

November 12, 2015

VIA ELECTRONIC FILING

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

Attn: Filing Center

RE: UP ____—Application for an Order Authorizing the Sale of Certain Property in Salt Lake City, Utah

Enclosed for filing by PacifiCorp d/b/a Pacific Power (PacifiCorp or Company) is an application seeking approval for the proposed sale of certain property located in Salt Lake City, Utah.

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

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

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

Informal questions concerning this filing may be directed to Erin Apperson, Manager, Regulatory Affairs, at (503) 813-6642.

Sincerely,



R. Bryce Dalley
Vice President, Regulation

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UP _____

In the Matter of the Application of
PACIFICORP, d/b/a/ PACIFIC POWER
for an Order Authorizing the Sale of
Certain Property in Salt Lake City, Utah

APPLICATION OF PACIFICORP

1 Under ORS 757.480(1)(a) and in accordance with OAR 860-027-0025, PacifiCorp
2 d/b/a/ Pacific Power (PacifiCorp or Company), seeks approval from the Public Utility
3 Commission of Oregon (Commission) for the proposed sale of certain property located in
4 Salt Lake City, Utah (the Property), to the Salt Lake City Corporation (Buyer). In support of
5 this Application, PacifiCorp provides the following:

6 **I. Background**

7 The Company owns three parcels of land totaling approximately 72.75 acres in Salt
8 Lake City, Utah, of which approximately 40 acres is used by local operations for
9 transmission, distribution, and substation facilities. The substation facilities are secured by
10 fencing with electronic access gates, and are monitored by closed-circuit television (Existing
11 Facilities). The Company has received an offer from Buyer to purchase approximately one
12 (1) acre of the Property. Buyer desires to purchase portions of the Property to facilitate
13 widening and improving a road adjacent to the Property.

14 The one acre represents the fee purchase of:

- 15 • a portion of Parcel 048 (7,569 sq. ft.);
- 16 • a portion of Parcel 073 (18,521 sq. ft.); and
- 17 • a portion of Parcel 078 (23,120 sq. ft.).

18 PacifiCorp will also grant Buyer a two-year right of temporary access easement over portions
19 of Parcel 073 (12,175 sq. ft.), and portions of Parcel 078 (17,180 sq. ft.).

1 The Buyer is asking the Company to give favorable consideration to this purchase
2 request. The Buyer also has the option to pursue this fee acquisition through the process of
3 eminent domain. The Company’s use of the property will not be affected by the sale because
4 the Existing Facilities will be relocated at the expense of the Buyer. Additionally, PacifiCorp
5 will retain easements for any utility facilities located within the Salt Lake City Property.
6 Included with this Application as Attachment A is a copy of the Agreement for Sale and
7 Purchase of Real Estate by and between the Company and the Buyer. Also included as
8 Attachment B is a copy of the Temporary Access Easement granted by the Company to the
9 Buyer.

10 The Salt Lake City Property is classified as utility property (FERC account 350) and
11 is system-allocated. The transaction price, including the property sale and the temporary
12 access agreement, is \$210,878. The net book value of the Property is \$878, and the net
13 proceeds from this transaction would be approximately \$210,000. Oregon-allocated net
14 proceeds in the amount of approximately \$49,073 will flow to customers through Schedule
15 96, the property sales balancing account.

16 Furthermore, Buyer will grant PacifiCorp easements and rights-of-way over portions
17 of the conveyed property valued at \$142,848. Therefore, this transaction will not affect the
18 Company’s ability to perform its public duties.

19 **II. Compliance with OAR 860-027-0025(1) Filing Requirements**

20 **A. Address**

21 The Company’s exact name and address of its principal business office are:

22 PacifiCorp
23 825 NE Multnomah Street
24 Portland, OR 97232

25 **B. State in which incorporated; date of incorporation; other states in which**
26 **authorized to transact utility business**

1 The Company is a corporation organized and existing under and by the laws of the
2 State of Oregon. PacifiCorp's date of incorporation is August 11, 1987. The Company is
3 authorized to provide retail electric service in Oregon, California, Washington, Idaho,
4 Wyoming and Utah.

5 **C. Communications and notices**

6 All notices and communications with respect to this Application should be addressed
7 to:

PacifiCorp Oregon Dockets
825 NE Multnomah, Ste 2000
Portland, OR 97232
Email: OregonDockets@pacificorp.com

Dustin Till
Senior Counsel, Pacific Power
PacifiCorp
825 NE Multnomah, Ste 1800
Portland, OR 97232
Telephone: 503.813.6589
Facsimile: 503.813.7252
Email: dustin.till@pacificorp.com

8 In addition, the Company respectfully requests that all data requests regarding this
9 matter be addressed to:

10 By e-mail (**preferred**) datarequest@pacificorp.com

11 By regular mail Data Request Response Center
12 PacifiCorp
13 825 NE Multnomah, Suite 2000
14 Portland, OR 97232

15 Informal inquires may also be directed to Erin Apperson, Manager of Regulatory
16 Affairs, at (503) 813-6642.

17 **D. Principal officers**

<u>Name</u>	<u>Title</u>
Gregory E. Abel	Chairman of Board & Chief Executive Officer
R.Patrick Reiten	President & Chief Executive Officer, PacifiCorp Transmission
Cindy A. Crane	President & Chief Executive Officer, Rocky Mountain Power
Stefan Bird	President & Chief Executive Officer, Pacific Power
Pat Goodman	Senior Vice President & Chief Financial Officer

1 **E. Description of business; designation of territories served**

2 The Company engages in the generation, purchase, transmission, distribution and sale
3 of electric energy in Benton, Clackamas, Clatsop, Coos, Crook, Deschutes, Douglas, Gilliam,
4 Hood River, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion,
5 Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, Wallowa, Wasco, and
6 Washington Counties in Oregon. PacifiCorp also engages in the generation, purchase,
7 transmission, distribution and sale of electric energy in the states of Washington, California,
8 Idaho, Wyoming and Utah.

9 **F. Statement showing for each class and series of capital stock: brief
10 description; amount authorized; amount outstanding; amount held as
11 required securities; amount pledged; amount owned by affiliated
12 interests; amount held in any fund**

13 Not applicable. This transaction does not involve the sale of financial instruments or
14 the Company's stock.

15 **G. Statement showing for each class and series of long-term debt and notes:
16 brief description of amount authorized; amount outstanding; amount
17 held as required securities; amount pledged; amount held by affiliated
18 interests; amount in sinking and other funds**

19 Not applicable. This transaction does not involve the sale of financial instruments.

20 **H. Purpose of application; description of consideration and method of
21 arriving at amount thereof**

22 The Buyer approached the Company with an offer to purchase portions of three
23 parcels of land and acquire two access licenses. The Buyer submitted a request to purchase a
24 portion of Parcel 048 in 2013 for the purposes of a road widening project; however, the
25 transaction failed to close in 2013 due to a lack of funding for the project and change of
26 opinion from the Buyer. This purchase has now been revisited by the Buyer.

1 In August of 2014, the Buyer expressed an interest in purchasing portions of Parcels
2 073 and 078, which are adjacent to the portion of Parcel 48 the City is interested in, for the
3 purposes of a road widening project in Salt Lake City.

4 The Company files this Application to obtain Commission approval of the sale of
5 portions of Parcels 048, 073, and 078 to the Buyer. Based on information provided by a
6 broker's opinion of value, the total transaction price is \$210,878 and constitutes the
7 following values for each purchase and right of access easement:

- 8 • Parcel 048 Fee Purchase: \$34,061
- 9 • Parcel 073 Fee Purchase: \$66,675
- 10 • Parcel 078 Fee Purchase: \$92,480
- 11 • Parcel 073 Temporary Access Easement: \$6,878

12 Parcel 078 Temporary Access Easement: \$10,784The total amount of \$210,878 will be paid
13 in one payment by the Buyer to the Company upon completion of the transaction.

14 **I. Statement of facilities to be disposed of; description of present use and**
15 **proposed use; inclusion of all operating facilities of parties to the**
16 **transaction**

17 The Company will sell approximately one acre of property that is currently used to
18 support the Company's operations in Salt Lake City, Utah. The Company uses the Salt Lake
19 City Property as a location for its Existing Facilities, but has determined that the Existing
20 Facilities could be relocated on adjacent or nearby parcels owned by the Company. The City
21 would pay for all relocation costs. Additionally, certain facilities for the provision of electric
22 service cross the Salt Lake City Property. The Company will retain easements on portions the
23 Sale Lake Property to allow those facilities to remain in place. Buyer intends to use the
24 property to widen and improve the adjacent public roadway. The Company will continue to

1 use the Salt Lake City Property, through its retained easements, to operate and maintain its
2 facilities crossing the property.

3 **J. Statement by primary account of cost of the facilities and applicable**
4 **depreciation reserve**

5 The net book value (cost) included in Electric Plant in Service, FERC account 35010,
6 of the Salt Lake City Property is \$878.16.

7 **K. Required filings with other state or federal regulatory bodies**

8 This transaction does not require approvals from any other state or federal regulatory
9 bodies.

10 **L. Facts relied upon by applicant to show transaction is within the public**
11 **interest**

12 ORS 757.480 requires Commission approval for sales of property necessary and
13 useful in the performance of public service with a value in excess of \$100,000. See ORS
14 757.480(1)(a). OAR 860-027-0025(1)(l) requires that the utility show that such a proposed
15 sale is “consistent with the public interest.” The Commission has previously held that this
16 standard requires only a “no harm” showing.¹

17 The proposed transaction will not harm customers. Certain facilities owned by the
18 Company cross the affected property. However, the Buyer will grant the Company easements
19 and rights of way across the conveyed property, so the Company will continue to be able to
20 operate and maintain its facilities for the ongoing provision of safe and reliable electric
21 service to its customers.

¹ See, e.g., *In the Matter of a Legal Standard for Approval of Mergers*, Docket No. UM 1011, Order No. 01-778 (Sept. 4, 2001) (“The remainder of the statutory scheme, those statutes governing transfer, sale, affiliated interest transactions, and contracts, either expresses no standard (for instance, ORS 757.480, .485) and has been read to require a no harm standard, or contains a ‘not contrary to the public interest’ standard (ORS 757.490, .495.)”) (emphasis added); *In the Matter of the Application of PacifiCorp*, Docket No. UP 168, Order No. 00-112, at 6 (Feb. 29, 2000) (regarding the sale of the Centralia generating plant); *In the Matter of Portland General Electric*, Docket No. UP 158, Order No. 00-111, at 2 (Feb. 29, 2000) (regarding the sale of the Colstrip generating units); *In the Matter of the Application of Portland General Electric*, Docket Nos. UP 165/UP 170, Order No. 99-730, at 7 (Nov. 29, 1999) (regarding the sale of the Centralia generating plant).

1 **M. Reasons relied upon for entering into the proposed transaction; benefits**
2 **to customers**

3 Please refer to sections I. and L., and the Background Section, above.

4 **N. Amount of stock, bonds, or other securities, now owned, held or**
5 **controlled by applicant, of the utility from which stock or bonds are**
6 **proposed to be acquired**

7 Not applicable. This transaction does not involve the sale of stock or other financial
8 instruments.

9 **O. Statement of franchises held; date of expiration; facilities of transferees**

10 Not applicable. This transaction will not affect the Company's service territory.

11 **III. Compliance with OAR 860-027-0025(2) Filing Requirements**

12 **A. Exhibit A. Articles of Incorporation**

13 Not applicable. Review of the Articles of Incorporation would not advance the
14 Commission's analysis of this Application because the subject transaction involves the
15 conveyance of utility property and does not affect the Company's corporate structure or
16 governance.

