line of Fall Creek; thence southwesterly along the center line of Fall Creek to the point of intersection of the center lines of Fall Creek and the Klamath River, thence northeasterly along the center line of the Klamath River to the east line of said Section 36, thence northerly along said east line of Section 36, ten hundred ninety (1090) feet to the point of beginning, said tract containing 25.93 acres, more or less; also, a right of way 60 feet wide for a railroad and wagon road across the remaining portion of the N.E. $\frac{1}{4}$  of Section 36, Township 48 North, Range 5 West, the center line of said right of way being more particularly described as follows

Beginning at a point on the quarter section line running north and south in Section 36 T. 48 N. Range 5 West, which is seventeen hundred two and seven-tenths (1702.7) feet south of the quarter section corner on the north line of said section 36, thence north fifty two degrees, eighteen and one half minutes ( $52^{\circ} 18\frac{1}{2}'$ ) east twenty five and three-tenths (25.3) feet to the beginning of a curve whose total deflection angle is thirty degrees and thirty four minutes ( $30^{\circ} 34'$ ) to the right tangent length is one hundred twenty and three-tenths (120.3) feet, radius is four hundred forty and eighty four hundredths (440.84) feet and length is two hundred thirty five and one-tenth (235.1) feet, thence north

eighty two degrees, fifty two and one-half minutes ( $82^{\circ} 52\frac{1}{2}'$ ) east, two hundred twenty three and four-tenths (223.4) feet to the beginning of a curve whose total deflection angle is seventeen degrees eighteen minutes ( $17^{\circ} 18'$ ) to the right, tangent length is forty three and six-tenths (43.6) feet, radius is two hundred eighty six and fifty seven hundredths (286.57) feet and length is eighty six and five-tenths (86.5) feet; thence south seventy nine degrees forty nine and one half minutes ( $79^{\circ} 49\frac{1}{2}'$ ) east, one hundred ninety four and eight-tenths (194.8) feet to the beginning of a curve whose total deflection angle is four degrees and eight minutes ( $4^{\circ} 8'$ ) to the left, tangent length is twenty and seven-tenths (20.7) feet, radius is five hundred seventy three and thirteen one hundredths (573.13) feet and length is forty one and three-tenths (41.3) feet, thence south eighty three degrees fifty seven and one half minutes ( $83^{\circ} 57\frac{1}{2}'$ ) east, sixty seven and six tenths (67.6) feet to the beginning of a curve whose total deflection angle is fifteen degrees fifty three minutes ( $15^{\circ} 53'$ ) to the left, tangent length is forty (40) feet, radius is two hundred eighty six and fifty seven one-hundredths (286.57) feet and length is seventy nine and four-tenths (79.4) feet, thence north eighty degree nine and one-half minutes ( $80^{\circ} 09\frac{1}{2}'$ ) east, fifty two and four-tenths (52.4) feet to the beginning of a curve whose total deflection is fourteen degrees, seventeen minutes ( $14^{\circ} 17'$ ) to the left, tangent length is forty four and eight-tenths (44.8) feet, radius is three hundred fifty eight and seventeen one-hundredths (358.17) feet and length is eighty nine and three-tenths (89.3) feet, thence, north sixty five degrees fifty two and one half minutes ( $65^{\circ} 52\frac{1}{2}'$ ) east, five hundred eighty four (584) feet to the center line of Fall Creek, said right of way containing two and thirty two hundredths (2.32) acres, more or less.

CASI-0025

*(also described as Lots One and Two of the Northwest quarter)*

The West Half of the Northwest quarter ( $\frac{1}{2}\text{NW}\frac{1}{4}$ ) of Section Thirty one (31) in Township Forty eight (48) North of Range Four (4) West, Mount Diablo Meridian; also all of that portion of Section Thirty Six (36) Township Forty Eight (48) North of Range Five (5) West, Mount Diablo Meridian, lying South of the Klamath River, saving and excepting the Northwest quarter of the Southwest quarter ( $\text{NW}\frac{1}{4}\text{SW}\frac{1}{4}$ ) of said Section Thirty Six (36).

