

February 6, 2018

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-3398

Attn: Filing Center

RE: UP ___ —PacifiCorp's Application for Approval of the Sale of Property

PacifiCorp, d/b/a Pacific Power, encloses for filing its Application for an Order Authorizing the Sale of Certain Property in Draper 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 Street, Suite 2000
Portland, Oregon, 97232

Please direct any informal inquiries regarding this filing to me at (503) 813-6583.

Sincerely,



Natasha Siores
Manager, Regulatory Affairs

Enclosure

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UP _____

In the Matter of

PACIFICORP, d/b/a/ PACIFIC POWER

Application for an Order Authorizing the
Sale of Certain Property in Draper City,
Utah.

APPLICATION OF PACIFICORP

Under ORS 757.480(1)(a) and in accordance with OAR 860-027-0025, PacifiCorp, d/b/a/ Pacific Power, seeks approval from the Public Utility Commission of Oregon (Commission) for the proposed sale of certain property located in Draper City, Utah (90th South-Hale Property) to Draper City for the purpose of constructing a roadway improvement project. In support of this Application, PacifiCorp states the following:

I. Background

PacifiCorp owns certain property in or near Draper City, Utah to support the 90th South-Hale 138 kV transmission line. Lone Peak Parkway parallels PacifiCorp's transmission corridor. Draper City is constructing a roadway extension, known as the Lone Peak Parkway extension, within its municipal boundaries and in alignment with the existing parkway. Over the past several years, PacifiCorp and Draper City have worked together on an alignment for the Lone Peak Parkway extension that traverses through certain portions of PacifiCorp's transmission corridor. Draper City proposed purchasing several parcels of property owned by PacifiCorp through a series of purchases to accommodate budget and financing constraints. Draper City purchased the first two parcels, totaling 0.724 acres, from

PacifiCorp in 2015.¹ Draper City submitted a request to purchase the land necessary to complete the last segment of the portion of Lone Peak Parkway that traverses through PacifiCorp's 90th South-Hale 138 kV transmission corridor. The purchase involves four parcels totaling approximately 1.64 acres. PacifiCorp has determined the property Draper City has asked to purchase is not needed for utility operations. No utility facilities are located within the parcel to be sold, although certain facilities cross the parcel. PacifiCorp will retain easements for the existing and any future transmission and distribution lines. Included with this Application as Attachment A is the Agreement for Sale and Purchase of Real Estate by and between PacifiCorp and Draper City.

The sale price attributed to the 90th South-Hale Property is \$186,300 and the book value of the property sold is \$3,406. Oregon-allocated proceeds from this transaction in the approximate amount of \$46,700 will flow to customers through Schedule 96, the property sales balancing account. As more fully explained below, this transaction will not affect PacifiCorp's ability to perform its public duties.

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

A. Name and Address

PacifiCorp's exact name and address of its principal business office are:

PacifiCorp
825 NE Multnomah Street
Portland, OR 97232

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

PacifiCorp is a corporation organized and existing under and by the laws of the State

¹ This transaction was filed January 30, 2015 (docket UP 316) and approved by the Commission March 20, 2015 (Order No. 15-073).

of Oregon. PacifiCorp’s date of incorporation is August 11, 1987. PacifiCorp is authorized to provide retail electric service in Oregon, California, Washington, Idaho, Wyoming and Utah.

C. Communications and notices

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

Jeffery B. Erb
Chief Corporate Counsel and Corporate
Secretary PacifiCorp
825 NE Multnomah Street, Suite 1800
Portland, OR 97232
Telephone: 503.813.5029
Email: jeff.erb@pacificorp.com

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

In addition, 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, Suite 2000
Portland, OR 97232

Informal inquires may also be directed to Natasha Siores, Manager, Regulatory Affairs, at (503) 813-6583.

D. Principal officers

NAME	TITLE
William H. Fehrman	Chairman of the Board & Chief Executive Officer of PacifiCorp
Cindy A. Crane	President & Chief Executive Officer, Rocky Mountain Power
Stefan Bird	President & Chief Executive Officer, Pacific Power
Nikki L. Kobliha	Vice President, Chief Financial Officer & Treasurer

E. Description of business; designation of territories served

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

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

Not applicable. This transaction does not involve the sale of financial instruments or PacifiCorp stock.

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

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

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

The purpose of this application is to satisfy ORS 757.480 and OAR 860-027-0025. Draper City is constructing a roadway project, the Lone Peak Parkway extension, as part of new development within its municipal boundaries. Draper City submitted a request to purchase the land necessary to complete the last segment of portion of Lone Peak Parkway that traverses through PacifiCorp's 90th South-Hale 138 kV transmission corridor. PacifiCorp determined it could sell certain parcels within the transmission corridor without

affecting its ability to provide reliable and safe electric service. Draper City intends to purchase the necessary property in stages. The first sale involved two parcels and was completed in 2015. PacifiCorp files this Application to obtain Commission approval of the sale of four parcels within the 90th South-Hale Property to Draper City.

