

January 30, 2015

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Public Utility Commission of Oregon
3930 Fairview Industrial Dr SE
Salem, Oregon 97302-1166

Attn: Filing Center

RE: UP ___—Application for an Order Approving the Sale of Certain Property in Draper City, Utah

Enclosed for filing by PacifiCorp d/b/a Pacific Power is an Application for an Order Approving Sale of certain property located in Draper City, Utah (Camp Williams-90th South Property) to Draper City. An original and five (5) copies will be provided via overnight delivery. Confidential information is provided in accordance with OAR 860-001-0070.

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

Please direct informal questions with respect to this filing to Natasha Siores, Director of Regulatory Affairs and Revenue Requirement, at (503) 813-6583.

Sincerely,



R. Bryce Dalley
Vice President, Regulation

Enclosure

**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 Draper 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 Draper City, Utah (Camp Williams-90th South Property) to Draper City for the purpose of
5 constructing a roadway improvement project. In support of this Application, PacifiCorp
6 states the following:

7 **I. Background**

8 PacifiCorp owns certain property in or near Draper City, Utah to support the Camp
9 Williams-90th South 345kV transmission line. Lone Peak Parkway parallels PacifiCorp's
10 transmission corridor. Draper City is planning to construct a roadway extension, known as
11 the Lone Peak Parkway extension, within its municipal boundaries and in alignment with the
12 existing parkway. Over the past several years, PacifiCorp and Draper City have worked
13 together on an alignment for the proposed Lone Peak Parkway extension that will traverse
14 through certain portions of PacifiCorp's transmission corridor. Draper City proposes
15 purchasing several parcels of property owned by PacifiCorp through a series of purchases to
16 accommodate budget and financing constraints. PacifiCorp has determined the property
17 Draper City has asked to purchase is not needed for utility operations. No utility facilities are
18 located within the parcel to be sold, although certain facilities cross the parcel. PacifiCorp
19 will retain easements over and across the entire parcel to maintain the crossing. Included

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

3 The sale price attributed to the Camp Williams-90th South Property is \$197,890 and
4 the book value is \$11,782. Oregon-allocated proceeds from this transaction in the amount of
5 \$46,899 will flow to customers through Schedule 96, the property sales balancing account.

6 As more fully explained below, this transaction will not affect PacifiCorp's ability to perform
7 its public duties.

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

9 **A. Address**

10 The Company's exact name and address of its principal business office are:

11 PacifiCorp
12 825 NE Multnomah Street
13 Portland, OR 97232

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

16 PacifiCorp is a corporation organized and existing under and by the laws of the State
17 of Oregon. PacifiCorp's date of incorporation is August 11, 1987. PacifiCorp is authorized
18 to provide retail electric service in Oregon, California, Washington, Idaho, Wyoming and
19 Utah.

20 **C. Communications and notices**

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

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

Michelle Mishoe
Senior Counsel
PacifiCorp
825 NE Multnomah, Ste 1800
Portland, OR 97232
Telephone: 503.813.5977
Facsimile: 503.813.7252
Email: michelle.mishoe@pacificorp.com

1 In addition, PacifiCorp respectfully requests that all data requests regarding this
2 matter be addressed to:

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

4 By regular mail Data Request Response Center
5 PacifiCorp
6 825 NE Multnomah, Suite 2000
7 Portland, OR 97232

8 Informal inquires may also be directed to Natasha Siores, Director of Regulatory
9 Affairs and Revenue Requirement at (503) 813-6583.

10 **D. Principal officers**

<u>Name</u>	<u>Title</u>
Gregory E. Abel	Chairman of Board & Chief Executive Officer
Micheal G. Dunn	President & Chief Executive Officer, PacifiCorp Energy
Cindy A. Crane	President & Chief Executive Officer, Rocky Mountain Power
R. Patrick Reiten	President & Chief Executive Officer, Pacific Power
Douglas K. Stuver	Senior Vice President & Chief Financial Officer

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

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

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

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

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

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

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

10 Draper City is planning to construct a roadway project, the Lone Peak Parkway
11 extension, as part of new development within its municipal boundaries. Draper City
12 determined the appropriate route would require use of PacifiCorp's Camp Williams-90th
13 South transmission line property. PacifiCorp determined it could sell certain parcels within
14 the transmission corridor without affecting its ability to provide reliable and safe electric
15 service. Draper City intends to purchase the necessary property in stages. The first sale will
16 involve two parcels for a total of 0.724 acres. The Company files this Application to obtain
17 Commission approval of the sale of the Camp Williams-90th South Property to Draper City.