17 **B. Exhibit B. Bylaws**

18 Not applicable. Review of the Company's bylaws would not advance the
19 Commission's analysis of this Application because the subject transaction involves the
20 conveyance of utility property and does not affect the Company's corporate structure or
21 governance.

22 **C. Exhibit C. Resolution of directors authorizing transaction**

23 This transaction did not require approval from the Company's board of directors.

24 **D. Exhibit D. Mortgages, trust, deeds or indentures securing obligation of**
25 **each party**

26 The majority of the Company's real property is subject to a lien under the Mortgage
27 and Deed of Trust, dated as of January 9, 1989, from PacifiCorp to The Bank of New York

1 Mellon Trust Company, N.A. (as successor to The Bank of New York Mellon) as Trustee, as
2 amended and supplemented. The Company will request for a partial release of mortgage
3 instrument for the Salt Lake City Property to record at closing.

4 **E. Exhibit E. Balance sheet showing booked amounts, adjustments to record**
5 **the proposed transaction and pro forma, with supporting fixed capital or**
6 **plant schedules in conformity with the forms in the annual report**

7 This transaction will not materially affect the Company's balance sheet.

8 **F. Exhibit F. Known contingent liabilities**

9 There are no known contingent liabilities associated with this transaction.

10 **G. Exhibit G. Comparative income statements showing recorded results of**
11 **operations, adjustments to record the proposed transaction and pro**
12 **forma, in conformity with the form in the annual report**

13 Not applicable. The transaction will not materially affect the Company's income
14 statement.

15 **H. Exhibit H. Analysis of surplus for the period covered by income**
16 **statements referred to in G**

17 Not applicable. The transaction will not materially affect the Company's income
18 statement.

19 **I. Exhibit I. Copy of contract for transaction and other written instruments**

20 Included with this Application as Attachment A is a copy of the Agreement for Sale
21 and Purchase of Real Estate by and between the Company and the Buyer. Included as
22 Attachment B is a copy of the Temporary Access Easement granted by the Company to the
23 Buyer.

24 **J. Exhibit J. Copy of each proposed journal entry to be used to record the**
25 **transaction**

26 See Attachment C for the proposed journal entries showing the required information.

1 **K. Exhibit K. Copy of each supporting schedule showing the benefits, if any,**
2 **which each applicant relies upon to support the facts required by (1)(l) of**
3 **this rule and reasons as required by (1)(m).**

4 This Application and attachments contain the necessary information to demonstrate
5 the benefits of this transaction and for the Commission to base its decision. However, the
6 Company is prepared to provide additional information as requested by the Commission.


7 **V. Prayer for Relief**

8 The Company respectfully requests a Commission order:

- 9 (a) finding that the sale of the Salt Lake City Property will not harm the
- 10 Company's customers and is consistent with the public interest; and
- 11 (b) granting other such relief as the Commission deems necessary and proper.

DATED November 12, 2015.

Respectfully submitted,


Dustin Till, OSB No. 100534
Senior Counsel
Pacific Power

ATTACHMENT A

Agreement for Sale and Purchase of Real Estate

**AGREEMENT
FOR SALE AND PURCHASE
OF REAL PROPERTY**

**RECORDED
SEP 01 2015
CITY RECORDER**

This Agreement for Sale and Purchase of Real Estate (the "Agreement") is entered into as of the ___ day of _____, 2015, by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, ("Seller") and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, 451 South State Street, P.O. Box 145460, Room 425, Salt Lake City, UT 84114 ("Buyer").

RECITALS

A. Seller owns three parcels of real property, referenced as ("Seller's Parcels"), located in the County of Salt Lake, State of Utah.

B. Buyer desires to purchase a portion of Seller's Parcels together with all improvements, appurtenances, rights, privileges and easements belonging thereto (collectively referred to herein as the "Property") as more particularly shown in Exhibit "A" attached hereto and by this reference made a part of this Agreement.

TERMS AND CONDITIONS

In consideration of the amounts to be paid and the mutual promises contained herein, the receipt and acceptance of which is hereby acknowledged, Buyer and Seller agree as follows:

**ARTICLE I
AGREEMENT TO PURCHASE AND SELL; PURCHASE PRICE**

1.1 Purchase and Sale. In accordance with the terms and conditions set forth in this Agreement Seller agrees to convey to Buyer, and Buyer agrees to purchase and take from Seller, all right, title and interest in and to the Property, together with and subject to all improvements, appurtenances, rights, privileges and easements belonging thereon, unless otherwise expressly stated in this Agreement. Any water rights associated with the Property are not included as part of this Agreement.

1.2 Purchase Price. The purchase price for the Property (the "Purchase Price") is One Hundred Ninety Three Thousand Two Hundred and Sixteen Dollars (\$193,216.00).

1.3 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller as follows:

- (a) Upon execution of this Agreement Buyer shall pay an earnest money deposit of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit"), delivered to National Title Agency of Utah, whose address is 6770 South 900 East, Suite 101, Midvale UT 84047 (the "Title Company"), to be held in its trust account and credited toward the Purchase Price on the Closing Date. The

Earnest Money Deposit shall be non-refundable except as specifically stated herein.

- (b) Buyer shall pay the balance of the Purchase Price in cash, by cashier's check or other immediately available funds on the Closing Date, as adjusted for prorations on the Closing Date as provided herein.

1.4 **Seller's Regulatory Approvals.** This Agreement is subject to Seller receiving all necessary regulatory approvals prior to Closing, hereinafter defined. In the event Seller has not received all necessary regulatory approvals prior to Closing, Seller shall have the right to extend Closing by up to ninety (90) days to allow adequate approval time by providing Buyer with written notice. In the event Closing is extended, Seller shall notify Buyer in writing when it has received the necessary approvals and Closing shall occur within ten (10) days thereafter.

ARTICLE II TITLE INSURANCE

2.1 Commitment of Title Insurance.

(a) Within ten (10) days after the date of this Agreement, Title Company shall deliver to Buyer a commitment for title insurance covering the Property (the "Commitment"), and dated on or after the date of this Agreement.

(b) Buyer shall have ten (10) days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment. If Buyer does not timely deliver written notice of objection to Seller, Buyer shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 2.1 (c) and any encumbrances or other title exceptions to which Buyer does not object in writing within the ten (10) day period set forth above shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment.

(c) If Buyer provides a written notice of objections in accordance with Section 2.1 (b), then Seller shall have the option to: (i) cure such objections at Seller's sole cost; or (ii) terminate this Agreement.

(d) Buyer's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure Buyer's objections in accordance with Section 2.1 (c) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to Buyer in connection with this Agreement or the Property and the Earnest Money Deposit shall be refunded to the Buyer.

2.2 **Delivery of Title Insurance.** Except as otherwise stated in Section 2.1, Seller shall obtain and deliver to Buyer within thirty (30) days after the Closing Date an ALTA Standard Owner's Policy of title insurance in the amount of the Purchase Price, effective as of the Closing Date and containing no exceptions other than the Permitted Exceptions and all standard exceptions to standard owner's policies.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Seller.

(a) Seller has the right, power and authority to execute, deliver and perform this Agreement.

(b) Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Seller in connection with the purchase and sale transaction described herein.

3.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Quit Claim Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement.

(b) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Buyer in connection with the purchase and sale transaction described herein.

3.3 Acknowledgment by Buyer Regarding Seller's Representations and Warranties. Except as expressly set forth in other portions of this Agreement, Buyer hereby affirms that neither Seller nor its affiliates, partners, members, officers, managers, agents, consultants, contractors, employees or attorneys have made, nor has Buyer relied upon any representation, warranty, or promise (either express or implied) with respect to the Property or any other subject matter of this Agreement including, without limitation:

(a) the general plan designation, zoning, value, use, tax status or physical condition of any part of the Property or the improvements to the Property;

(b) the flood elevations, drainage patterns and soil and subsoils composition and compaction levels and other conditions at the Property;

(c) the existence or nonexistence of any hazardous, harmful, dangerous, or toxic substance, waste, product or material (as defined or regulated by any federal, state or local law or regulation);

(d) the accuracy of any soils reports or any other plans, studies, documents, reports, or any other information regarding the Property;

- (e) the nature, physical condition or any other aspect of the Property; or
- (f) the compliance of the Property with any laws or any other federal, state or local laws, ordinances, statutes, rules or regulations (including, without limitation environmental laws).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY AGREES THAT IT WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF, AND BUYER ACCEPTS THE PROPERTY FROM THE SELLER "AS IS", 'WHERE IS", SUBJECT TO "ALL FAULTS" INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND THE ENVIRONMENTAL CONDITION OR DEFECTS THEREOF. BUYER HEREBY WAIVES ALL WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS AND THE USE OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV SELLER'S USE OF THE PROPERTY

4.1 Seller's Use of the Property Prior to Closing Date. From and after Seller's execution of this Agreement and except in the ordinary course of administering its general mortgage, Seller shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Property or engage in any contract with any party other than Buyer regarding the purchase or sale of the Property, without the prior written consent of Buyer, not to be unreasonably withheld, conditioned or delayed. Further, except as otherwise provided for herein, Seller agrees to pay, as and when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the Closing Date.

4.2 Seller's Use of the Property After the Closing Date. Seller reserves the right to continue to use those portions of the Property identified in Exhibit "B" for the purpose of owning, operating, repairing and maintaining electrical distribution and transmission lines and related facilities, including communications and other facilities, whether above or underground. On or before the Closing Date, Buyer shall grant to Seller one or more easements, in a form acceptable to Seller, which will allow for such continued use and access or future related uses and access by Seller.

ARTICLE V BUYER'S DUE DILIGENCE

5.1 Buyer's Inspection. Buyer shall have until 5:00 PM, 'Utah" time, on the date which is thirty (30) days after the execution date of this Agreement to inspect the Property (the "Due Diligence Period"). Buyer or its employees or agents may enter the Property upon twenty-four (24) hours' notice to Seller to inspect the Property and perform surveys or tests as Buyer may elect; provided, however, that such entry shall not unreasonably interfere with the activities

of Seller on the Property and Buyer shall, within a reasonable period of time, restore the Property to its original condition. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice to Seller and the Title Company in the event Buyer, in its reasonable judgment, is not satisfied with the condition of the Property and the Title Company shall return the Earnest Money Deposit to the Buyer. In the event Buyer does not timely terminate this Agreement, as set forth above, on or before the expiration of the Due Diligence Period, the Earnest Money Deposit shall become non-refundable to Buyer, and fully earned by Seller, except as set forth in Section 6.4.

5.2 **Repair Obligation and Indemnification.** Buyer, at Buyer's sole cost and expense, will promptly repair any damage to the Property resulting from, or in connection with, Buyer's entry, inspections and tests of the Property and/or exercise of rights provided in this Section 5. Buyer shall release and indemnify Seller, its officers, directors, and employees, from and against any and all liability, claims, causes of actions, loss, personal injury, including death, and property damage arising from or caused by Buyer's access or use of the Property for those purposes allowed in this Section 5.

