



825 NE Multnomah, Suite 2000  
Portland, Oregon 97232

November 20, 2015

**VIA ELECTRONIC FILING**

Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
Salem, OR 97301-1166

Attn: Filing Center

**RE: UPN\_\_\_—PacifiCorp Notice of Property Disposition—Execution of Agricultural Lease with Tillard 55**

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) provides notice of the disposition of property necessary or useful in the provision of utility service (Notice).

PacifiCorp executed an agricultural lease with Tillard 55 (Tillard) for certain property located in Converse County, Wyoming, which is the location of the Glenrock Wind project. The lease will allow Tillard's livestock to graze on the property, thereby decreasing PacifiCorp's vegetation management costs. The lease was executed by PacifiCorp on September 22, 2015. A copy of the Agricultural Lease Agreement (Agreement) is included with this Notice as Attachment A.

The Agreement contains a five-year term with an option to renew for an additional three years. The value of the Agreement under the initial term is \$35,417.66; the total value of the Agreement if the option to renew is exercised will be \$58,413.97. Tillard's use of the property under the Agreement will not interfere with PacifiCorp's ability to operate its facilities or impede access to the Company's property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

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

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

Please direct informal questions with respect to this filing to Erin Apperson at 503-813-6642.

Sincerely,

R. Bryce Dalley  
Vice President, Regulation

**ATTACHMENT A**  
**AGRICULTURAL LEASE AGREEMENT**

## AGRICULTURAL LEASE AGREEMENT

This AGRICULTURAL LEASE AGREEMENT (the "Lease"), including all Exhibits attached hereto, is by and between PACIFICORP, an Oregon corporation ("Lessor") and TILLARD 55, of P.O. Box 58, Douglas, Wyoming 82633 ("Lessee"), to be effective as of January 1, 2015.

### RECITALS

A. Lessor owns approximately 3,462 acres and holds a State Grazing Lease No. 1-8552 (a copy of which is attached hereto as Exhibit B) for approximately an additional 319 acres for a total of 3,781 acres of real property, located in Converse County, State of Wyoming, and known to the Lessor as PacifiCorp Parcel ID no. WYCV-0002A (the "Property").

B. Lessee desires to lease a certain portion of the Property described as more particularly described in Exhibit A for agricultural uses, specifically grazing.

C. Lessor has used and will continue to use the Property for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities and equipment normally associated with the generation and distribution of power. Lessor also uses and will continue to use the Property to access adjoining properties and facilities, including properties and facilities that may be used in the future.

### TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to the following terms and conditions:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property more particularly described in Exhibit A (the "Premises").

1.1 Sublease of Wyoming State Lands. Lessor also sublets to Lessee any leased lands of the State of Wyoming on which Lessor presently holds leases and which are normally utilized in connection with said Premises. Lessee agrees to faithfully observe and perform all of the duties and obligations as required by the State of Wyoming Grazing and Agricultural Lease. The Wyoming State Lands lease is more particularly described in Exhibit "A".

2. Purpose and Use. Lessee shall use the Premises for the limited purpose of grazing and related agricultural purposes, and for no other purposes without the prior written consent of Lessor.

3. Term.

3.1 Lease Term. The term of this Lease shall be five (5) years, commencing on January 1, 2015 and ending on December 31, 2019, unless earlier terminated as provided herein.

3.2 Option to Renew. At the end of the initial Lease Term identified in section 3.1 above, if Lessee has complied with and is current in the performance of all of the obligations required by this Lease as reasonably determined by Lessor, Lessee may extend the term of this Lease for an additional term of three (3) years by giving Lessor written notice of its intent to do so not less than sixty (60) days prior to the expiration date of the initial Lease Term. Rent for the extended Lease Term shall be subject to annual increases at the same rate as set forth in section 4.1 below.