Based on an appraisal conducted by Van Drimmelen and Associates dated September 6, 2017, the fair market value sales price is \$186,300.

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

PacifiCorp will sell four parcels of real property totaling 1.641 acres currently used to support PacifiCorp's 90th South-Hale 138 kV transmission line in Utah. PacifiCorp has determined that selling the parcels sought by Draper City will not impair PacifiCorp's ability to provide reliable and safe electric service. Additionally, certain facilities for the provision of electric service cross the Property. PacifiCorp will retain easements to allow those facilities to remain in place. Draper City intends to use the property to support its efforts to construct the Lone Peak Parkway extension.

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

The book value (cost) included in Electric Plant in Service, FERC account 101, of the 90th South-Hale Property sold is \$3,406.

K. Required filings with other state or federal regulatory bodies

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

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

ORS 757.480 requires Commission approval for sales of property necessary and

useful in the performance of public service with a value in excess of \$100,000. See ORS 757.480(1)(a). OAR 860-027-0025(1)(l) requires that the utility show that such a proposed sale is “consistent with the public interest.” The Commission has previously held that this standard requires only a “no harm” showing.²

The proposed transaction will not harm customers. Certain PacifiCorp facilities cross the affected property. PacifiCorp will maintain necessary easements for those facilities to continue to be able to operate and maintain those facilities for the ongoing provision of safe and reliable electric service to its customers. PacifiCorp does not need to retain ownership of the parcel to continue to provide electric service. PacifiCorp and Draper City have worked together on several options for the proposed Roadway Extension. This option, as submitted, will have the least impact to PacifiCorp’s transmission corridor, transmission structures, and overhead lines.

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

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

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

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

² See, e.g., *In the Matter of a Legal Standard for Approval of Mergers*, Docket 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 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 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 UP 165/UP 170, Order No. 99-730, at 7 (Nov. 29, 1999) (regarding the sale of the Centralia generating plant).

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

Not applicable. This transaction will not affect PacifiCorp's service territory.

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

A. Exhibit A. Articles of Incorporation

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

B. Exhibit B. Bylaws

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

C. Exhibit C. Resolution of directors authorizing transaction

Not applicable. This transaction did not require approval from the PacifiCorp's board of directors.

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

The majority of the Company's real property is subject to a lien under the Mortgage and Deed of Trust, dated as of January 9, 1989, from PacifiCorp to The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank of New York Mellon) as Trustee, as amended and supplemented. The Company will request a partial release of mortgage instrument for the property to record at closing.

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

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

F. Exhibit F. Known contingent liabilities

There are no known contingent liabilities associated with this transaction.

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

Not applicable. The transaction will not materially affect the company's income statement.

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

Not applicable. The transaction will not materially affect the company's income statement.

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

Included with this Application as Attachment A is a copy of the Agreement for Sale and Purchase of Real Estate by and between PacifiCorp and Draper City.

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

Please see Attachment B to this Application for the proposed journal entries to be used to record this transaction.

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


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

IV. Prayer for Relief

PacifiCorp respectfully requests a Commission order (1) finding that the sale of the 90th South-Hale Property will not harm PacifiCorp’s customers and is consistent with the public interest; and (2) granting other such relief as the Commission deems necessary and proper.

Respectfully submitted this 6th day of February 2018,

By:



Jeffery B. Erb
Chief Corporate Counsel and Corporate Secretary
PacifiCorp

ATTACHMENT A

Agreement for Sale and Purchase of Real Estate

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

This Agreement for Sale and Purchase of Real Estate (the "Agreement") is entered into as of the ___ day of _____, 2017, by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, ("Seller") and Draper City, a municipal corporation of the State of Utah ("Buyer").

RECITALS

A. Seller owns four 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 Eighty Three Thousand, Four Hundred Sixty(\$183,460.00).

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 Highland Title Agency, whose address is 6622 South 1300 East, Salt Lake City Utah 84121 (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 form 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 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 'January 12, 2018', (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, 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, 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

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 Condemnation. If a portion of the Property becomes the subject of condemnation proceedings, Seller shall notify Buyer of such proceedings, and this Agreement shall not terminate, but shall remain in full force and effect. In such event, at Closing (a) Seller shall pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing, and (b) Seller shall assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof, and Buyer shall take the Property subject to any such proceedings. The Purchase Price shall not be adjusted for any such proceedings, and if the Purchase Price is calculated using the acreage of the Property, such acreage shall not be reduced by any land taken by condemnation, but rather the acreage for purposes of such calculation shall be the acreage of the Property prior to the condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" shall mean the service upon Seller of a formal notice of condemnation by a governmental authority with power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

9.2 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.