ARTICLE VI CLOSING

6.1 **Time and Place of Closing.** The purchase and sale transaction contemplated by this Agreement shall be consummated through a closing conference (the "Closing") which shall be held at the Title Company on or before September 30, 2015, (the "Closing Date"), or at such earlier time and place as the parties may mutually agree in writing. Provided all conditions and prerequisites to the Closing set forth herein are fully met and satisfied, possession shall occur at closing.

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

(a) All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with supplemental escrow instructions, the form and content of which shall be agreed to by the parties prior to Closing.

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

(i) Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) Quit Claim Deed, in the form substantially similar to the one attached hereto as Exhibit "C", conveying the Property to Buyer, duly executed and acknowledged by Seller and in proper form generally for recording in Utah; and

(2) All other documents required to be executed by Seller pursuant to the terms of this Agreement.

(ii) Buyer shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) The balance of the purchase price to be paid as provided in Section 1.3 hereof; and

(2) Right of Way Easement, in the form substantially similar to the one attached as Exhibit "D", granting an easement to Seller, duly executed and acknowledged by Buyer and in proper form generally for recording in Utah, and

(3) All other documents required to be executed by Buyer pursuant to the terms so this Agreement.

(c) Buyer and Seller shall each deliver to the other, two executed copies of the Buyer's and Seller's Statement of Settlement setting forth all prorations, credits provided in this Agreement, disbursements of the purchase price, and expenses of the Closing.

(d) Buyer and Seller shall share equally any Closing or escrow charges of the Title Company.

6.3 Seller's Remedies. In the event this transaction fails to close due to Buyer's fault or inability to close, Seller shall be entitled to retain the Earnest Money Deposit and shall be entitled to any remedy available to law or in equity. Without limiting the generality of the foregoing, in such event Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages, or special damages.

6.4 Buyer's Remedies. In the event this transaction fails to close due to Seller's fault, Buyer shall be entitled to have the Earnest Money Deposit returned to Buyer and this Agreement shall be declared void and of no effect. Buyer shall not have any other remedies available to Seller. Without limiting the generality of the foregoing, in such event Buyer hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages, or special damages.

ARTICLE VII PRORATIONS

7.1 Prorations Between Seller and Buyer. The following prorations shall be made between Seller and Buyer as of the Closing Date:

(a) Real property taxes and assessments on the Property for the year of Closing shall be prorated between Seller and Buyer based on the number of days each owned the Property. In the event the Property constitutes some portion of a larger tract of

land, such proration shall be based upon the average of the Property as a percentage of the acreage of the entire tract. If, as of the Closing Date, the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated cannot be ascertained, then the most recent known rates, millages and assessed valuations (which amounts shall relate to the same tax year) shall be used and such most recent rates, millages, and assessed valuations shall be considered final for all purposes.

(b) Other Closing costs shall be apportioned between the parties in accordance with the normal and customary practice of commercial real estate transactions in Salt Lake County, Utah

ARTICLE VIII RELEASE, ASSUMPTION AND INDEMNITY

8.1 Buyer shall indemnify, hold harmless and defend Seller against all claims, suits, losses and damages made against or incurred by Seller relating to the condition of the Property after the Closing Date or any activity in connection with the Property which occurred after the Closing Date.

ARTICLE IX MISCELLANEOUS

9.1 Casualty.

(a) If the Property shall be damaged by any casualty prior to Closing, and the loss in value to the Property because of such casualty (the "Valuation Loss"), as estimated by Seller in Seller's sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement shall continue in full force and effect and the Closing shall occur as provided herein, without any adjustment to the Purchase Price.

(b) If the Property shall be damaged by any casualty prior to Closing, and the Valuation Loss, as estimated by Seller in Seller's sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either Seller or Buyer may elect to terminate this Agreement, by written notice to the other party given not more than ten (10) days after receipt of written notice from Seller to Buyer of Seller's estimate of the Valuation Loss, which estimate notice Seller shall give within thirty (30) days after the casualty. If neither party elects to so terminate this Agreement, then this Agreement shall continue in full force and effect and the Closing shall occur as provided herein, without any adjustment to the Purchase Price.

9.2 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the parties hereto.

9.3 Amendments. This Agreement may be amended or modified only by mutual written agreement.

9.4 **Survival.** All warranties, representations, covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and all documents delivered in connection with this Agreement and shall survive the Closing of the transactions contemplated by this Agreement and all performances in accordance with this Agreement.

9.5 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns

9.6 **Notices.** Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall be in writing, and may be personally delivered or given or made by recognized overnight courier service or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Seller: Rocky Mountain Power
Real Estate Transaction Services
1407 West North Temple Street, Suite 110
Salt Lake City, Utah 84116
Attn: Mike Wolf

With a copy to: Rocky Mountain Power
Attn: Legal Department
201 South Main Street, Suite 2300
Salt Lake City, Utah 84111

To Buyer: SALT LAKE CITY CORPORATION
Attn: Legal Department
451 South State Street, Suite 505A
Salt Lake City, UT 84114-5478

Any party may designate a different address for itself by notice similarly given. Unless provided herein, any such notice, demand or document so given shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

9.7 **Time of Essence.** Time is of the essence in the performance of each and every term, condition, and covenant of this Agreement.

9.8 **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

9.9 **Paragraph Headings.** The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

9.10 **Attorneys' Fees.** The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys' fees and costs. As used herein in the term "prevailing party" means the party entitled to recover the costs in any

suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

9.11 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or any warranty or representation under this Agreement by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

9.12. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

9.13 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a party of this Agreement by reference.

9.14 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

9.15 No Recording. Neither this Agreement nor any memorandum, summary, or other document related thereto, shall be recorded in the real property records.

9.16 Further Instruments. Each party hereto shall from time to time execute and deliver such further documents or instruments as the other party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

9.17 Confidentiality. The purchase price and terms of this Agreement are intended by both parties to be confidential. Therefore, except as required by the Utah Governmental Records Access and Management Act, Utah Code Chapter 63 G-2, or other applicable law, or directed by a court, administrative authority or required by subpoena, neither party shall disclose the purchase price or terms of this Agreement or any other non-public information related thereto.

9.18 Ethical Standards. Representation regarding ethical standards for City officers and employees and former City officers and employees. Rocky Mountain Power represents that it has not: (1) provided an illegal gift or payoff to an officer or employee of the City or a former officer or employee of the City, or his or her relative or business entity; (2) retained any person to solicit

or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of the City or a former officer or employee of the City to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

9.19 Non Appropriation of Funds. The City represents that funds are available to meet all of its financial obligations under this Agreement for the City's current fiscal year. The City presently intends to budget funds necessary to make any payments required of it by this Agreement for the entire term of the Agreement. However the City has the right to terminate this Agreement at any time after the City's current fiscal year if the City's legislative body decides not to fund payment for services hereunder, and any such termination shall not give rise to a claim for damages from the Seller based upon a default by the City under this Agreement except for services provided and received prior to the date of termination. The City shall give Seller 90 days' prior written notice of any such termination by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

SELLER:

Rocky Mountain Power, PACIFICORP,
an unincorporated division of PacifiCorp

By: Craig J. Kane

Its: President & CEO

Date Signed: 8-14-15

APPROVED AS TO FORM

Salt Lake City Attorney's Office

Date 8/25/15

Sign [Signature]

Print Katherine Lewis

RECORDED

SEP 01 2015

BUYER:

CITY RECORDER

SALT LAKE CITY CORPORATION, a municipal corporation
of the State of Utah

By: [Signature]

Its: [Signature]

Date Signed: 8/31/15

ATTEST

[Signature]
CITY RECORDER



EXHIBIT "A"

(Description of the Property)

Parcel 48

Tax Lot No. 15-07-100-002

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Northwest corner of Grantors land, said point being 669.07 feet North 89°22'32" East along the North Section line of said Section 7 and 4.64 feet South 00°37'28" East from the Northwest Corner of said Section 7; and running thence along the North boundary line of said Grantors land South 89°45'40" East 288.00 feet to the Northeast corner of Grantors land; thence along the East boundary line of said grantors land South 36°45'40" East 73.29 feet; thence North 89°06'38" West 290.51 feet to a point on the West boundary line of said Grantors land; thence along said West boundary line North 36°45'40" West 69.16 to the point of beginning.

Contains 16,381 Square Feet more or less.

Net Acquisition = (area – existing paved area)

Parcel 73

Tax Lot No. 14-01-426-001

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 1, Township 1 South, Range 2 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being 1320.03 feet North 89°40'00" West along the South Section line from the Southeast Corner of said Section 1; and running thence along the West boundary line of said Grantors land North 00°01'17" West 34.88 feet; thence South 89°49'25" East 122.88 feet; thence South 49°40'00" East 54.79 feet to a point hereafter referred to as "Point A", said point being on the South Section line of said Section 1; thence along said South line North 89°40'00" West 164.63 feet to the point of beginning.

ALSO:

Beginning at the above referenced "Point A", and running thence along the South Section line of said Section 1 51.34 feet South 89°40'00" East to the point of beginning; thence North 49°40'00" West 55.00 feet; thence South 89°49'25" East 4.70 feet; thence North 82°07'15" East 139.42 feet; thence South 88°54'30" East 172.50 feet; thence North 29°04'31" East 36.99 feet; thence South 88°54'30" East 383.16 feet to a point on the South boundary line of said Grantors land; thence

along said South boundary line the following two (2) calls; (1) South 77°59'49" West 376.17 feet; (2) North 89°40'00" West 306.48 feet to the point of beginning.

Contains 38,283 Square Feet more or less.

Net Acquisition 22,521 Square Feet.

Net Acquisition = (area -existing paved area).

Temporary Construction Easement: As shown on exhibit.

Parcel 78

Tax Lot No. 15-06-300-004

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 6, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being the Southwest Corner of said Section 6; and running thence along the West boundary line of said Grantors land North 0°37'28" West 45.01 feet; thence South 88°58'36" East 417.70 feet; thence South 86°38'44" East 263.15 feet; thence South 88°10'40" East 240.18 feet to a point on the East boundary line of said Grantors land; thence South 0°37'28" East 4.49 feet to the Southeast corner of said Grantor's land; thence along the South Section line of said Section 6 South 89°22'32" West 920.00 feet to the point of beginning.

Contains 24,860 Square Feet more or less.

Net Acquisition 23,120 Square Feet.

Net Acquisition = (area- existing paved area)

Temporary Construction Easement: As shown on exhibit.

EXHIBIT "B"

Description of Seller's Retained Easement

Parcel 48

Tax Lot No. 15-07-100-002

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Northwest corner of Grantors land, said point being 669.07 feet North 89°22'32" East along the North Section line of said Section 7 and 4.64 feet South 00°37'28" East from the Northwest Corner of said Section 7; and running thence along the North boundary line of said Grantors land South 89°45'40" East 288.00 feet to the Northeast corner of Grantors land; thence along the East boundary line of said grantors land South 36°45'40" East 73.29 feet; thence North 89°06'38" West 290.51 feet to a point on the West boundary line of said Grantors land; thence along said West boundary line North 36°45'40" West 69.16 to the point of beginning.

Contains 16,381 Square Feet more or less.

Net Acquisition = (area – existing paved area)

Parcel 73

Tax Lot No. 14-01-426-001

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 1, Township 1 South, Range 2 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being 1320.03 feet North 89°40'00" West along the South Section line from the Southeast Corner of said Section 1; and running thence along the West boundary line of said Grantors land North 00°01'17" West 34.88 feet; thence South 89°49'25" East 122.88 feet; thence South 49°40'00" East 54.79 feet to a point hereafter referred to as "Point A", said point being on the South Section line of said Section 1; thence along said South line North 89°40'00" West 164.63 feet to the point of beginning.