18 Based on an appraisal conducted by Van Drimmelen and Associates dated September
19 2, 2014, the fair market value sales price is \$197,890.00.

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

23 PacifiCorp will sell two parcels of real property totaling 0.724 acres currently used to
24 support the Company's Camp Williams-90th South transmission line in Utah. The Company
25 has determined that selling the parcels sought by Draper City will not impair PacifiCorp's
26 ability to provide reliable and safe electric service. Additionally, certain facilities for the
27 provision of electric service cross the Property. PacifiCorp will retain easements to allow

1 those facilities to remain in place. Draper City intends to use the property to support its
2 efforts to construct the Lone Peak Parkway extension.

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

5 The book value (cost) included in Electric Plant in Service, FERC account 101, of the
6 Camp Williams-90th South Property is \$11,782.

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 PacifiCorp facilities cross
18 the affected property. However, PacifiCorp will maintain necessary easements for those
19 facilities to continue to be able to operate and maintain those facilities for the ongoing
20 provision of safe and reliable electric service to its customers. PacifiCorp does not need to
21 retain ownership of the parcel to continue to provide electric service. PacifiCorp and Draper

¹ 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).

1 City have worked together on several options for the proposed Roadway Extension. This
2 option, as submitted, will have the least impact to PacifiCorp's transmission corridor,
3 transmission structures and overhead lines.

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

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

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

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

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

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

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

15 **A. Exhibit A. Articles of Incorporation**

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

20 **B. Exhibit B. Bylaws**

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

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

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

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

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

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

11 This transaction will not materially affect the Company’s balance sheet.

12 **F. Exhibit F. Known contingent liabilities**

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

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

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

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

21 Not applicable. The transaction will not materially affect the Company’s income
22 statement.

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

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

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

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

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

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


9 **V. Prayer for Relief**

10 PacifiCorp respectfully requests a Commission order:

- 11 (a) finding that the sale of the Camp Williams-90th South Property will not harm
12 the Company's customers and is consistent with the public interest;
- 13 (b) granting other such relief as the Commission deems necessary and proper.

14 DATED January 30, 2015.

15 Respectfully submitted,



16
17 Michelle R. Mishoe, # 07242
18 Senior Counsel
19 Pacific Power

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 24TH day of November, 2014, by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, ("Seller") and Draper City, a municipal corporation of the State of Utah ("Buyer").

RECITALS

A. Seller owns two 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 Two Hundred Two Thousand Dollars (\$202,000.00).

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 Mountain View Title & Escrow, Inc., whose address is 264 East 12200 South, Suite G, Draper Utah 84020 (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 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 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, 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 notices shall be delivered by 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:

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

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:

PACIFICORP, an Oregon corporation,
d/b/a Rocky Mountain Power

By: *Cindy Crane*

Its: *President + CEO*

Date Signed: *11-24-14*

BUYER:

Draper City, a municipal corporation
of the State of Utah

By: *Tracy Weber*

Its: *Mayer*

Date Signed: *11.19.14*



ATTEST:

D. Connor

City Recorder

EXHIBIT "A"

(Description of the Property)