9.3 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, which 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.

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

9.5 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.

9.6 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.

9.7 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, Room 110
Salt Lake City, Utah 84116
Attn:

With a copy to: Rocky Mountain Power
Attn: Legal Department
1407 West North Temple Street, Room 320
Salt Lake City, Utah 84116

To Buyer: Draper City
Attn: Legal Department
1020 East Pioneer Road
Draper Utah 84020

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.

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

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

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

9.11 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.

9.12 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.

9.13. 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.

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

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

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

9.17 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.

9.18 Confidentiality. The purchase price and terms of this Agreement are intended by both parties to be confidential. Therefore, except as 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.

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

SELLER:

Rocky Mountain Power, an unincorporated
division of PacifiCorp

By: _____

Its: _____

Date Signed: _____

BUYER:

Draper City, a municipal corporation
of the State of Utah

By: D. J. D. M.

Its: City Manager

Date Signed: 12-11-17

EXHIBIT "A"

(Description of the Property)

See attached Parcels No. 12, 16, 19, 22

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-0336
File No. 48077

County Parcel No(s). 27-36-403-006
27-36-403-005
37-36-253-002
27-36-253-001

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 DRAPER CITY, 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/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 12: Assessor Parcel No. 27-36-403-006

Commencing at the Southeast corner of Lot 204, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence North 14°30'00" East 3.92 feet to the POINT OF BEGINNING; Commencing at the Southeast corner of Lot 204, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence North 14°30'00" East 3.92 feet to the POINT OF BEGINNING; thence North 33°43'46" West 2.99 feet to a curve to the right having a radius of 812.18 feet, a central angle of 18°25'41" and a chord that bears North 24°30'56" West 260.10 feet; thence along said curve a distance of 261.22 feet to a reverse curve to the left having a radius of 15.00 feet, a central angle of 86°14'20" and a chord that bears North 58°25'15" West 20.51 feet; thence along said curve a distance of 22.58 feet; thence South 78°27'35" West 70.26 feet; thence North 06°25'35" East 50.43 feet to a point on a non-tangent curve to the left having a radius of 263.48 feet and a chord that bears North 30°39'10" East 146.60 feet; thence along said curve a distance of 148.56 feet; thence South 75°30'00" East 82.47 feet to a point on a non-tangent curve to the left having a radius of 712.18 feet and a chord that bears South 15°40'11" East 263.70 feet; thence along said curve a distance of 265.23 feet; thence South 14°30'00" West 142.01 feet to the POINT OF BEGINNING.

Contains 40566 square feet or 0.931 acres, more or less.

Rotate 0°02'32" clockwise to project bearing.

Parcel 16: Assessor Parcel No. 27-36-403-005

Beginning at the Northwest corner of Lot 203, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence South 75°30'00" East 42.47 feet to a point on a non-tangent curve to the left having a radius of 712.18 feet and a chord that bears South 03°21'07" West 206.90 feet; thence along said curve a distance of 207.64 feet; thence North 75°30'00" West 82.47 feet; thence North 14°30'00" East 203.00 feet to the POINT OF BEGINNING.

Contains 11638 square feet or 0.267 acres, more or less.

Rotate 0°02'32" clockwise to project bearing.

Parcel 19: Assessor Parcel No. 27-36-253-002

Beginning at the Southwest corner of Lot 202, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence North 14°30'00" East 185.00 feet to a point on a non-tangent curve to the left having a radius of 686.60 feet and a chord that bears North 13°45'00" East 17.97 feet; thence along said curve a distance of 17.97 feet; thence South 77°00'00" East 43.14 feet; thence South 14°56'14" West 166.14 feet to a point on a non-tangent curve to the left having a radius of 712.44 feet and a chord that bears South 13°13'53" West 37.97 feet; thence along said curve a distance of 37.97 feet; thence North 75°30'00" West 42.47 feet to the POINT OF BEGINNING.

Contains 8587 square feet or 0.197 acres, more or less.

Rotate 0°02'32" clockwise to project bearing.