4. Rent.

4.1 Annual Rent Payments. The Annual Rent Payment for year 2015 is calculated as follows: 3,781 acres / 50 acres per Animal Unit = 75.62 AUs. 75.62 x (\$7.50 per AUM x 12) = \$6,805.80 for year 2015. The AUM (Animal Unit per Month) cost shall increase by 2% per year beginning in year 2016 and extending through the term of the Agricultural Lease Agreement and, if exercised, the Option to Renew. For Lease year 2015, the Lessee shall make the lease payment within 30 days of signing the lease. Beginning on 01/01/16, and for each subsequent year of the lease term, Lessee shall make payments for the current year, payable no later than February 1 of the current year, as follows:

5 Year Lease Term

01/01/15 to 12/31/15:	\$ 6,805.80
01/01/16 to 12/31/16:	\$ 6,941.92
01/01/17 to 12/31/17:	\$ 7,080.75
01/01/18 to 12/31/18:	\$ 7,222.37
01/01/19 to 12/31/19:	\$ 7,366.82

3 Year Option to Renew

01/01/20 to 12/31/20:	\$ 7,514.15
01/01/21 to 12/31/21:	\$ 7,664.44
01/01/22 to 12/31/22:	\$ 7,817.72

4.2 Payment Address. All payments shall indicate the customer number assigned to the executed Lease (Customer No.) and be sent to:

Laurie Lindsey  
PacifiCorp – Admin Director  
610 Antler Dr.  
Casper, WY 82601

4.3 Late Payments. Lessee hereby acknowledges that payments by Lessee to Lessor of any Rent, or any other amounts or charges payable under the terms of this Lease will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if Lessee shall fail to pay any installment of Rent or any other charges when due Lessee shall pay a late charge equal to fifteen percent (10%) of the delinquent payment, payable with the late payment. The parties hereto agree that such late charge payment represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. In addition, any Rent payment which is not made within fifteen (15) days after the same is due shall bear interest at the maximum rate an individual is permitted by law to charge.

4.4 Holdover. If Lessee retains possession of the Premises or any part thereof after the expiration or termination of this Lease, Lessee shall be deemed to have a month-to-month tenancy and Lessee shall pay to Lessor a monthly installment of rent, at double the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis, for each month or partial month (without reduction for any such partial month) that Lessee remains in possession of the Premises. In addition, Lessee shall pay to Lessor all direct and consequential damages sustained by Lessee's retention of possession of the Premises. The provisions of this Section shall not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

5. Acceptance of Premises. Lessee accepts the Premises in its present condition, AS-IS, WHERE-IS and with all faults. Lessor makes no representation or warranty as to the condition of the Premises and shall not be required to perform, pay for, or be responsible for any work to ready the Premises for Lessee's occupancy or any other work whatsoever throughout the term of this Lease.

6. Water Rights. In addition to the use of the Premises, Lessee shall have the right to use all water rights, if any, appurtenant to the Premises (the "Water Rights"). Lessee agrees to maintain in good working order all ditches and water facilities used to divert water onto the Premises. Lessee shall not allow irrigation water to run uncontrolled onto the Premises or from the Premises onto land not owned or leased by Lessee. Lessee agrees to use the Water Rights for irrigation only on the Premises. On or before the 15th day of November each year, Lessee shall submit to Lessor an annual written verification of Water Rights used. Said verification shall state the dates such Water Rights were used and the amounts of water used. Lessee shall notify Lessor immediately of any use or attempted use of the Water Rights by third persons.

7. Improvements.

7.1 Written Consent. Lessee may not make any improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Premises without Lessor's prior written consent, which Lessor may approve, modify, or deny at its sole discretion. If Lessee desires to make any changes or improvements to the Premises, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement. Lessor shall have the right to

conditionally approve, modify, or deny the requested change or improvement at its sole discretion.

7.2 Workmanlike Manner. All approved improvements shall be made in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm the Premises in any manner, shall be timely cured by Lessee at Lessee's expense and in a manner satisfactory to Lessor.

7.3 Maintenance of Improvements. Lessee shall keep and maintain all fences, water ditches, irrigation systems, and other improvements (except Lessor's facilities) existing upon the Premises at the commencement of this Lease, if any, in good condition and shall perform all routine maintenance and repairs on them at Lessee's expense. Lessee shall not remove or allow any other person to remove any improvements existing at the commencement of this Lease without Lessor's prior written approval.

7.4 Removal of Improvements. All improvements made by Lessee shall be and remain the property of Lessor. Lessee shall not be entitled to any compensation for any improvements made to the Premises. If Lessor is required to dispose of improvements made by Lessee, Lessee agrees to reimburse Lessor for all costs incurred by Lessor.