See attached Parcels No. 07 and No. 09

PARCEL No. 07

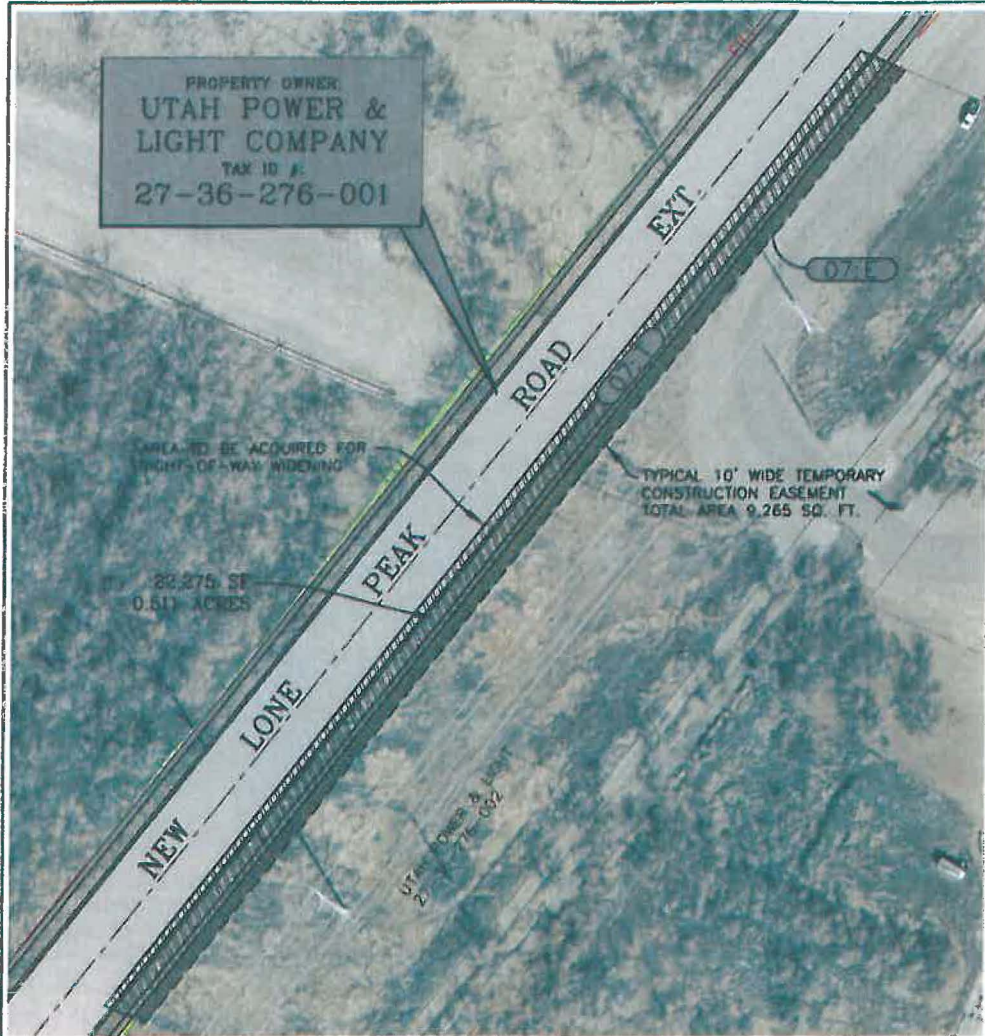


EXHIBIT A

**Parcel No. 07,
07:T & 07:E**



RIGHT-OF-WAY

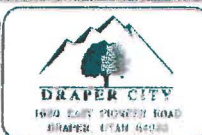


TEMPORARY
CONSTRUCTION
EASEMENT

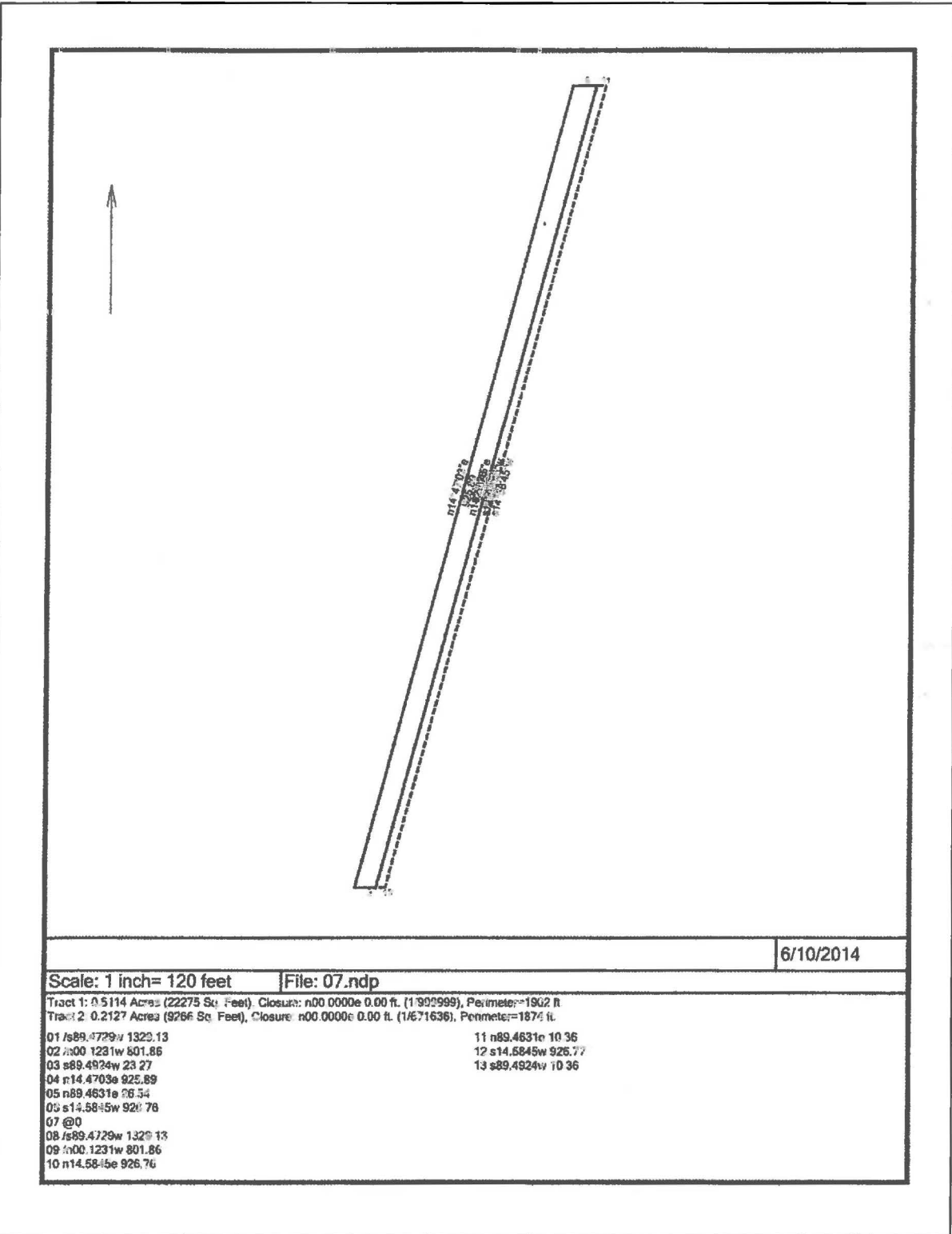


HORIZONTAL SCALE:	
N/A	
VERTICAL SCALE:	
N/A	
DESIGNER / CAD:	REVISED:
C.A.S.	S.M.
APPROVAL:	PROJECT NO:
P.M.	

CONSULTANT INFORMATION
DRAPER CITY
ENGINEERING
DIVISION
801-576-8556



PROJECT NAME
UTAH POWER & LIGHT COMPANY
ADDRESS HERE
 TITLE OF DRAWING:
PROPERTY DESCRIPTION



6/10/2014

Scale: 1 inch= 120 feet

File: 07.ndp

Tract 1: 0.5114 Acres (22275 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/902999), Perimeter=1962 ft
 Tract 2: 0.2127 Acres (9266 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/671636), Perimeter=1874 ft.

- | | |
|----------------------|---------------------|
| 01 s89.4729w 1329.13 | 11 n89.4631e 10.36 |
| 02 n00.1231w 801.86 | 12 s14.5845w 926.77 |
| 03 s89.4924w 23.27 | 13 s89.4924w 10.36 |
| 04 n14.4703e 925.89 | |
| 05 n89.4631e 26.54 | |
| 06 s14.5845w 926.76 | |
| 07 @ | |
| 08 s89.4729w 1329.13 | |
| 09 n00.1231w 801.86 | |
| 10 n14.5845e 926.76 | |

07

Utah Power & Light

27-36-276-001

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian;

thence South $89^{\circ}47'29''$ West 1329.13 feet along quarter section line;

thence North $00^{\circ}12'31''$ West 801.86 feet to the POINT OF BEGINNING;