Parcel 22: Assessor Parcel No. 27-36-253-001

Beginning at the Northwest corner of Lot 201, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence East 87.59 feet to a point on a non-tangent curve to the left having a radius of 20.00 feet and a chord that bears South 52°28'08" West 24.37 feet; thence along said curve a distance of 26.20 feet; thence South 14°56'14" West 170.00 feet; thence North 77°00'00" West 43.14 feet to a point on a non-tangent curve to the left having a radius of 686.37 feet and a chord that bears North 06°29'59" East 155.40 feet; thence along said curve a distance of 155.73 feet; thence North 15.00 feet to the POINT OF BEGINNING.

Contains 9569 square feet or 0.220 acres, more or less.

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 (vi) Statewide Agreement for the Acquisition or Replacement of Utility Easements and Rights of Way between UDOT and PacifiCorp as entered into on the ____ day of _____, _____.

RESERVING an absolute and unhindered easement to Grantor, its successors and

assigns, for the maintenance, repair, construction, expansion, upgrading, relocation, replacement, and/or removal of any and all existing electrical facilities and lines, in, on, over, under, or across said property together with an absolute and unhindered easement for ingress, egress, and access thereto.

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., 2017

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

By: Cindy Crane
Its: President

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

On the ___ day of _____, 2017, personally appeared before me Cindy 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"

(Description of the Property)

See attached Parcels No. 12, 16, 19, 22

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: Draper/Lone Peak Parkway Extension
WO#: Capitol Support 229083
RW#: N/A

RIGHT OF WAY EASEMENT

For value received, Draper City, 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" attached hereto and by this reference made a part hereof:

Parcel 12: Assessor Parcel No. 27-36-403-006

Commencing at the Southeast corner of Lot 204, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence North 14°30'00" East 3.92 feet to the POINT OF BEGINNING; Commencing at the Southeast corner of Lot 204, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence North 14°30'00" East 3.92 feet to the POINT OF BEGINNING; thence North 33°43'46" West 2.99 feet to a curve to the right having a radius of 812.18 feet, a central angle of 18°25'41" and a chord that bears North 24°30'56" West 260.10 feet; thence along said curve a distance of 261.22 feet to a reverse curve to the left having a radius of 15.00 feet, a central angle of 86°14'20" and a chord that bears North 58°25'15" West 20.51 feet; thence along said curve a distance of 22.58 feet; thence South 78°27'35" West 70.26 feet; thence North 06°25'35" East 50.43 feet to a point on a non-tangent curve to the left having a radius of 263.48 feet and a chord that bears North 30°39'10" East 146.60 feet; thence along said curve a distance of 148.56 feet; thence South 75°30'00" East 82.47 feet to a point on a non-tangent curve to the left having a radius of 712.18 feet and a chord that bears South 15°40'11" East 263.70 feet; thence along said curve a distance of 265.23 feet; thence South 14°30'00" West 142.01 feet to the POINT OF BEGINNING.

Contains 40566 square feet or 0.931 acres, more or less.

Rotate 0°02'32" clockwise to project bearing.

Parcel 16: Assessor Parcel No. 27-36-403-005

Beginning at the Northwest corner of Lot 203, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence South 75°30'00" East 42.47 feet to a point on a non-tangent curve to the left having a radius of 712.18 feet and a chord that bears South 03°21'07" West 206.90 feet; thence along said curve a distance of 207.64 feet; thence North 75°30'00" West 82.47 feet; thence North 14°30'00" East 203.00 feet to the POINT OF BEGINNING.

Contains 11638 square feet or 0.267 acres, more or less.

Rotate 0°02'32" clockwise to project bearing.

Parcel 19: Assessor Parcel No. 27-36-253-002

Beginning at the Southwest corner of Lot 202, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence North 14°30'00" East 185.00 feet to a point on a non-tangent curve to the left having a radius of 686.60 feet and a chord that bears North 13°45'00" East 17.97 feet; thence along said curve a distance of 17.97 feet; thence South 77°00'00" East 43.14 feet; thence South 14°56'14" West 166.14 feet to a point on a non-tangent curve to the left having a radius of 712.44 feet and a chord that bears South 13°13'53" West 37.97 feet; thence along said curve a distance of 37.97 feet; thence North 75°30'00" West 42.47 feet to the POINT OF BEGINNING.

Contains 8587 square feet or 0.197 acres, more or less.

Rotate 0°02'32" clockwise to project bearing.

Parcel 22: Assessor Parcel No. 27-36-253-001

Beginning at the Northwest corner of Lot 201, GREENFIELD FARMS NO. 2, recorded in Book 79-3 Page 84 of official records; thence East 87.59 feet to a point on a non-tangent curve to the left having a radius of 20.00 feet and a chord that bears South 52°28'08" West 24.37 feet; thence along said curve a distance of 26.20 feet; thence South 14°56'14" West 170.00 feet; thence North 77°00'00" West 43.14 feet to a point on a non-tangent curve to the left having a radius of 686.37 feet and a chord that bears North 06°29'59" East 155.40 feet; thence along said curve a distance of 155.73 feet; thence North 15.00 feet to the POINT OF BEGINNING.

