

April 4, 2018

VIA ELECTRONIC FILING

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

Attn: Filing Center

RE: UPN ___ PacifiCorp Notice of Property Disposition—Private Roadway Easement

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power hereby provides notice of the company's agreement to enter into a private roadway easement (Easement) with JD VI, LLC, to facilitate access to property adjacent to the Camp Williams-Mona 345 kilovolt transmission corridor in central Utah. In accordance with the terms of the Easement, JD VI, LLC will pay PacifiCorp \$30,800 to access an adjacent property on which it operates a gravel mining operation. A copy of the Easement is provided as Attachment A.

JD VI, LLC made a request to PacifiCorp to use a portion of the transmission corridor for an access route to their gravel mining operation. Specifically, JD VI, LLC requested a 40-foot access easement that crosses into the transmission corridor right-of-way. This portion of right-of-way has been determined to not conflict with PacifiCorp current or future facility needs. The transaction was completed on February 7, 2018.

The total compensation agreed to for the Easement was \$30,800 on a total company basis, of which approximately \$8,000 is allocated to Oregon. The easement of company property will not interfere with PacifiCorp's ability to operate its facilities or impede access to the company's property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

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

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

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

Please direct informal questions with respect to this filing to me at 503-813-6583.

Sincerely,



Natasha Siores
Manager, Regulatory Affairs

ATTACHMENT A

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/BK
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTUT-0208
File No. _____
Tax ID No. 58-033-0033

NON-EXCLUSIVE PRIVATE ROADWAY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, an Oregon corporation, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), hereby CONVEYS to JD VI, LLC, a Utah limited liability company, whose principal address is 1450 West 1850 North, Lehi, UT 84043, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a private roadway, in, on, and/or across the following described real property, which is also depicted in **Exhibit A**, attached herewith and owned by Grantor located in Utah County, State of Utah, to-wit:

A 40' access easement located in the NE1/4 of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning on the Southeasterly line of that Real Property described in Deed Entry No. 3081:1970 of the Official Records of Utah County, located N0°20'48"E along the Section line 978.31 feet and West 1,768.82 feet from the East ¼ Corner of Section 16, T5S, R1W, SLB&M; thence S33°26'39"W along said deed 42.44 feet; thence N37°02'08"W 143.69 feet; thence along the arc of a 420.00 foot radius curve to the right 521.15 feet through a central angle of 71°05'39" (chord: N1°29'18"W 488.35 feet); thence N34°03'32"E 861.70 feet; thence along the arc of a 230.00 foot radius curve to the left 140.68 feet through a central angle of 35°02'41" (chord: N16°32'11"E 138.50 feet); thence N0°59'09"W 265.29 feet to the Section line; thence N89°46'34"E along the Section line 40.00 feet; thence S0°59'09"E 264.76 feet; thence along the arc of a 270.00 foot radius curve to the right 165.14 feet through a central angle of 35°02'41" (chord: S16°32'11"W 162.58 feet); thence S34°03'32"W 861.70 feet; thence along the arc of a 380.00 foot radius curve to the left 471.51 feet through a central angle of 71°05'39" (chord: S1°29'18"E 441.84 feet); thence S37°02'08"E 129.51 feet to the point of beginning.

Contains: 1.76± acres

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any

use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.

4. Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

5. In the event Grantee ceases to use, for one-hundred eighty (180) or more consecutive days, for purposes of a roadway, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

6. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

7. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this

agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

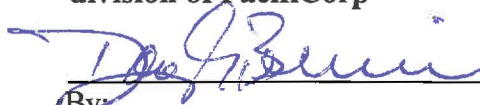
(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. In the event the Grantee's facilities interfere with Grantor's use of the Easement or Grantor's Land, Grantee shall relocate the facilities to a location mutually agreeable to Grantor and Grantee, all at Grantee's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

9. 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.

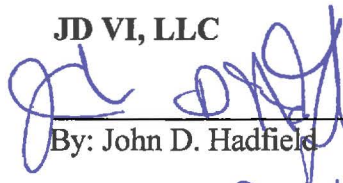
IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 11 day of January, 2017.

**Rocky Mountain Power, an unincorporated
division of PacifiCorp**


By: _____

VP- Engineering
Its: _____

JD VI, LLC


By: John D. Hadfield

John D. Hadfield
Its: Manager

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 7th day of February, 2018, personally appeared before me Douglas N. Bennion, Vice President of Engineering and Asset Management, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.



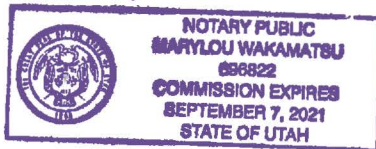
J. Knoles
Notary Public

My Commission Expires: 6-23-2020

Residing at: Salt Lake County

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 11 day of January, 2018, personally appeared before me John D. Hadfield, who being duly sworn did say that he is the signer of the within instrument on behalf of JD VI, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed by authority of said limited liability company and said Manager duly acknowledged to me that said corporation executed the same.