ALSO:

Beginning at the above referenced "Point A", and running thence along the South Section line of said Section 1 51.34 feet South 89°40'00" East to the point of beginning; thence North 49°40'00" West 55.00 feet; thence South 89°49'25" East 4.70 feet; thence North 82°07'15" East 139.42 feet; thence South 88°54'30" East 172.50 feet; thence North 29°04'31" East 36.99 feet; thence South 88°54'30" East 383.16 feet to a point on the South boundary line of said Grantors land; thence

along said South boundary line the following two (2) calls; (1) South 77°59'49" West 376.17 feet; (2) North 89°40'00" West 306.48 feet to the point of beginning.

Contains 38,283 Square Feet more or less.

Net Acquisition 22,521 Square Feet.

Net Acquisition = (area -existing paved area)

Temporary Construction Easement: As shown on exhibit.

Parcel 78

Tax Lot No. 15-06-300-004

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 6, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being the Southwest Corner of said Section 6; and running thence along the West boundary line of said Grantors land North 0°37'28" West 45.01 feet; thence South 88°58'36" East 417.70 feet; thence South 86°38'44" East 263.15 feet; thence South 88°10'40" East 240.18 feet to a point on the East boundary line of said Grantors land; thence South 0°37'28" East 4.49 feet to the Southeast corner of said Grantor's land; thence along the South Section line of said Section 6 South 89°22'32" West 920.00 feet to the point of beginning.

Contains 24,860 Square Feet more or less.

Net Acquisition 23,120 Square Feet.

Net Acquisition = (area- existing paved area)

Temporary Construction Easement: As shown on exhibit.

EXHIBIT "C"

Form of Quit Claim Deed

See attached Deed

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Property Management Department
Attn: Lisa Louder/ Mike Wolf
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0330, 0337
File No. 45162, 48078

County Parcel No. 15-06-300-004
15-07-100-002
14-01-426-001

15-06-300-004

QUITCLAIM DEED

Rocky Mountain Power, an unincorporated division of PacifiCorp, GRANTOR, successor in interest to Utah Power & Light Company, hereby QUITCLAIMS, without warranty of any kind, to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof; in Salt Lake County, State of Utah, to-wit:

Parcel 48
Tax Lot No. 15-07-100-002

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Northwest corner of Grantors land, said point being 669.07 feet North 89°22'32" East along the North Section line of said Section 7 and 4.64 feet South 00°37'28" East from the Northwest Corner of said Section 7; and running thence along the North boundary line of said Grantors land South 89°45'40" East 288.00 feet to the Northeast corner of Grantors land; thence along the East boundary line of said grantors land South 36°45'40" East 73.29 feet; thence North 89°06'38" West 290.51 feet to a point on the West boundary line of said Grantors land; thence along said West boundary line North 36°45'40" West 69.16 to the point of beginning.

Contains 16,381 Square Feet more or less.
Net Acquisition = (area – existing paved area)

Parcel 73
Tax Lot No. 14-01-426-001

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 1, Township 1 South, Range 2 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being 1320.03 feet North 89°40'00" West along the South Section line from the Southeast Corner of said Section 1; and running thence along the West boundary line of said Grantors land North 00°01'17" West 34.88 feet; thence South 89°49'25" East 122.88 feet; thence South 49°40'00" East 54.79 feet to a point hereafter referred to as "Point A", said point being on the South Section line of said Section 1; thence along said South line North 89°40'00" West 164.63 feet to the point of beginning.

ALSO:

Beginning at the above referenced "Point A", and running thence along the South Section line of said Section 1 51.34 feet South 89°40'00" East to the point of beginning; thence North 49°40'00" West 55.00 feet; thence South 89°49'25" East 4.70 feet; thence North 82°07'15" East 139.42 feet; thence South 88°54'30" East 172.50 feet; thence North 29°04'31" East 36.99 feet; thence South 88°54'30" East 383.16 feet to a point on the South boundary line of said Grantors land; thence along said South boundary line the following two (2) calls; (1) South 77°59'49" West 376.17 feet; (2) North 89°40'00" West 306.48 feet to the point of beginning.

Contains 38,283 Square Feet more or less.
Net Acquisition 22,521 Square Feet.
Net Acquisition = (area -existing paved area)
Temporary Construction Easement: As shown on exhibit.

Parcel 78
Tax Lot No. 15-06-300-004

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 6, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being the Southwest Corner of said Section 6; and running thence along the West boundary line of said Grantors land North 0°37'28" West 45.01 feet; thence South 88°58'36" East 417.70 feet; thence South 86°38'44" East 263.15 feet; thence South 88°10'40" East 240.18 feet to a point on the East boundary line of said Grantors land; thence South 0°37'28" East 4.49 feet to the Southeast corner of said Grantor's land; thence along the South Section line of said Section 6 South 89°22'32" West 920.00 feet to the point of beginning.

Contains 24,860 Square Feet more or less.
Net Acquisition 23,120 Square Feet.
Net Acquisition = (area- existing paved area)
Temporary Construction Easement: As shown on exhibit.

Said property shall be subject to (i) all easements, covenants, restrictions, rights of way, third party rights of use, and other encumbrances of any kind, whether or not same are of record, (ii) all matters an accurate survey and/or inspection of the above described land would show or disclose, (iii) all applicable zoning, use and other laws, rules, and regulations, (iv) all property taxes and other applicable assessments, and (v) all other matters of any kind enforceable at law or in equity.

Grantee shall obtain written approval from Grantor prior to the construction of any lighting structures and/or traffic signals (the "Structures") within the property described herein. Grantee's Structures must comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this ____ day of _____, A.D., 2015

Rocky Mountain Power, an unincorporated division
of PacifiCorp, Successor in Interest to Utah Power
& Light Company

By: Cindy A. Crane
Its: President

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

On the ____ day of _____, 2015, personally appeared before me Cindy A. Crane, who being by me duly sworn, did say that she is the President of Rocky Mountain Power, an unincorporated division of PacifiCorp, Successor in Interest of Utah Power & Light Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said President acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

Page 1 of 3

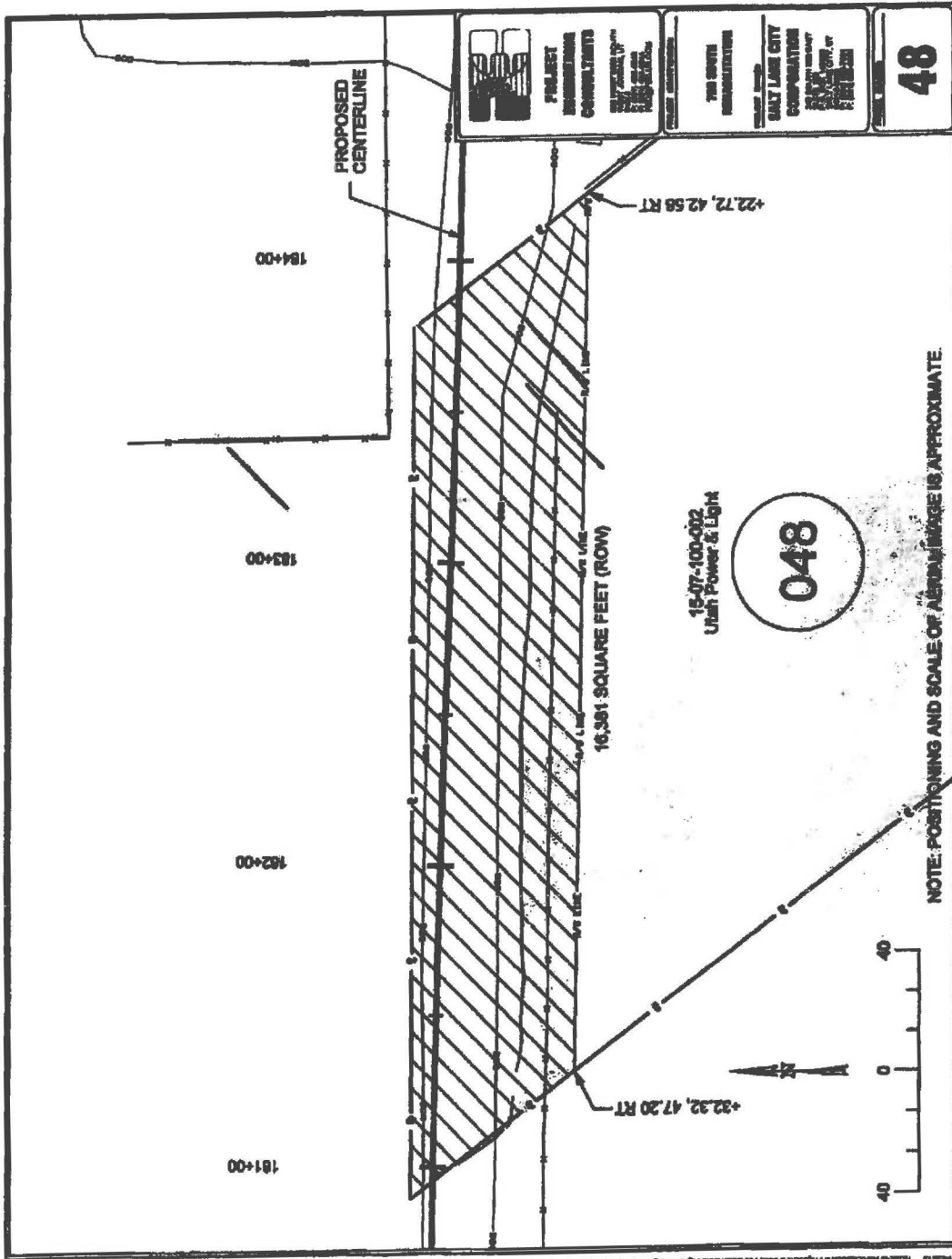


EXHIBIT "A"