Contains 9569 square feet or 0.220 acres, more or less.

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.

the instrument on behalf of _____ (entity name), and
acknowledged to me that said entity executed the same.

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)

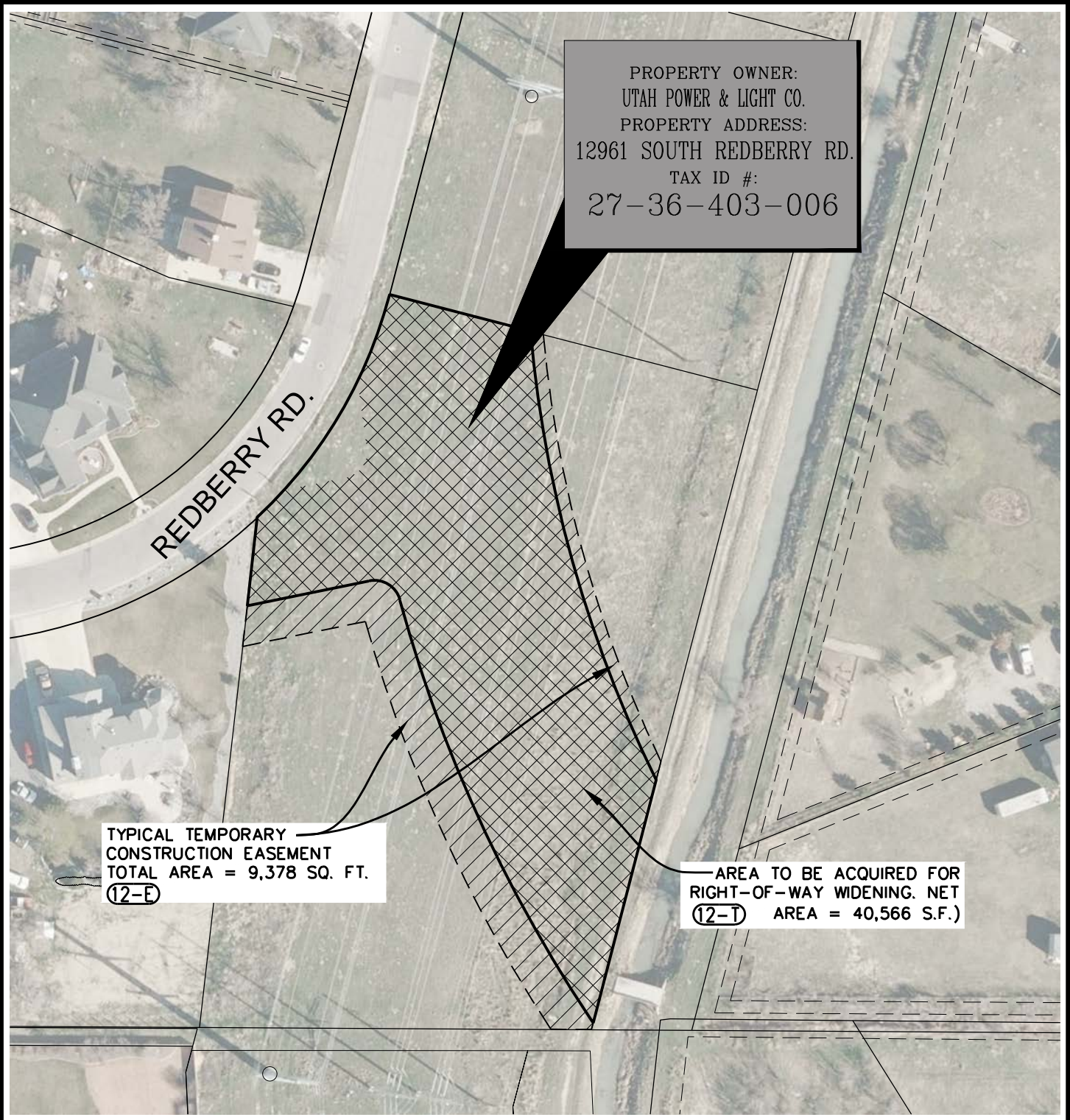
Residing at: _____ (city, state)

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

EXHIBIT "A"

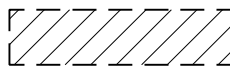
See attached Parcel(s) No. 12, 16, 19, 22

PROPERTY OWNER:
 UTAH POWER & LIGHT CO.
 PROPERTY ADDRESS:
 12961 SOUTH REDBERRY RD.
 TAX ID #:
 27-36-403-006

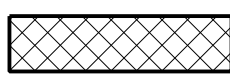


TYPICAL TEMPORARY
 CONSTRUCTION EASEMENT
 TOTAL AREA = 9,378 SQ. FT.
 (12-E)

AREA TO BE ACQUIRED FOR
 RIGHT-OF-WAY WIDENING. NET
 (12-T) AREA = 40,566 S.F.)