CAISI-0026

The Southeast quarter ( $\text{SE}\frac{1}{4}$ ) of Section 25; the East half of the Northeast quarter ( $\text{E}\frac{1}{2}\text{NE}\frac{1}{4}$ ) of Section 34; the Northeast quarter ( $\text{NE}\frac{1}{4}$ ) and the Northwest quarter of the Southeast quarter ( $\text{NW}\frac{1}{4}\text{SE}\frac{1}{4}$ ) and the Northeast quarter of the Southwest quarter ( $\text{NE}\frac{1}{4}\text{SW}\frac{1}{4}$ ) and the Northwest quarter ( $\text{NW}\frac{1}{4}$ ) of Section 35; the North half of the Northwest quarter ( $\text{N}\frac{1}{2}\text{NW}\frac{1}{4}$ ) and the Northwest quarter of the Northeast quarter ( $\text{NW}\frac{1}{4}\text{NE}\frac{1}{4}$ ) and the Northeast quarter of the Northeast quarter ( $\text{NE}\frac{1}{4}\text{NE}\frac{1}{4}$ ) and that fractional portion of the South half of the North half ( $\text{S}\frac{1}{2}\text{N}\frac{1}{2}$ ), lying North of the Klamath River, of Section 36; all in Township Forty-eight (48) North of Range Five (5) West M.D.M.; together with the appurtenances thereunto belonging; save and excepting therefrom that certain fractional portion of the Northeast quarter ( $\text{NE}\frac{1}{4}$ ) of Section Thirty-six (36), Township Forty-eight (48) North of Range Five (5) West M.D.M., bounded by a line described as beginning at the Northeast corner of said Section 36, thence extending westerly four hundred sixty one and nine tenths feet (461.9) along the section line between said Section 36 and Section 25 of the same Township

and range to a point on the Center line of Fall Creek; thence, Southwesterly along the Center line of Fall Creek, to the point of intersection of the Center line of Fall Creek and the Klamath River; thence Northeasterly along the Center line of the Klamath River to the East line of the said Section 36; thence northerly along said East line of said Section 36, 1190.0 feet to the point of beginning.

LESS THE FOLLOWING:

A fractional portion of the Southeast quarter of the Southeast quarter of Section 25, Township 48 North, Range 5 West, Mount Diablo Meridian, being more particularly described as follows:

Beginning at a point 30.00 feet southwesterly of the centerline of the Pacific Power & Light Company Transmission Line No. 19, from which point the southeast corner of said Section 25 bears South 40° 51' 31" East, 506.61 feet; thence South 38° 31' 10" West, 166.98 feet; thence South 28° 14' 58" West, 132.47 feet; thence North 36° 15' 00" West, 184.77 feet; thence North 30° 54' 15" East, 141.54 feet; thence North 53° 45' 00" East, 134.36 feet; thence South 42° 46' 42" East, 139.73 feet parallel to said Transmission Line No. 19 to the point of beginning.

and subject to a telephone line easement to PT&T 9/28/81 and subject to a 30' pipeline easement to the City of Yreka 8/30/68.

CASI-0027

The East half of the Southwest quarter ( $E\frac{1}{2}$  of  $SW\frac{1}{4}$ ) and the Southeast quarter ( $SE\frac{1}{4}$ ) of Section Nine (9); the Northwest quarter of the Northwest quarter ( $NW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section Sixteen (16), and the East half of the Northeast quarter ( $E\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of Section Seventeen (17) in Township Forty-seven (47) North (N) of Range Five (5) West, Mount Diablo Base and Meridian; saving and excepting that portion thereof heretofore conveyed to the Klamath Lake Railroad Company;

and subject to a telephone line easement to PT&T 10/13/80 and a 20' road easement to James Liskey.

CASI-0028

The West Half of the East Half of the Northwest Quarter ( $W\frac{1}{2} E\frac{1}{2} NW\frac{1}{4}$ ) and the West Half of the West Half ( $W\frac{1}{2} W\frac{1}{2}$ ), and also that portion of the East Half of East Half of Northwest Quarter ( $E\frac{1}{2} E\frac{1}{2} NW\frac{1}{4}$ ) of Section Nine (9) in Township Forty-seven (47) North of Range Five (5) West, Mount Diablo Meridian, which lies on the westerly side of the center line of the Klamath River, where said river flows through said sub-division; subject, however, to right of way one hundred (100) feet wide, across said section, heretofore conveyed to Klamath Lake Railroad Company by Central Pacific Railway Company and United States Trust Company of New York, by deed numbered 213-C, dated August 16, 1905.

CASI-0030

The East half of the Northwest quarter, the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 34, Township 48 North, range 5 West, M.D.M. California, less the Klamath Lake Railroad Company right of way.

subject to a 20 road easement to H.J. Rhodes 6/12/64

CASI-0031

All of Section Twenty-seven (27); Northeast Quarter ( $NE\frac{1}{4}$ ), North Half of Southeast Quarter ( $N\frac{1}{2}$  of  $SE\frac{1}{4}$ ) and Southwest Quarter of Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section Thirty-three (33), Township Forty-eight (48) North, Range Five (5) West, Mount Diablo Base and Meridian, containing Nine Hundred Twenty and 00/100 (920.00) Acres, more or less; together with all rights, privileges and appurtenances thereunto belonging or in any wise appertaining; subject however, to any rights, liens or encumbrances created or permitted, by any other person than the said first party, since March 16, 1931; also subject to the condition that first party shall not be held liable for any encroachments on said premises by existing ditch and telephone line.