Page 2 of 3

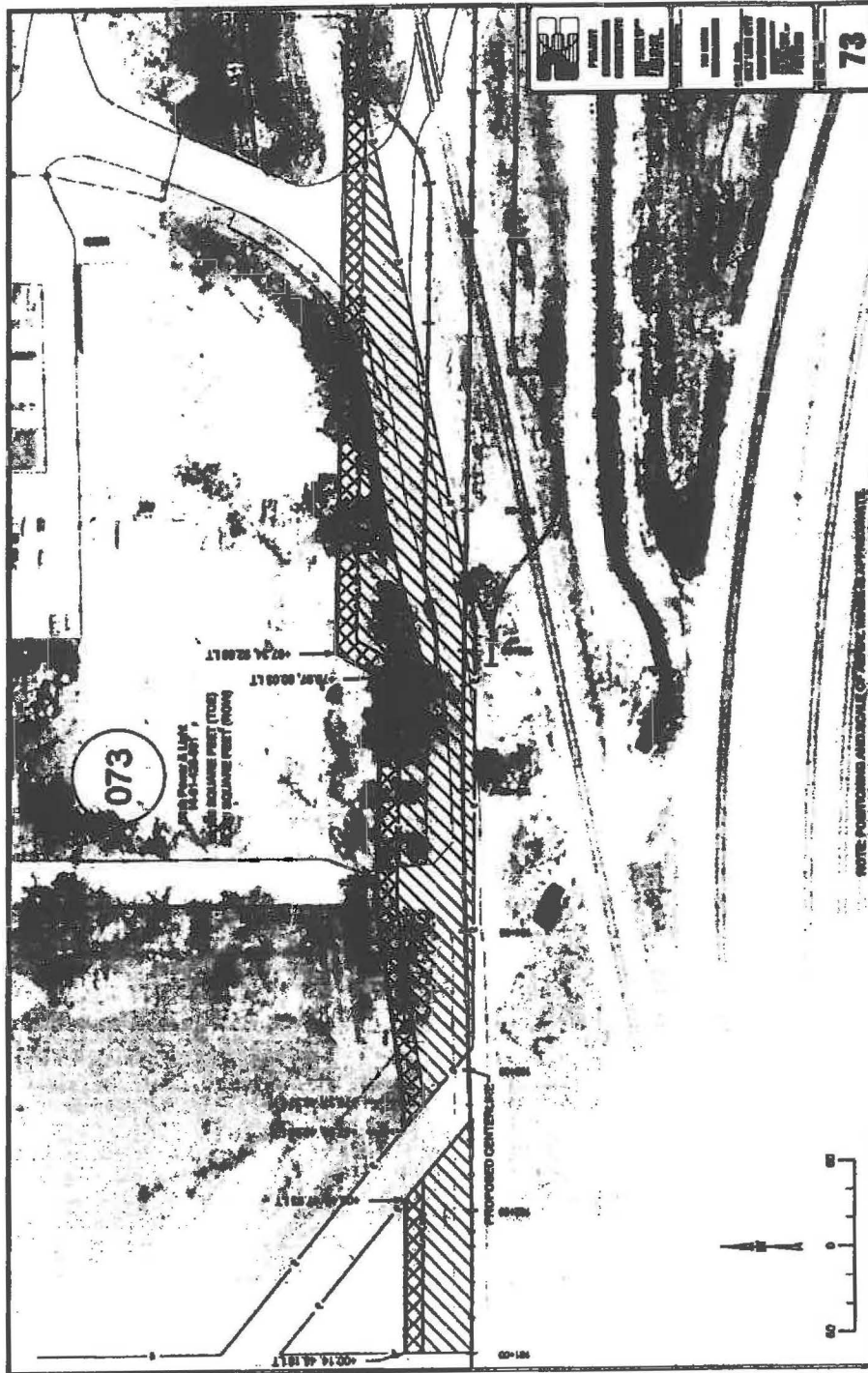


EXHIBIT "A"

Page 3 of 3

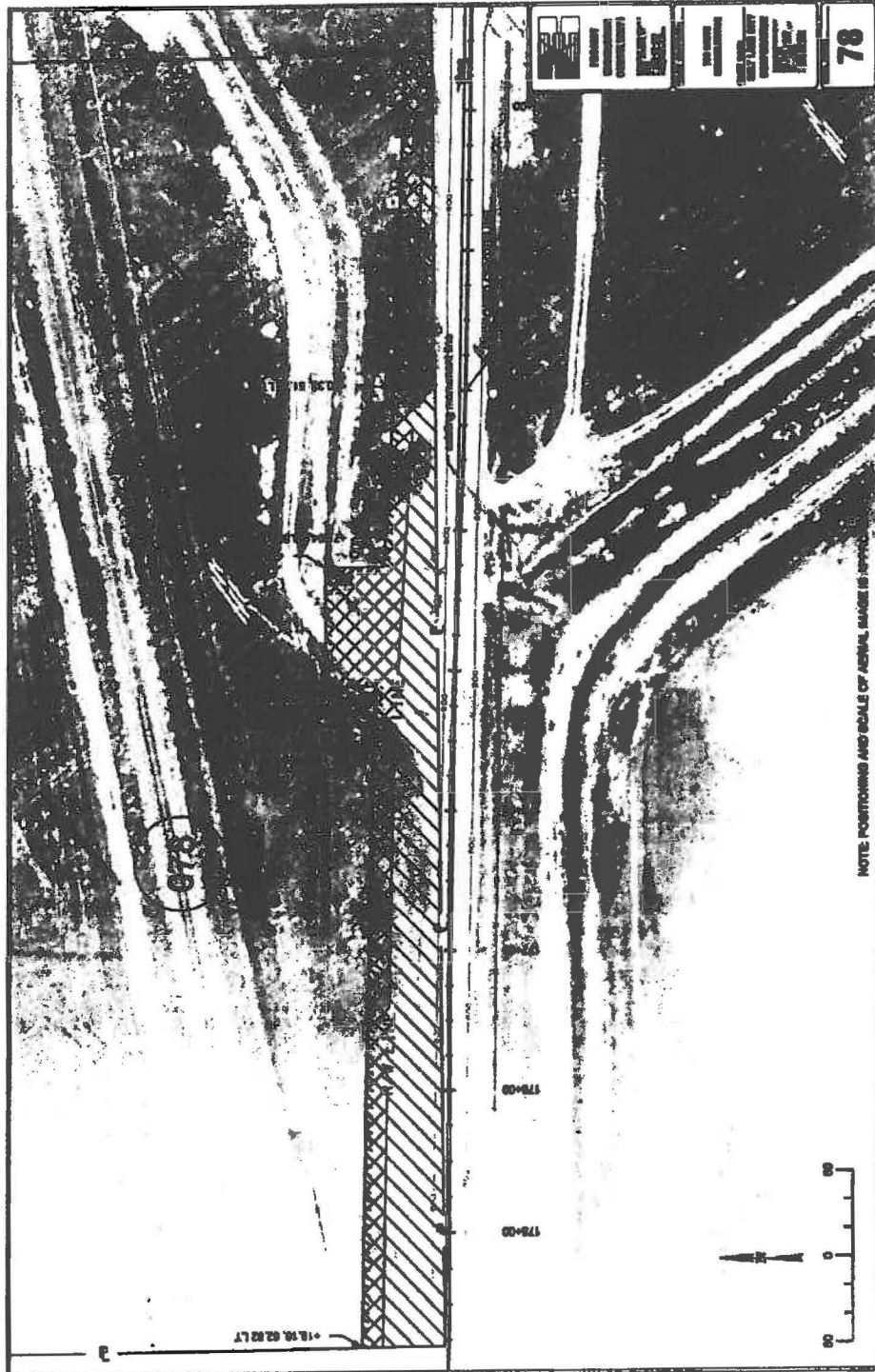


EXHIBIT "D"

Form of Right of Way Easement

See attached Easement

Return to:
Rocky Mountain Power
Lisa Louder/Mike Wolf
1407 West North Temple Ste. 110
Salt Lake City, UT 84116
Project Name: 700 South Rehabilitation Phase III Project
WO#: N/A
RW#: N/A

RIGHT OF WAY EASEMENT

For value received, SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit "A", Pages 1, 2, & 3, attached hereto and by this reference made a part hereof:

Parcel 48
Tax Lot No. 15-07-100-002

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Northwest corner of Grantors land, said point being 669.07 feet North 89°22'32" East along the North Section line of said Section 7 and 4.64 feet South 00°37'28" East from the Northwest Corner of said Section 7; and running thence along the North boundary line of said Grantors land South 89°45'40" East 288.00 feet to the Northeast corner of Grantors land; thence along the East boundary line of said grantors land South 36°45'40" East 73.29 feet; thence North 89°06'38" West 290.51 feet to a point on the West boundary line of said Grantors land; thence along said West boundary line North 36°45'40" West 69.16 to the point of beginning.

Contains 16,381 Square Feet more or less.
Net Acquisition = (area – existing paved area)

Parcel 73

Tax Lot No. 14-01-426-001

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 1, Township 1 South, Range 2 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being 1320.03 feet North 89°40'00" West along the South Section line from the Southeast Corner of said Section 1; and running thence along the West boundary line of said Grantors land North 00°01'17" West 34.88 feet; thence South 89°49'25" East 122.88 feet; thence South 49°40'00" East 54.79 feet to a point hereafter referred to as "Point A", said point being on the South Section line of said Section 1; thence along said South line North 89°40'00" West 164.63 feet to the point of beginning.

ALSO:

Beginning at the above referenced "Point A", and running thence along the South Section line of said Section 1 51.34 feet South 89°40'00" East to the point of beginning; thence North 49°40'00" West 55.00 feet; thence South 89°49'25" East 4.70 feet; thence North 82°07'15" East 139.42 feet; thence South 88°54'30" East 172.50 feet; thence North 29°04'31" East 36.99 feet; thence South 88°54'30" East 383.16 feet to a point on the South boundary line of said Grantors land; thence along said South boundary line the following two (2) calls; (1) South 77°59'49" West 376.17 feet; (2) North 89°40'00" West 306.48 feet to the point of beginning.

Contains 38,283 Square Feet more or less.

Net Acquisition 22,521 Square Feet.

Net Acquisition = (area -existing paved area)

Temporary Construction Easement: As shown on exhibit.

Parcel 78

Tax Lot No. 15-06-300-004

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 6, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being the Southwest Corner of said Section 6; and running thence along the West boundary line of said Grantors land North 0°37'28" West 45.01 feet; thence South 88°58'36" East 417.70 feet; thence South 86°38'44" East 263.15 feet; thence South 88°10'40" East 240.18 feet to a point on the East boundary line of said Grantors land; thence South 0°37'28" East 4.49 feet to the Southeast corner of said Grantor's

land; thence along the South Section line of said Section 6 South 89°22'32" West 920.00 feet to the point of beginning.

Contains 24,860 Square Feet more or less.
Net Acquisition 23,120 Square Feet.
Net Acquisition = (area- existing paved area)
Temporary Construction Easement: As shown on exhibit.

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

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

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

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

Dated this _____ day of _____, 2015.