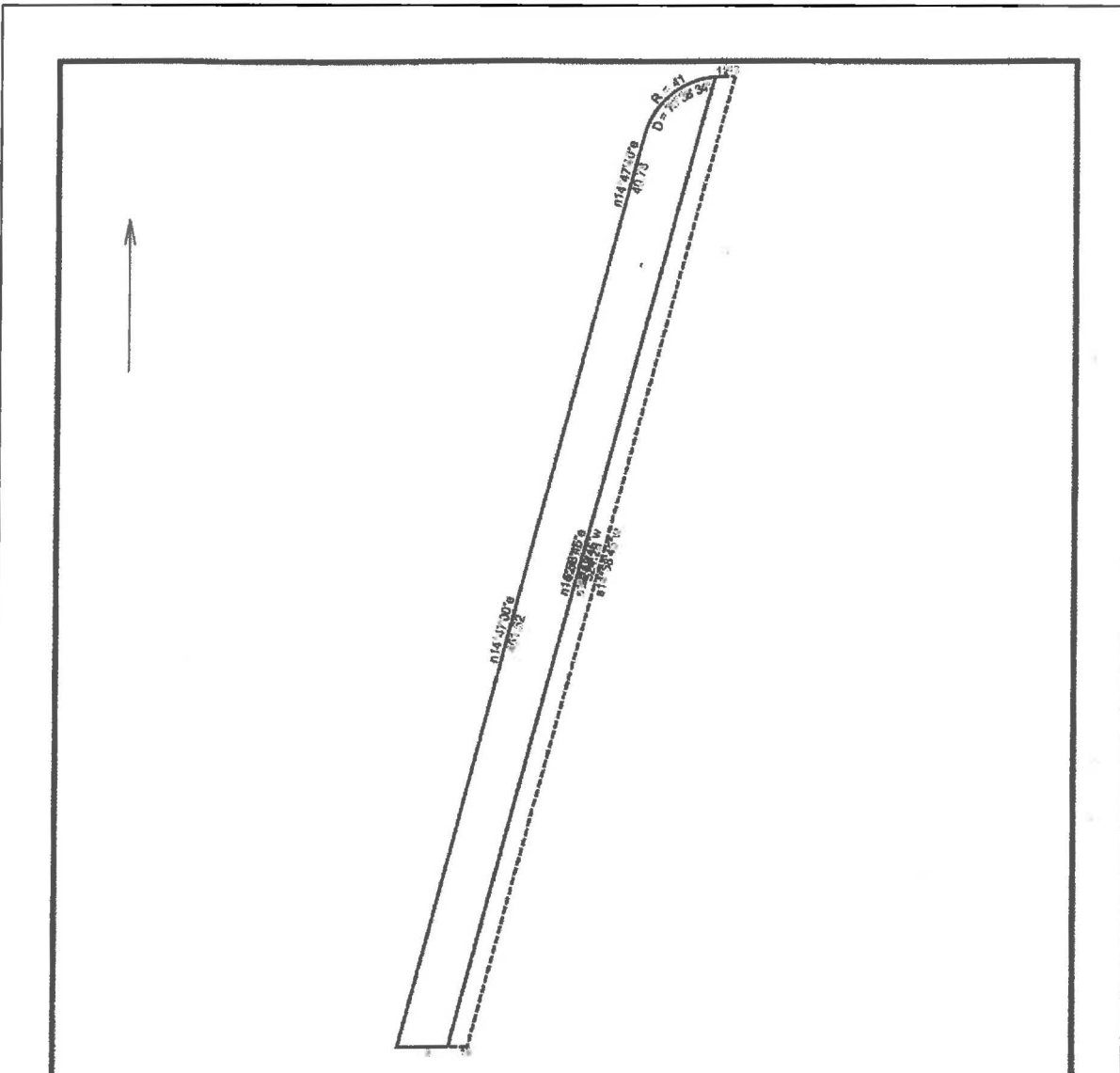
thence South $89^{\circ}49'24''$ West 23.27 feet;

thence North $14^{\circ}47'03''$ East 925.89 feet;

thence North $89^{\circ}46'31''$ East 26.54 feet;

thence South $14^{\circ}58'45''$ West 926.76 feet to the POINT OF BEGINNING.

Contains 22275 square feet or 0.511 acres, more or less.



6/10/2014

Scale: 1 inch= 66 feet

File: 09.ndp

Tract 1: 0.3146 Acres (13705 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/410776), Perimeter=1094 ft.
 Tract 2: 0.1203 Acres (5240 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/274859), Perimeter=1059 ft.