TEMPORARY
 CONSTRUCTION
 EASEMENT



RIGHT-OF-WAY

EXHIBIT A

Parcel No. 12

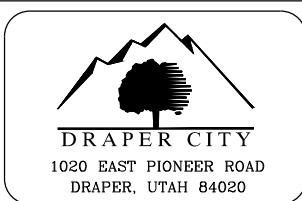
12:E



1 inch = 80 ft. (8x11)

HORIZONTAL SCALE: NA	
VERTICAL SCALE: NA	
DESIGNER /CAD C. A. A.	REVIEWED R.M.
APPROVAL R.M.	PROJECT NO

CONSULTANT INFORMATION:
DRAPER CITY
ENGINEERING
DIVISION
801-576-6536



PROJECT NAME:
UTAH POWER & LIGHT CO.
12961 SOUTH REDBERRY RD

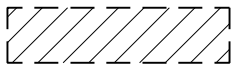
TITLE OF DRAWING:
PROPERTY DESCRIPTION

PROPERTY OWNER:
 UTAH POWER & LIGHT CO.
 PROPERTY ADDRESS:
 12961 SOUTH REDBERRY RD.
 TAX ID #:
 27-36-403-005

REDBERRY RD.

TYPICAL TEMPORARY
 CONSTRUCTION EASEMENT
 TOTAL AREA = 1,454 SQ. FT.
 (16-E)

AREA TO BE ACQUIRED FOR
 RIGHT-OF-WAY WIDENING. NET
 (16-T) AREA = 11,638 S.F.)



TEMPORARY
 CONSTRUCTION
 EASEMENT



RIGHT-OF-WAY

EXHIBIT A

Parcel No. 16
 16:E



1 inch = 50 ft. (8x11)

HORIZONTAL SCALE:

NA

VERTICAL SCALE:

NA

DESIGNER/CAD

C. A. A.

REVIEWED

R.M.

APPROVAL

R.M.

PROJECT NO

CONSULTANT INFORMATION:

DRAPER CITY
ENGINEERING
DIVISION
801-576-6536



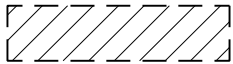
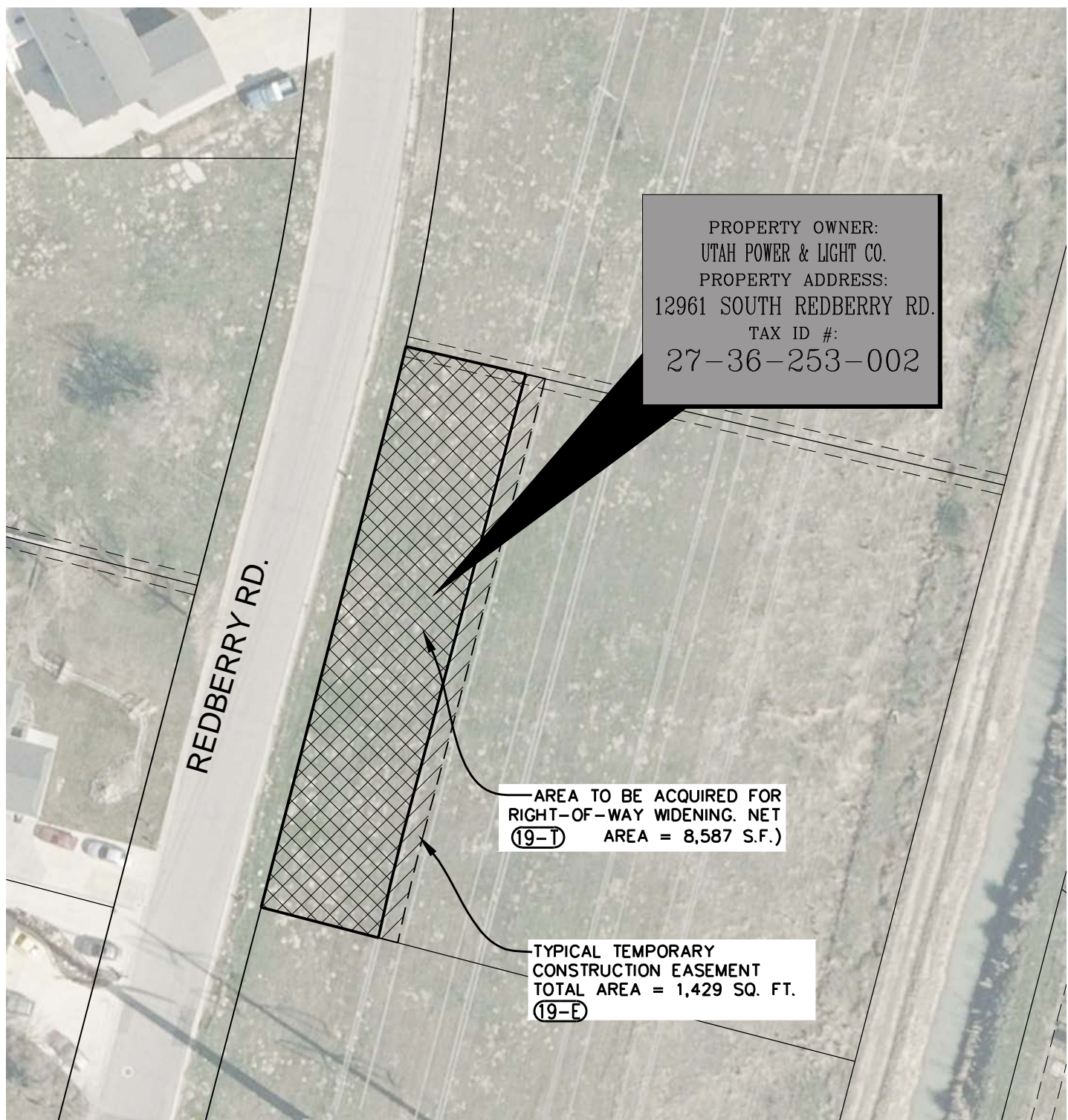
DRAPER CITY
 1020 EAST PIONEER ROAD
 DRAPER, UTAH 84020