8. Restrictions on the Use of the Premises.

8.1 Hazardous and Flammable Materials. Lessee shall not place, store or use any hazardous or flammable materials on the Premises, including but not limited to chemical solvents, fuels, toxic materials, rubbish piles, haystacks, or lumber products on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises. In the event of any spill or release of any hazardous or toxic materials, Lessee shall immediately report such spill to Lessor and any governmental agency with jurisdictional authority. Lessee shall also immediately clean such spill pursuant to all local laws and ordinances. Upon termination of this Lease, Lessee shall deliver the Premises to Lessor free of any material contamination by hazardous or toxic materials. Lessee covenants and agrees to protect, indemnify, and hold Lessor harmless from any and all liability, loss, costs, damage, or expense, including attorneys' fees, resulting from Lessee's failure to comply with the provisions of this paragraph. The covenants contained within this paragraph shall survive the expiration or termination this Lease.

8.2 Storage. Lessee shall not cause or permit any structure, building, automobile, or equipment to be placed, erected, or stored on the Premises without Lessor's prior written consent, nor shall Lessee, under any circumstances place any object or allow any person to come within twenty feet (20') of any power lines on the Premises. Lessee understands and acknowledges that electricity can arc between lines and persons or objects within twenty feet (20') of the lines.

8.3 Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

8.4 Notice of Damages or Theft. Lessee shall notify and give notice to Lessor of any mortality, theft, vandalism, loss, or damage to the Premises, within twenty four (24) hours of the discovery of any such event.

8.5 Condition of Premises. Lessee shall keep and maintain the Premises in a clean, prudent, and husbandlike manner at all times and in conformity with good conservation and business practices.

8.6 Chemicals and Fertilizers. Lessor and Lessee acknowledge that the use of pesticides, chemicals and fertilizers may be necessary to optimize crop production upon the Premises. It is also understood that the use of pesticides, chemicals and fertilizers could cause damage to persons, property and natural resources if improperly applied or used. Lessee shall use and/or apply insecticides, herbicides, pesticides, chemicals or fertilizers on the Premises only as necessary and in a prudent and responsible manner to minimize any potential harm or damage to the environment. Lessee shall comply in all material respects with existing federal, state and local laws, regulations and ordinances and all manufacturer's instructions and guidelines in the use or application of any insecticide, herbicide, pesticide, chemical or fertilizer on the Premises. **Lessee shall NOT apply any registered pesticides without written approval by Lessor prior to application; said written approval may or may not be granted, in Lessor's sole discretion.**

8.6.1 Annual Accounting of Chemical, Pesticide, Fertilizer application(s). Lessee shall provide an annual report of any and all chemicals, pesticides or fertilizers applied on the Premises. Report shall include, but not limited to the following: 1) Type of product applied, brand, chemical name, purpose of use, amount, date of application, and location (map). Lessee's annual report under this provision is due prior to August 31, 2016.

8.7 Off Road Travel. Use of trucks, tractors, or other large vehicles off of established roads is prohibited except for customary and routine agricultural usage and maintenance of the Premises.

8.8 Animals on Premises. In the event Lessee keeps animals or livestock on the Premises, Lessee agrees to use all diligence so as to prevent the escape of any livestock or animals, and hereby releases Lessor from any liability or claims of any kind whatsoever arising in connection with keeping animals or livestock, and conducting Lessee's activities on the Premises. Additionally, Lessee hereby agrees to indemnify and hold harmless Lessor from any third party claims arising in connection with keeping animals or livestock, and conducting its activities on the Premises. Lessee agrees to maintain any existing or approved fences on or around the Premises in good condition during the term of this Lease.

8.9 Subsidies. Lessee shall not participate in farm subsidy Direct or Counter-Cyclical Payment or similar programs or collect any federal or local government subsidies of any kind associated with Lessee's use of the Premises without the advance written consent of Lessor, which consent may be denied by Lessor in its sole discretion.

**8.10 Protection of Wildlife Habitat.** Lessee shall exercise reasonable care to promote and protect wildlife habitat upon the Premises and shall take no actions to deter use of the Premises by Wildlife, unless agreed upon by Lessor in writing.