GRANTOR

GRANTEE

STATE OF _____)
) ss.
County of _____)

The foregoing right-of-way easement was acknowledged before me this ___ day of _____, 2015, by _____, the _____ of Salt Lake City Corporation a Utah municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notary Signature)

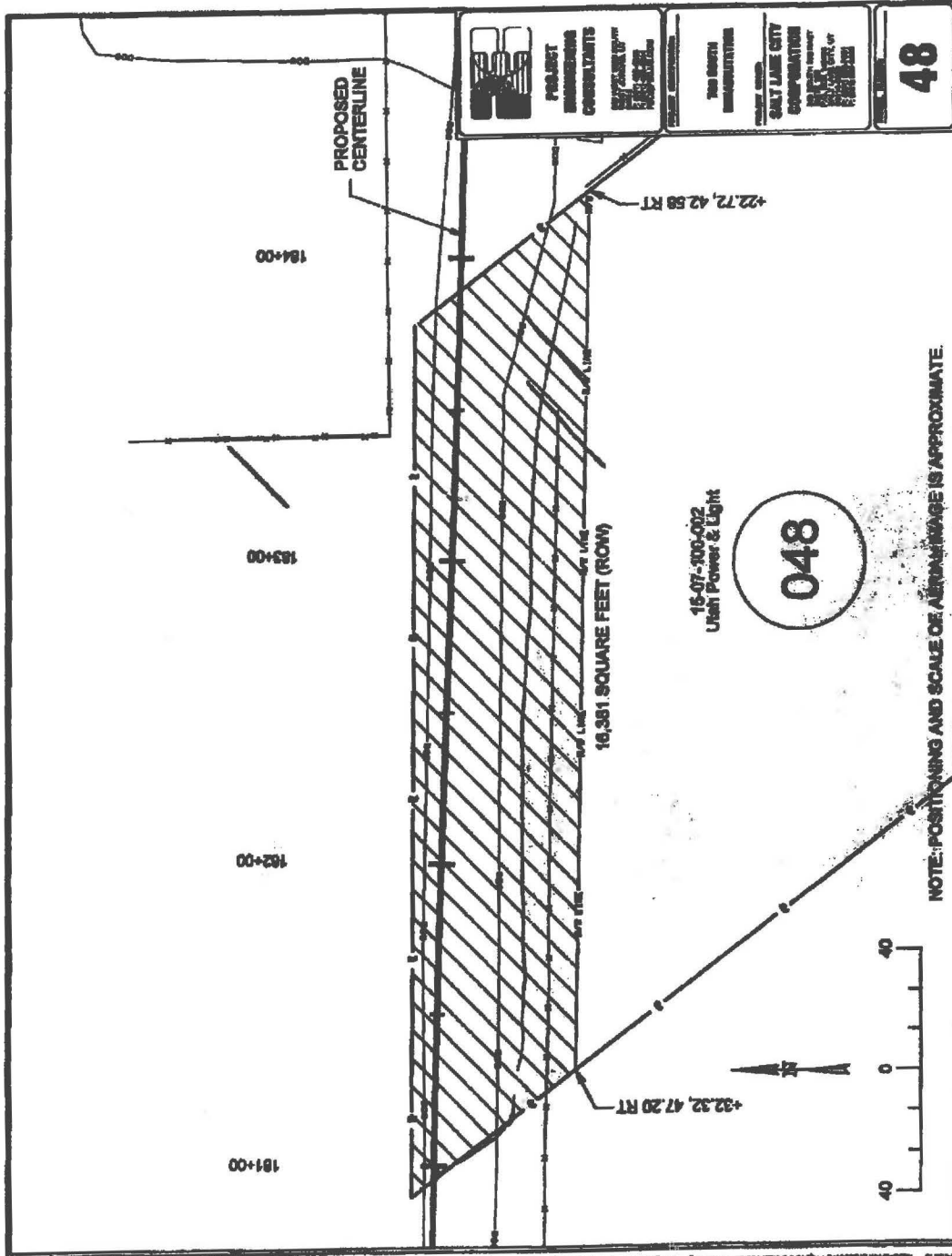
NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

EXHIBIT "A"

Page 1 of 3



PROJECT: 15-07-303-002 - UTILITY PROJECTS AND THE MODIFICATION OF EXISTING ROADWAYS AND UTILITIES

EXHIBIT "A"

Page 2 of 3

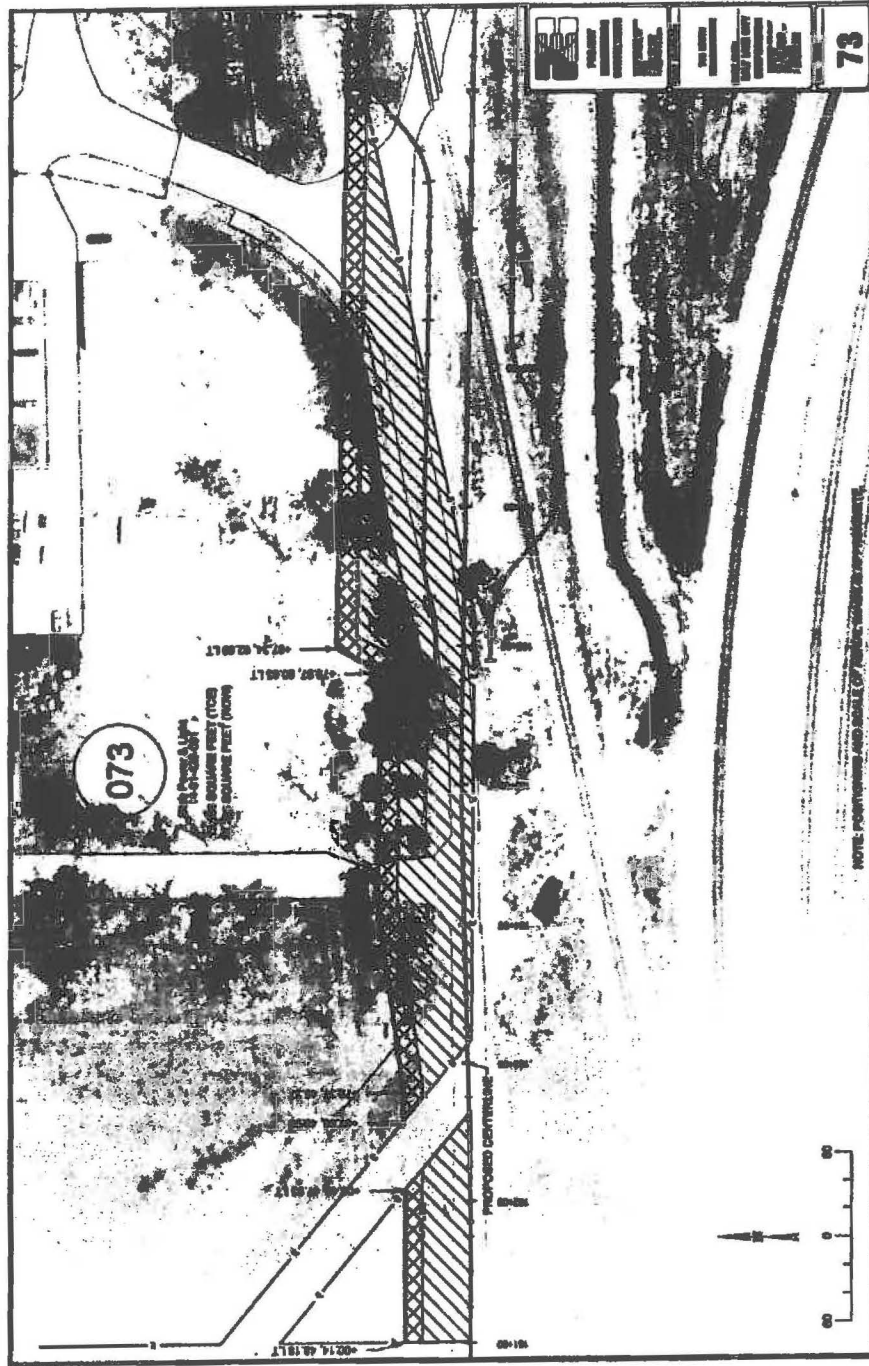
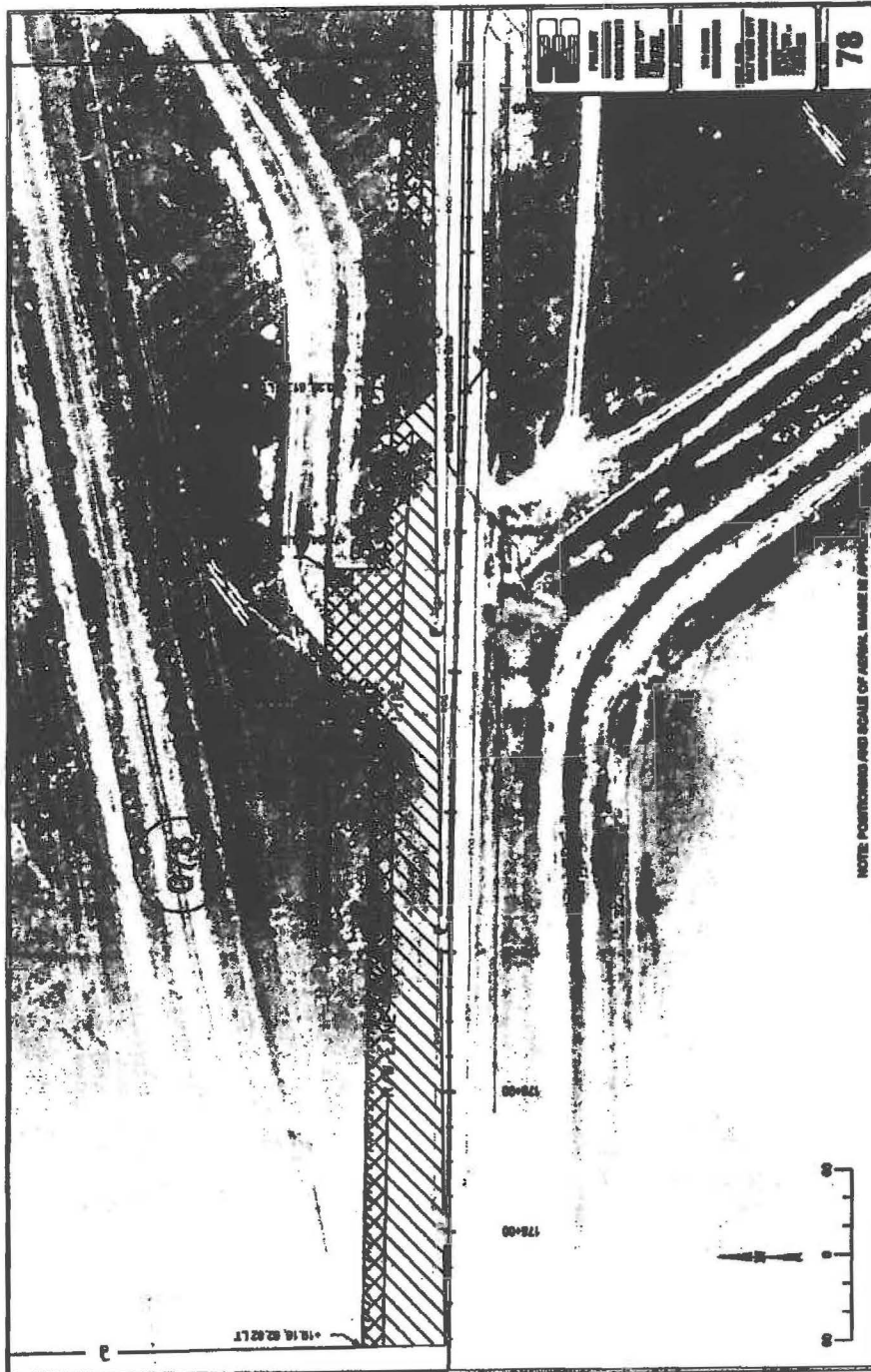


EXHIBIT "A"

Page 3 of 3



ATTACHMENT B
Temporary Access Easement

RECORDED

SEP 01 2015

CITY RECORDER

PARCEL ID NO(s): 15-06-300-004, 14-01-426-001, and 15-07-100-002

TEMPORARY ACCESS LICENSE

For valuable consideration in the amount of Seventeen Thousand Six Hundred and Sixty Two Dollars (\$17,662), the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement for Sale and Purchase of Real Property (the "Purchase Agreement") between Grantor and Grantee dated _____, 2015, ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, the owner of the above identified parcels or the designated representative thereof ("Grantor"), hereby grants to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("Grantee"), and its designated contractors and agents, a temporary access license to survey, design, and construct that segment of the 700 South Rehabilitation Project located on Grantor's property as more particularly described herein and shown in Exhibits "A", "B", and "C", attached hereto and by this reference made a part hereof (the "License Area"), upon the following described real property (the "Property") owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Parcel 48

Tax Lot No. 15-07-100-002

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Northwest Quarter of the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Northwest corner of Grantors land, said point being 669.07 feet North 89°22'32" East along the North Section line of said Section 7 and 4.64 feet South 00°37'28" East from the Northwest Corner of said Section 7; and running thence along the North boundary line of said Grantors land South 89°45'40" East 288.00 feet to the Northeast corner of Grantors land; thence along the East boundary line of said grantors land South 36°45'40" East 73.29 feet; thence North 89°06'38" West 290.51 feet to a point on the West boundary line of said Grantors land; thence along said West boundary line North 36°45'40" West 69.16 to the point of beginning.