PROJECT NAME:

UTAH POWER & LIGHT CO.
12961 SOUTH REDBERRY RD

TITLE OF DRAWING:

PROPERTY
DESCRIPTION



TEMPORARY
CONSTRUCTION
EASEMENT



RIGHT-OF-WAY

EXHIBIT A

Parcel No. 19
19:E



1 inch = 50 ft. (8x11)

HORIZONTAL SCALE:

NA

VERTICAL SCALE:

NA

DESIGNER/CAD

C. A. A.

REVIEWED

R.M.

APPROVAL

R.M.

PROJECT NO

CONSULTANT INFORMATION:

DRAPER CITY
ENGINEERING
DIVISION
801-576-6536



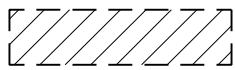
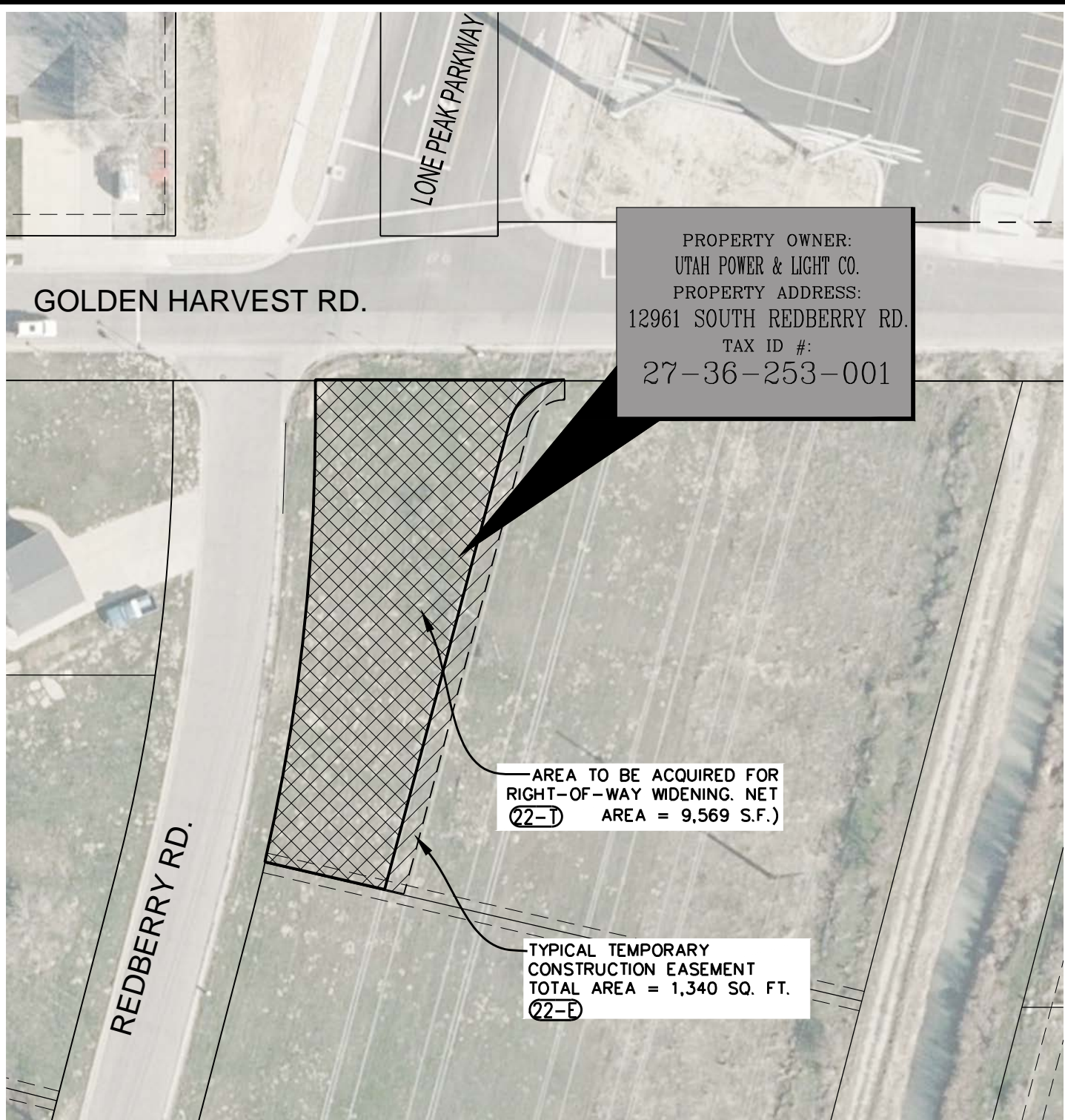
DRAPER CITY
1020 EAST PIONEER ROAD
DRAPER, UTAH 84020

PROJECT NAME:

UTAH POWER & LIGHT CO.
12961 SOUTH REDBERRY RD

TITLE OF DRAWING:

PROPERTY
DESCRIPTION



TEMPORARY
CONSTRUCTION
EASEMENT



RIGHT-OF-WAY

EXHIBIT A

**Parcel No. 22
22:E**



1 inch = 50 ft. (8x11)

HORIZONTAL SCALE:

NA

VERTICAL SCALE:

NA

DESIGNER/CAD
C. A. A.

REVIEWED
R.M.

APPROVAL
R.M.

PROJECT NO

CONSULTANT INFORMATION:

**DRAPER CITY
ENGINEERING
DIVISION
801-576-6536**



DRAPER CITY
1020 EAST PIONEER ROAD
DRAPER, UTAH 84020

PROJECT NAME:

**UTAH POWER & LIGHT CO.
12961 SOUTH REDBERRY RD**

TITLE OF DRAWING:

**PROPERTY
DESCRIPTION**

ATTACHMENT B

Proposed Journal Entries

**Estimated Journal Entries for the Sale of Land to Draper City for the Lone Peak Parkway
Land Parcel UTSL-0336**