**8.11 Soil Erosion.** Lessee will control soil erosion as completely as practicable by stripcropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form. Lessee will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

**8.12 ALCOHOL, DRUGS, FIREARMS and TOBACCO PROHIBITED.** Lessee, its employees, agents, principals, invitees and/or contractors shall not utilize, consume, or bring on to the Premises alcohol, illegal drugs, firearms or tobacco products (for the purposes of this Section, marijuana shall be considered a tobacco product if marijuana is not an illegal drug in the state in which the Premises is located).

**9. Lessor's Use of Property and Premises.** Lessor shall have the right to access the Premises at any time. Lessee shall not interfere with or obstruct access to the Property or Premises by Lessor's representatives. Lessor reserves the right to add to, change or enlarge its substation, power lines, structures and associated facilities on the Property and Premises, including such equipment and facilities of others, including but not limited to fiber optic and cable lines. Except in case of an emergency, if such changes require Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee no less than thirty (30) days' advance notice, and Lessee shall make any such changes within a reasonable period of time as designated by Lessor.

**10. No Sublet or Assignment or Lien.** Lessee may not sublet the Premises or any part thereof or assign any of its rights under this Lease without Lessor's prior written consent, in Lessor's sole discretion. Lessee shall not permit any mechanic's or materialman's lien to be filed against the Premises and in the event any such lien or claim is filed against the Premises as a result of any action or inaction by Lessee, Lessee shall immediately remove the lien through satisfaction of the claim, assertion of valid defenses, initiation and prosecution of an action requiring removal of the lien, or posting a bond in accordance with state law.

**11. Compliance with Law, Preventing Waste.** Lessee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to the use or occupation of the Premises, including environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining land owners or which may violate the law.



12. Indemnification. Lessee expressly assumes all risk in connection with its use of the Premises. Lessee shall indemnify, protect, and hold harmless Lessor and its directors, officers, employees and agents (hereinafter collectively "Lessor Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Lessor Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Lessees, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Lessee's obligations under this Lease or in any way related to this Lease or Lessee's use or occupancy of the Premises, except to the extent that such claim, demand, loss, cause of action, or costs arises from Lessor's negligence or willful misconduct.

13. Insurance. Without limiting any liabilities or any other obligations of Lessee, Lessee must procure and continuously carry, with insurers having an A.M. Best's rating of A-VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit or Lessee's use or occupancy of the Premises as follows:

13.1 Workers' Compensation. Lessee must comply with all applicable Workers' Compensation laws and furnish proof thereof satisfactory to PacifiCorp. All Workers' Compensation policies must contain provisions that the insurance companies will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the PacifiCorp and Lessee that the insurance as effected protects all Parties.

13.2 Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

13.3 Commercial General Liability. The most recently approved ISO (Insurance Services Office) policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location and/or per job basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Premises, including the following coverages:

- a) Premises and operations coverage
- b) Independent contractors' coverage
- c) Contractual liability
- d) Products and completed operations coverage
- e) Coverage for explosion, collapse and underground property damage
- f) Broad form property damage liability
- g) Personal injury liability, with contractual exclusion removed
- h) Sudden and accidental pollution liability

The above may be met with Commercial General Liability, Farm Owner's Liability, or other appropriate policy form providing required coverage.

13.4 Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

13.5 Umbrella Liability. Insurance with a minimum limit of \$2,000,000 each occurrence/aggregate where applicable to the excess of the coverages and limits required in Employers' Liability, Commercial General Liability, and Business Automobile Liability insurance referenced above. Such insurance policies must be maintained to cover any liability arising from Lessee's use of the Premises and indemnification as identified in this Permit.

13.6 Additional Insured. All policies, except for Workers' Compensation and Employers' Liability insurance, shall include the following provisions or endorsements that:

- a) name the Lessor, its officers, directors, agents, and employees as additional insured;
- b) such insurance is primary with respect to the interest of Lessor and any other insurance maintained by Lessor is excess and noncontributory insurance with the insurance required hereunder; and
- c) contain cross liability or severability of interest clause or endorsement.

13.7 No Right of Recovery or Subrogation. Unless prohibited by applicable law, all required insurance policies must contain provisions that the insurer will have no right of recovery or subrogation against Lessor, its parent, divisions, affiliates, subsidiaries companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Lessor and Lessee that the insurance as affected protects all Parties.