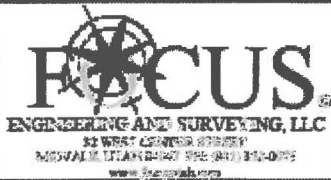
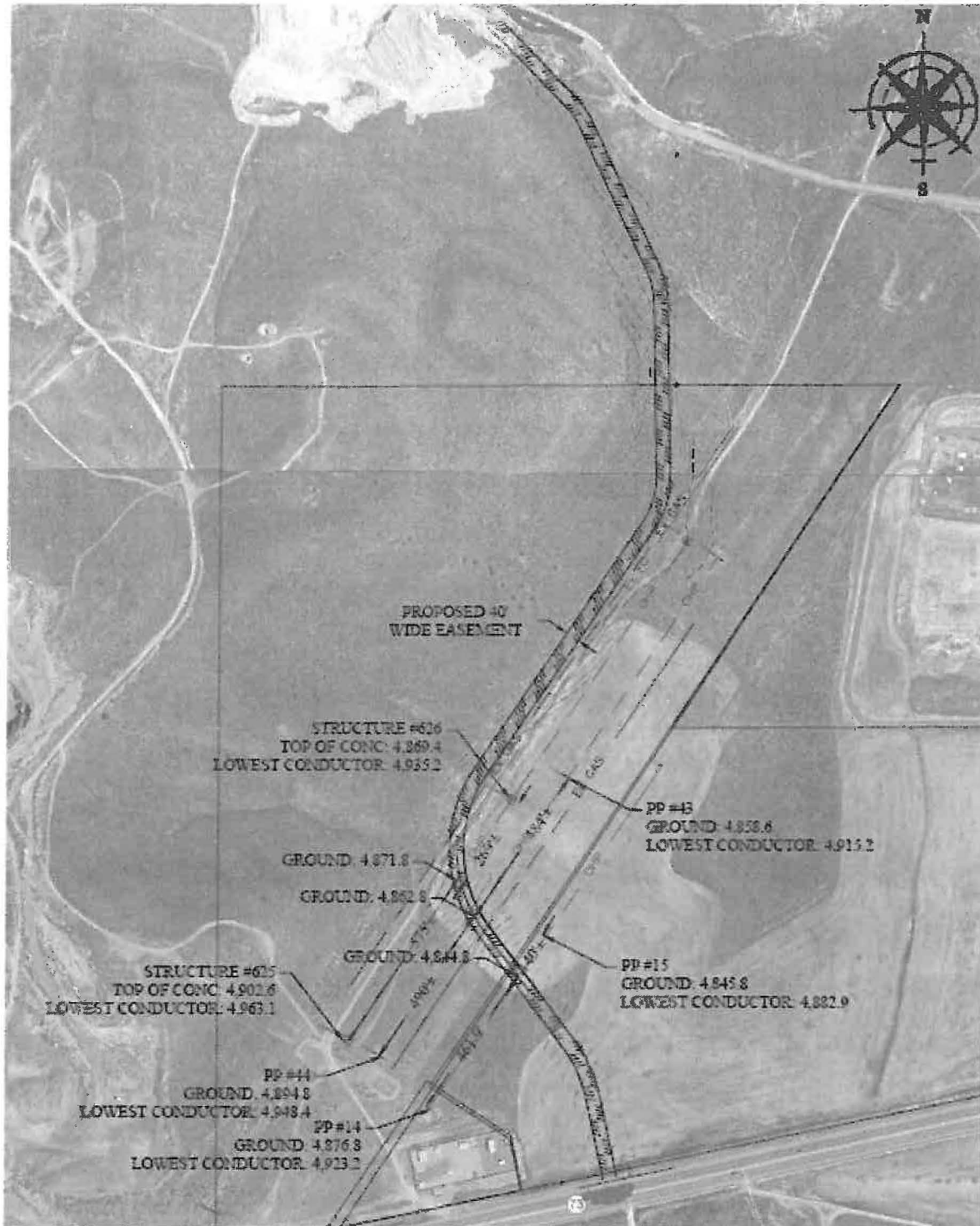


Marylou Wakamatsu
Notary Public

My Commission Expires:

Residing at: Lehi, UT

Exhibit A



**TALONS COVE
SECONDARY ACCESS EASEMENT
EAGLE MOUNTAIN, UTAH**

Drawn	2/14/2010
Checked	2/14/2010
Approved	2/14/2010
Date	02-14-2010
Sheet	

1 OF 1