Contains 16,381 Square Feet more or less.

Temporary Construction Easement: As shown on exhibit.

Parcel 73

Tax Lot No. 14-01-426-001

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 1, Township 1 South, Range 2 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being 1320.03 feet North 89°40'00" West along the South Section line from the Southeast Corner of said Section 1; and

running thence along the West boundary line of said Grantors land North 00°01'17" West 34.88 feet; thence South 89°49'25" East 122.88 feet; thence South 49°40'00" East 54.79 feet to a point hereafter referred to as "Point A", said point being on the South Section line of said Section 1; thence along said South line North 89°40'00" West 164.63 feet to the point of beginning.

ALSO:

Beginning at the above referenced "Point A", and running thence along the South Section line of said Section 1 51.34 feet South 89°40'00" East to the point of beginning; thence North 49°40'00" West 55.00 feet; thence South 89°49'25" East 4.70 feet; thence North 82°07'15" East 139.42 feet; thence South 88°54'30" East 172.50 feet; thence North 29°04'31" East 36.99 feet; thence South 88°54'30" East 383.16 feet to a point on the South boundary line of said Grantors land; thence along said South boundary line the following two (2) calls; (1) South 77°59'49" West 376.17 feet; (2) North 89°40'00" West 306.48 feet to the point of beginning.

Contains 38,283 Square Feet more or less.

Temporary Construction Easement: As shown on exhibit.

Parcel 78

Tax Lot No. 15-06-300-004

A parcel of land in fee for the widening and reconstruction of a public road known as 700 South, being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 6, Township 1 South, Range 1 West, Salt Lake Meridian. The boundaries of said parcel are described as follows:

Beginning at the Southwest corner of Grantors land, said point being the Southwest Corner of said Section 6; and running thence along the West boundary line of said Grantors land North 0°37'28" West 45.01 feet; thence South 88°58'36" East 417.70 feet; thence South 86°38'44" East 263.15 feet; thence South 88°10'40" East 240.18 feet to a point on the East boundary line of said Grantors land; thence South 0°37'28" East 4.49 feet to the Southeast corner of said Grantor's land; thence along the South Section line of said Section 6 South 89°22'32" West 920.00 feet to the point of beginning.

Contains 24,860 Square Feet more or less.

Temporary Construction Easement: As shown on exhibit.

This temporary access license will be effective upon the date last executed below (the "Effective Date") and will continue for a two (2) year period, unless the construction contemplated hereunder is completed prior thereto, in which case this temporary access license will expire of its own terms upon completion of construction.

Grantor's Regulatory Approvals. The Purchase Agreement is subject to Grantor receiving all necessary regulatory approvals to convey the property prior to Closing. Grantee accepts this temporary access license with the condition that any improvements constructed on Grantor's Property by Grantee, its designated contractors and/or agents will be removed and the Property restored to its original condition within a reasonable time after receiving written notice

by Grantor should Grantor fail to obtain the necessary regulatory approvals for the sale of the property. Grantor grants this temporary access license with the understanding that Grantee has the right under Utah Law, Title 78B Chapter 6, and Section 501 to pursue acquisition of the Property through the process of eminent domain should Grantor fail in its effort to obtain the necessary regulatory approvals.

This License is non-transferable and shall automatically terminate if Grantee attempts to sell, exchange, transfer or convey its interest granted herein.

Grantee shall adhere to the requirements of the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the Occupational Safety and Health Act ("OSHA"), and the Utah High Voltage Act Safety Clearance Standards, all of which are incorporated by reference, any governing authority having jurisdiction over the subject matter, and any other safety requirements Grantor may require. Where differences in specifications may exist, the more stringent shall apply. All requirements of the NESC referred to in this temporary access license shall mean the current edition of such code and shall include any additional requirements of any applicable federal, state, county or municipal code or regulatory agency. The safety and security of the work site shall be the sole responsibility of the Grantee.

Grantee shall, at its own expense, promptly repair any damage to the License Area or adjacent lands to Grantor's satisfaction caused by Grantee's use of the License Area, including replacing topsoil, grading and reseeding. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

Grantor makes no representations or warranties as to the state of the Property or any conditions existing thereon; Grantee accepts the condition of the Property as-is, with all faults, and shall use the Property at its own risk. Grantee agrees to repair any damage to Grantor's property or equipment that is caused by the City's activities performed pursuant to this License Agreement.

Insurance. Grantee is self-insured for liability claims including general, auto, workers' compensation, and employer's liability. Grantee, through the Salt Lake City Mayor, processes and directly pays claims validly filed in accordance with the following provisions if Utah State law: The Utah Governmental Immunity Act, UTAH CODE ANN. §§ 63G-7-101 to -904 (2014); and the Utah Workers Compensation Act, UTAH CODE ANN. §§ 34A-2-101 to -1005 (2014). The self-insurance program provides protection for all Grantee's operations and locations. Grantee shall maintain self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law. Grantee does not waive any defenses or limits of liability available under the Governmental Immunity Act of Utah and other applicable law.

Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Ethical Standards. Representation regarding ethical standards for City officers and employees and former City officers and employees. Grantorr represents that it has not: (1) provided an illegal gift or payoff to an officer or employee of the City or a former officer or employee of the City, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees of bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of the City or a former officer or employee of the City to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Nonappropriation of Funds. The City represents that funds are available to meet all of its financial obligations under this temporary access license for the City's current fiscal year. The City presently intends to budget funds necessary to make any payments required of it by this temporary access license for the entire term of the Agreement. However the City has the right to terminate this temporary access license at any time after the City's current fiscal year if the City's legislative body decides not to fund payment for services hereunder, and any such termination shall not give rise to a claim for damages from the Grantor based upon a default by the City under this temporary access license except for services provided and received prior to the date of termination. The City shall give the Grantor 90 days' prior written notice of any such termination by the City. In the event the City terminates this access license after performing some or all of the improvements, the City shall restore the property to the condition it was in prior to work being performed.

Compliance by Agents and Contractors. The terms of this temporary access shall be binding upon Grantee and its officers, employees, contractors and agents, and Grantee shall ensure such parties' compliance with the terms of this temporary access license.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Temporary Access License to be effective as of the last party's execution.

GRANTOR:

GRANTEE:

Rocky Mountain Power,
unincorporated division of PacifiCorp

SALT LAKE CITY CORPORATION, a
municipal corporation of the State of Utah

By *Doug Bennion*

By *Ralph Becker*

Print Name: _____
Douglas N. Bennion,
Vice President of Engineering & Asset Mgmt.

Print Name: Ralph Becker
Mayor or Designee

Date: 7.31.15

Date: 8/31/15

Attest and Countersign:

Approved as to Form
Salt Lake City Attorney's Office

Staci Wassel
City Recorder

Katherine N. Lewis
Katherine N. Lewis

RECORDED

SEP 01 2015

CITY RECORDER



8/25/15
Date

Director Real Estate Services

Date: _____ Date: _____

EXHIBIT "A"

Parcel 48

Tax Lot No. 15-07-100-002

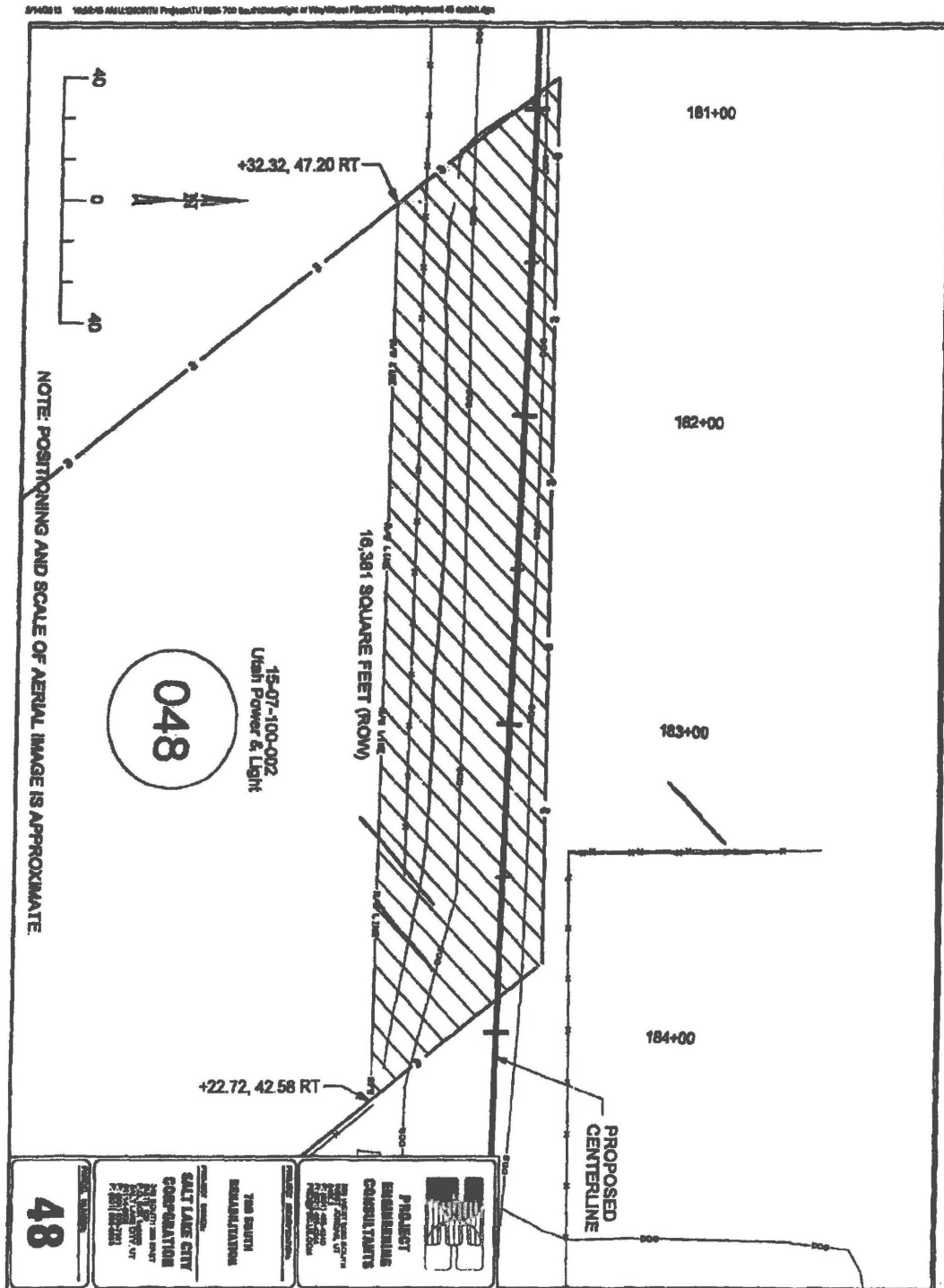


EXHIBIT "B"