13.8 Certificate of Insurance. Lessee must provide Lessor a certificate of insurance evidencing its insurance coverage. The policies required herein, except Workers' Compensation and Employers' Liability, must include provisions or endorsements naming PacifiCorp, its parent, affiliates, subsidiaries, its officers, directors, agents, employees or servants as additional insured. Commercial General Liability coverage written on a "claims-made" basis, if any, must be specifically identified on the certificate.

13.9 Claims Made Basis. Commercial General Liability insurance coverage provided on a "claims-made" basis must be maintained by Permittee for a minimum period of five (5) years after the completion of this Lease and for such other length of time necessary to cover liabilities arising out of the Use.

13.10 Personal Property Insurance. Lessee may insure its personal property on the Premises in Lessee's sole discretion. In no event will Lessor be responsible for damages to Lessee's personal property, even if caused by Lessor in its exercise of reserved rights hereunder.

14. Taxes. Lessor shall pay taxes levied on the Premises and Lessee shall pay all taxes on Lessee's personal property used on the Premises.

15. Termination. This Lease may be terminated upon the happening of any of the following events:

15.1 Breach. If Lessee breaches any of its covenants or provisions herein provided, including the failure to pay rent or any other monetary sums required under this Lease, Lessor, at its option, may terminate this Lease and immediately re-enter and repossess the Premises either with or without legal process and without giving notice to quit to Lessee, which notice is expressly waived by Lessee in case of such breach.

15.2 Abandonment. In the event Lessee abandons the Premises, Lessor may, in addition to all other remedies, immediately reenter the Premises and take full possession thereof and exclude Lessee from any attempted renewed use of the Premises.

15.3 Termination by Notice. Notwithstanding any other provision in this Lease, Lessor shall have the right to terminate this Lease for any reason by giving Lessee no less than thirty (30) days' advance written notice.

16. Events Upon Expiration or Termination. Upon the expiration or termination of this Lease, Lessee shall promptly remove all of its personal property and shall surrender the Premises in good condition satisfactory to Lessor, reasonable wear and tear excepted. This obligation shall survive expiration or termination of this Lease.

17. Miscellaneous.

17.1 Notice. Wherever in this Lease notice is required, such notice shall be in writing and transmitted by United States mail, national express carrier (such as UPS or Federal Express) or by personal delivery to the following addresses, or such other address as either party may designate for that purpose:

Lessor: Ken Clark  
PacifiCorp -- Resource Development  
1407 W North Temple, Suite 210  
Salt Lake City, UT 84116

Lessee: Tillard 55  
P.O. Box 58  
Douglas, WY 82633

17.2 Titles and Captions. Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

17.3 Applicable Law. This Lease shall be construed in accordance with and governed by the laws of the State of Wyoming.

17.4 Binding Effect Upon Successors. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

17.5 Integration. This Lease constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

17.6 Waiver. No failure by any party to insist upon the strict performance of any provisions of this Lease, and the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

17.7 Rights and Remedies. The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

17.8 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof provided that the overall intent of this permit may still be implemented in the absence of such invalid provision.

17.9 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such preceding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing party.

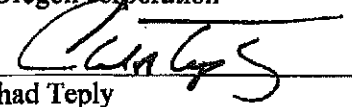
17.10 Authorization. Each individual executing this Lease represents that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Lease in the capacity and for the entity set forth where he signs and that as a result of his signature, this Lease shall be binding upon the party for which he signs.

17.11 Recordation. This Lease may not be recorded on behalf of either party.

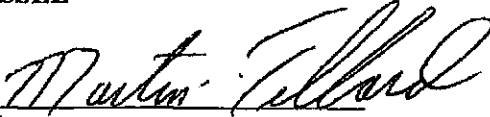
18. Waiver of Trial by Jury. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease in duplicate on the last date indicated below.

**PACIFICORP,**  
an Oregon corporation

By:   
Chad Teply  
Vice President of Resource Development  
Date: Sep. 22, 2015

**LESSEE**

By:   
Name  
Title  
Date: 9-4-15

**EXHIBIT A**  
**Converse County, Wyoming**  
**PacifiCorp Parcel ID No. WYCV-0002A**

**Deeded Land**

Township 33 North, Range 74 West, 6<sup>th</sup> P.M.

- Section 5: That portion of section 5 lying westerly of the west boundary of Lessor's coal haul road
- Section 6: That portion of section 6 lying westerly of the west boundary of Lessor's coal haul road.