	G/L Acct	G/L Acct Name	Debit	Credit
Receipt of Proceeds	105002	Cash	186,300.00	
	140109	Land - Non-Reconciling		186,300.00
Transfer of Proceeds (a) Transfer Proceeds to Asset Proceeds (b) Transfer Cost to Cure portion to offset Repair & Maintenance to allow for (assumed OMAG) anticipated landscaping repairs Transfer Temporary Easements to Revenue	140109	Land - Non-Reconciling	186,300.00	
	364105	Asset Sale Proceeds - Clearing		178,956.00
	551000	Repair & Maintenance		3,944.00
	301872	Rent Revenue - Transmission		3,400.00
Book Sale of Land	364105	Asset Sale Proceeds - Clearing	178,956.00	
	140100	Land		3,406.82
	554000	Gain on Disposition of Property		175,549.18
Book Oregon Balancing Allocation - Transm Land in UT	554000	Gain on Disposition of Property	46,722.94	
	288114	Regulatory Liab - OR Sale		46,722.94

598,278.94 598,278.94

(a) As there are no site improvement assets at this location, the amount to be received for Site Improvements (\$188) is included in the sales price for the sale of the Land.

(b) Since it is unknown when any landscaping repairs will be done pursuant to the granting of these easements, the amount received for Cost to Cure (\$3,944) will be credited to general A&G repairs. (It is assumed any work will be a repair rather than Capital in nature.)