EXCEPTING from the foregoing conveyance a right of way of lawful width for any and all existing and lawfully established County Roads.

less the following sold to Rhodes and Roberts 4/13/64:  
the N  $\frac{1}{2}$  and the SW  $\frac{1}{4}$  of Section 27, Township 48N, Range 5W, MDM.

CASI-0032

The South half of the South half of the South West Quarter of Section Twenty-six, and the West half of Section Thirty-three, Township Forty-eight, North, Range Five West, and the North East quarter of the North West quarter of Section Four, Township Forty-seven North, Range Five West, Mount Diablo Meridian, subject to the rights of the Loveland School District.

Together with all water rights, water ditches and water privileges thereunto belonging or in anywise appertaining.

CASI-0033

The Southeast quarter; the East half of the Southwest quarter and the South half of the Northwest quarter of Section Four, Township Forty-seven North, Range Five West, Mount Diablo Meridian, saving and excepting that portion of the Southeast quarter of the Northwest quarter of said Section Four lying northerly and westerly of the center line of the Klamath River containing 310 acres, more or less

CASI-0034

All that portion of the East half ( $E\frac{1}{2}$ ) of the East half, ( $E\frac{1}{2}$ ), of the North West quarter ( $NW\frac{1}{4}$ ) of Section Nine (9), lying on the East side of the Klamath River where it flows through said land; The North East quarter ( $NE\frac{1}{4}$ ) of Section Nine (9); the North half ( $N\frac{1}{2}$ ) of the North West quarter ( $NW\frac{1}{4}$ ) and the West half ( $W\frac{1}{2}$ ) of the North East quarter ( $NE\frac{1}{4}$ ) of Section Ten (10); all in Township Forty-seven (47), North of Range Five (5) West, Mt. Diablo Meridian, containing in all 340 acres, more or less; together with all water rights, water ditches and water privileges used or enjoyed on the above described property, or in connection therewith, particularly including all rights of said first party in the waters of Bogus Creek.

CASI-0035

The South East Quarter of the South East quarter of Section Thirty-two, Township Forty-eight North, Range Five West, Mount Diablo Meridian.

Together with all water rights, water ditches and water privileges thereunto belonging or in anywise appertaining.

CASI-0036

All that portion of the South East Quarter of the North West Quarter ( $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section Four (4) Township Forty-seven (47) North of Range Five (5) West, Mount Diablo Meridian, lying on the North and West side of the center of the Klamath River.

CASI-0038

The East half; the South West quarter, the East half of the North West Quarter and the South West Quarter of the North West Quarter of Section sixteen in Township Forty-seven North, Range Five West, Mount Diablo Meridian,

CASI-0039

The Northeast quarter ( $NE\frac{1}{4}$ ) of the Southwest quarter ( $SW\frac{1}{4}$ ) of Section Thirty-four (34), Township Forty-eight (48) North of Range Five (5) West, Mount Diablo Meridian, containing forty acres of land.

CASI-0040

Those portions of the Southeast 1/4 of Section 29 and the Southwest 1/4 of Section 28, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004050390;

Those portions of the Northeast 1/4 of Section 29 and the Northwest 1/4 of Section 28, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004050380;

That portion of Section 28, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004050060;

That portion of the Northwest 1/4 of Section 33, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004040010;

That portion of the Southeast 1/4 of Section 21, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004360040;

That portion of the South 1/2 of Section 27, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004300020;

That portion of the North 1/2 of Section 34, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004040060;

Those portions of Section 35 and Section 36, Township 48 North Range 4 West, M.D.M., known as Siskiyou County, California Tax Lot 004030070;

CASI-0042

**The southeast quarter of the southeast quarter of Section 33, Township 48 North, Range 5 West and the northeast quarter of Section 4, Township 47 North, Range 5 West, M.D.M., and northwest quarter of southwest quarter, south half of south half and northeast quarter of southeast quarter of Section 35, Township 48 North, Range 5 West, M.D.M.**

CASI-0043

**The South Half (S 1/2) except the south half of the south half of the southwest quarter (S 1/2 S 1/2 SW 1/4) of Section 26, Township 48 North, Range 5 West, Mount Diablo Meridian, Siskiyou County, California, containing 280 acres, more or less,**