Township 34 North, Range 74 West, 6<sup>th</sup> P.M.

- Section 31: That portion of section 31 lying westerly of the west boundary of Lessor's coal haul road.
- Section 32: That portion of section 32 lying westerly of the west boundary of Lessor's coal haul road.

Township 35 North, Range 75 West, 6<sup>th</sup> P.M.

- Section 3: That portion of the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  lying outside the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence and that portion lying west of County Rd 23, except the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ .
- Section 10: That portion of NE  $\frac{1}{4}$  and NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  lying outside the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence.
- Section 11: That portion of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  lying south of the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence.
- Section 13: E  $\frac{1}{2}$  E  $\frac{1}{2}$
- Section 14: NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; E  $\frac{1}{2}$  SE  $\frac{1}{4}$ .
- Section 23: E  $\frac{1}{2}$  E  $\frac{1}{2}$ .
- Section 24: SW  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ;
- Section 25: NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; N  $\frac{1}{2}$  NW  $\frac{1}{4}$ .
- Section 26: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$ .

Township 35 North, Range 75 West, 6<sup>th</sup> P.M. (east of the Dave Johnston Mine and the Glenrock Wind Farm)

- Access provided across Dave Johnston Mine controlled surface, via ridge road corridor in the W  $\frac{1}{2}$  SW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 18, the E  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 13, and the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 12, all in T35N, R75W
- Section 12: The NE  $\frac{1}{4}$  and the portion of E  $\frac{1}{2}$  NW  $\frac{1}{4}$ , the SE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  lying outside the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence.

Township 36 North, Range 75 West, 6<sup>th</sup> P.M. (west of the Dave Johnston Mine and the Glenrock Wind Farm)

- Section 9: That portion of the E  $\frac{1}{2}$  SE  $\frac{1}{4}$  lying west of County Rd 23.

- Section 21: That portion of the E ½ NW ¼ and the SW ¼ lying west of County Rd 23, except the SW ¼ SW ¼.
- Section 28: SW ¼ NW ¼; NE ¼ SW ¼; and the portions of W ½ SE ¼; E ½ NW ¼; and SW ¼ NE ¼ lying west of County Rd 23.
- Section 33: SE ¼ NW ¼; NW ¼ SE ¼; NE ¼ SW ¼; and that portion of the NE ¼ and the NE ¼ SE ¼ lying west of the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence.
- Section 34: That portion of the SW ¼ lying west of County Rd 23.

Township 36 North, Range 75 West, 6<sup>th</sup> P.M. (east of the Dave Johnston Mine and the Glenrock Wind Farm)

Access provided across the Dave Johnston Mine and the Glenrock Wind Farm controlled surface, via corridor through the SE ¼; SE ¼ NW ¼; SW ¼ NE ¼ of Section 34, T36N, R75W.

- Section 22: That portion of the NE ¼ and the SE ¼ lying east of the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence.
- Section 26: W ½ W ½; SE ¼ SW ¼; SW ¼ SE ¼
- Section 27: The E ½ lying east of the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence.
- Section 34: That portion of the NE ¼ and the N ½ SE ¼ west and south of Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence and east of Dave Johnston Mine's interior fence.
- Section 35: W ½ E ½; and the W ½; except that portion lying west of the Dave Johnston Mine's and the Glenrock Wind Farm's perimeter fence and east of Dave Johnston Mine's and the Glenrock Wind Farm's interior fence.

Containing 3,462 acres of deeded land more or less

State of Wyoming Leased Lands

Township 37 North, Range 75 West, 6<sup>th</sup> P.M.

- Section 16: All except that portion lying east of County Rd 23.

Containing 319 acres of leased state land more or less

Containing a combined total of 3,781 acres of total land more or less

The above-described Premises has not been surveyed and all distances shown are approximate. In the event of any errors or ambiguity in the description, or misunderstanding with respect to the location or extent of the Premises, PacifiCorp reserves the right to resolve the dispute or ambiguity and to designate the configuration and area in dispute on the ground. In case of disagreement, PacifiCorp's designated representative's decision shall be final. PacifiCorp reserves the right at any time to redefine or mark the Premises and to substitute or replace the legal description in this Exhibit A.