Parcel 73

Tax Lot No. 14-01-426-001

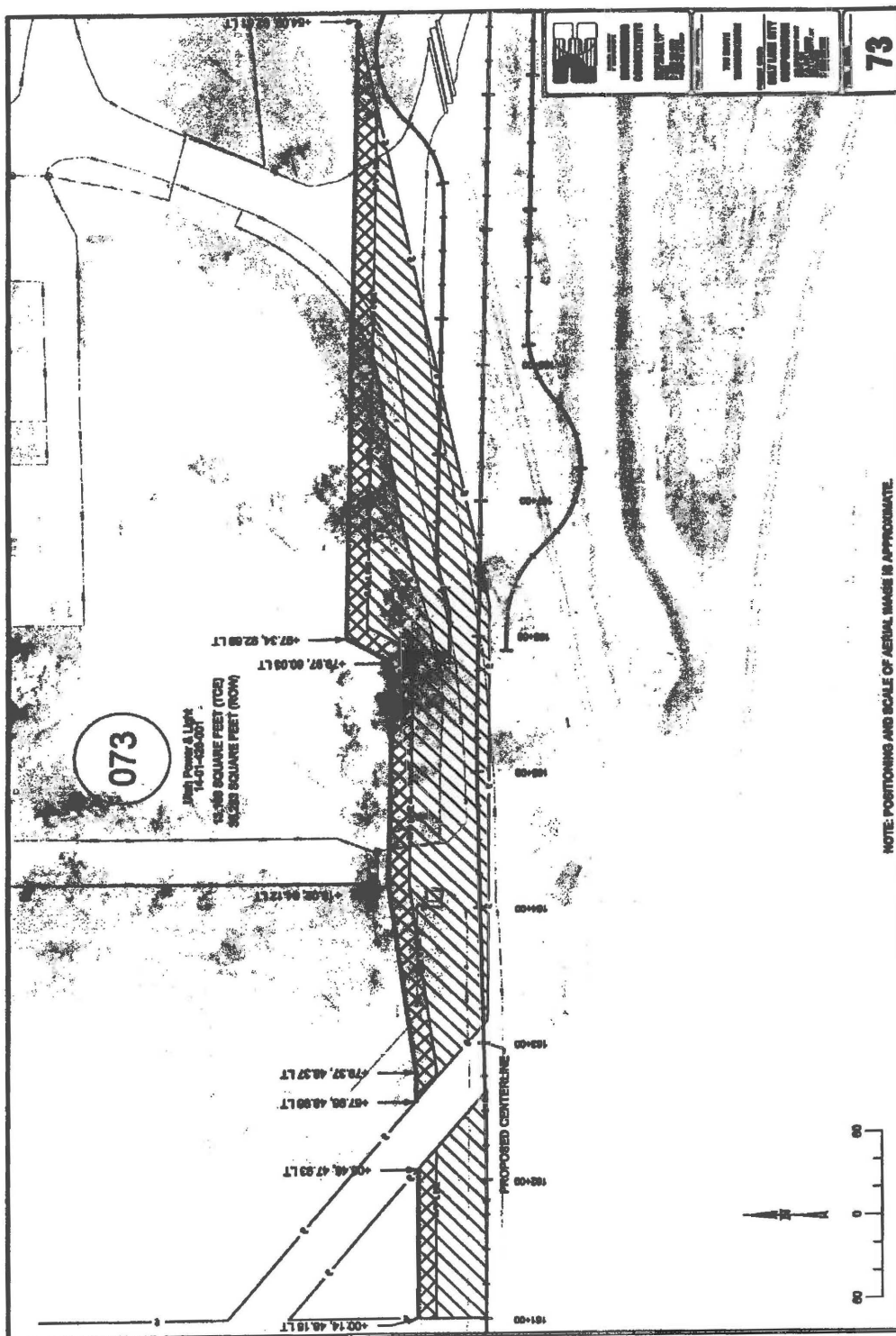
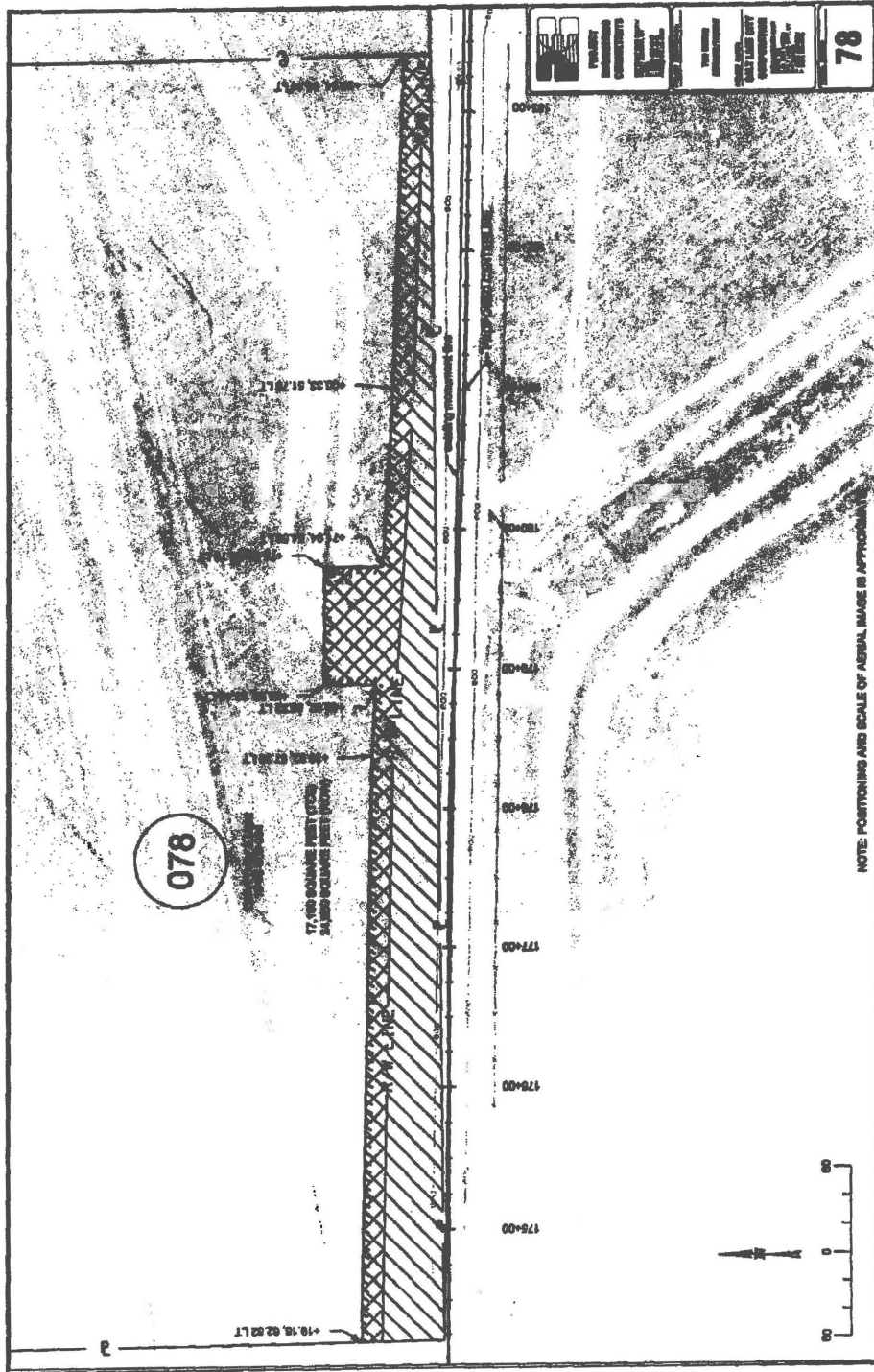


EXHIBIT "C"

Parcel 78

Tax Lot No. 15-06-300-004



Salt Lake City Corporation Contract Activation

Contract Nbr: 06 1 16 8266 Status: A City Wide: N

Title: ROCKY MOUNTAIN POWER

Vendor 05870 ROCKY MOUNTAIN POWER

Dept Contact: SHELLIE SEPULVEDA

Starts: 8/19/2015 Ends: _____

Term: _____ Units: _____

Limit: _____ \$0.00

Contract Activation was successful.

Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

August 19, 2015

Contract Number: 06-1-16-8266	Project:	RECORDED SEP 01 2015 CITY RECORDER
Contractor: 05870 ROCKY MOUNTAIN POWER		
Contract Title: ROCKY MOUNTAIN POWER		
Monitor: SHELLIE SEPULVEDA		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
	<p>I certify that funds are available.</p> <p>OR</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system.</p> <p>Funding Source: <u>84-12001-2760</u> Accounting Signature: <u>Loamp Buz</u> Date: <u>8/20/15</u></p> <p>Dept: _____ Cost Center: _____ Object Code: _____ \$ <u>17,1662</u></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ <u>17,1662</u></p>

RECEIVED	CITY ATTORNEY'S OFFICE - Final Approval
<p>Blank</p> <p>AUG 21</p> <p>For</p> <p>Salt Lake City Attorney</p> <p>Date Stamp</p>	<p>Attorney: <u>Katie Lewis</u></p> <p>Insurance Required: <input checked="" type="checkbox"/> N</p> <p>Perf Bond Required: <input type="checkbox"/> N</p> <p>Pmt Bond Required: <input type="checkbox"/> N</p> <p>This document has been approved as to form. <u>[Signature]</u> <u>8/25/15</u></p> <p>Attorney's Signature Date</p>

STEP 2	Sign Document
<p>Leave Blank</p> <p>RECEIVED</p> <p>For</p> <p>AUG 26 2015</p> <p>Date Stamp</p>	<p>INSTRUCTIONS:</p> <p>Sign ALL documents.</p> <p>Authorized Signer: <u>Ralph Becker, Mayor</u> <u>SLC Conf.</u></p> <p>Name Dept/Div</p> <p>Forward ALL Signed documents to the Recorder's Office</p>

STEP 3	Recorder
<p>Leave Blank</p> <p>RECEIVED</p> <p>SEP 01 2015</p> <p>For</p> <p>CITY RECORDER</p> <p>Date Stamp</p>	<p>INSTRUCTIONS:</p> <p><u>1 Recorder</u></p> <p><u>Email home copies</u></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Shellie Sepulveda</u> <u>RES</u> <u>6447</u></p> <p>Name Department or Division Phone</p>

ATTACHMENT C

Journal Entries

SALE OF PARCELS UTSL-0048; UTSL-0054; UTSL-0608 TO SALT LAKE CITY

All 3 assets have been in Electric Plant in Service since inception

ASSET NO	G/L ACCT/CLASS	DEBIT	CREDIT	FERC ACCT	DESCRIPTION
	140109	193,217.00			Proceeds
303949	140100/35010		797.03	101	Electric Plant in Service
300992	140100/35010		70.46	101	Electric Plant in Service
300991	140100/35010		10.67	101	Electric Plant in Service
	554000		192,338.84	421.1	Gain on Sale
	554000	49,072.68		421.1	Transfer % of Gain to OBA ⁽¹⁾
	288114		49,072.68	254	Oregon Balancing Account (OBA) ⁽¹⁾

TEMPORARY EASEMENTS

ASSET NO	G/L ACCT/CLASS	DEBIT	CREDIT	FERC ACCT	DESCRIPTION
	140109	17,662.00			Proceeds
	301872		17,662.00	454.1	Rent Revenue - Transmission