- 01 s89.4729w 1086.34
- 02 n00.1231w 1696.25
- 03 s89.4631w 20.54
- 04 n14.4700e 451.52
- 05 n14.4740e 40.78
- 06 Rt, r=41.00, delta=070.3834, chord=n00.0637e 47.41
- 07 n14.5845w 324.11
- 08 @0
- 09 s89.4729w 1086.34
- 10 n00.1231w 1696.25
- 11 n14.5845e 574.11
- 12 Rt, r=00, chord=n87.3629e 3.10
- 13 n89.4638e 7.29
- 14 s14.5845w 524.23
- 15 s89.4631w 10.36

09

Utah Power & Light

27-36-226-001

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian;

thence South $89^{\circ}47'29''$ West 1086.34 feet along quarter section line;

thence North $00^{\circ}12'31''$ West 1696.25 feet to the POINT OF BEGINNING;

thence South $89^{\circ}46'31''$ West 26.54 feet;

thence North $14^{\circ}47'00''$ East 451.52 feet an angle point on the southerly boundary of Draper Industrial Park, Recorded in Book 94-9 Page 284 of official records;

thence North $14^{\circ}47'40''$ East 40.78 feet along said boundary to a curve to the right having a radius of 41.00 feet, a central angle of $70^{\circ}38'34''$ and a chord that bears North $50^{\circ}06'57''$ East 47.41 feet;

thence along said boundary and said curve a distance of 50.55 feet;

thence South $14^{\circ}58'45''$ West 524.11 feet to the POINT OF BEGINNING.

Contains 13705 square feet or 0.315 acres, more or less.

EXHIBIT "B"

Description of Sellers Retained Easement

See attached Parcels No. 07 and No. 09

PARCEL No. 07

07

Utah Power & Light

27-36-276-001

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian;

thence South 89°47'29" West 1329.13 feet along quarter section line;

thence North 00°12'31" West 801.86 feet to the POINT OF BEGINNING;

thence South 89°49'24" West 23.27 feet;

thence North 14°47'03" East 925.89 feet;

thence North 89°46'31" East 26.54 feet;

thence South 14°58'45" West 926.76 feet to the POINT OF BEGINNING.

Contains 22275 square feet or 0.511 acres, more or less.

PARCEL No. 09

09

Utah Power & Light

27-36-226-001

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian;

thence South 89°47'29" West 1086.34 feet along quarter section line;

thence North 00°12'31" West 1696.25 feet to the POINT OF BEGINNING;

thence South 89°46'31" West 26.54 feet;

thence North 14°47'00" East 451.52 feet an angle point on the southerly boundary of Draper Industrial Park, Recorded in Book 94-9 Page 284 of official records;

thence North 14°47'40" East 40.78 feet along said boundary to a curve to the right having a radius of 41.00 feet, a central angle of 70°38'34" and a chord that bears North 50°06'57" East 47.41 feet;

thence along said boundary and said curve a distance of 50.55 feet;

thence South 14°58'45" West 524.11 feet to the POINT OF BEGINNING.

Contains 13705 square feet or 0.315 acres, more or less.

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. 27-36-226-001
27-36-276-001

QUITCLAIM DEED

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, 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 No. 07 – (Assessor Parcel No. 27-36-276-001)

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 89°47'29" West 1329.13 feet along quarter section line; thence North 00°12'31" West 801.86 feet to the POINT OF BEGINNING; thence South 89°49'24" West 23.27 feet; thence North 14°47'03" East 925.89 feet; thence North 89°46'31" East 26.54 feet; thence South 14°58'45" West 926.76 feet to the POINT OF BEGINNING.

Contains 22275 square feet or 0.511 acres, more or less.

Parcel No. 09 – (Assessor Parcel No. 27-36-226-001)

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 89°47'29" West 1086.34 feet along quarter section line; thence North 00°12'31" West 1696.25 feet to the POINT OF BEGINNING; thence South 89°46'31" West 26.54 feet; thence North 14°47'00" East 451.52 feet an angle point on the southerly boundary of Draper Industrial Park, Recorded in Book 94-9 Page 284 of official records; thence North 14°47'40" East 40.78 feet along said boundary to a curve to the right having a radius of 41.00 feet, a central angle of 70°38'34" and a chord that bears North 50°06'57" East 47.41 feet; thence along said boundary and said curve a distance of 50.55 feet; thence South 14°58'45" West 524.11 feet to the POINT OF BEGINNING.

Contains 13705 square feet or 0.315 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., 2014

PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, Successor in Interest to Utah Power & Light Company

By: A. Richard Walje
Its: President

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

On the ___ day of _____, 2014, personally appeared before me A. Richard Walje, who being by me duly sworn, did say that he is the President of Rocky Mountain Power d/b/a 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

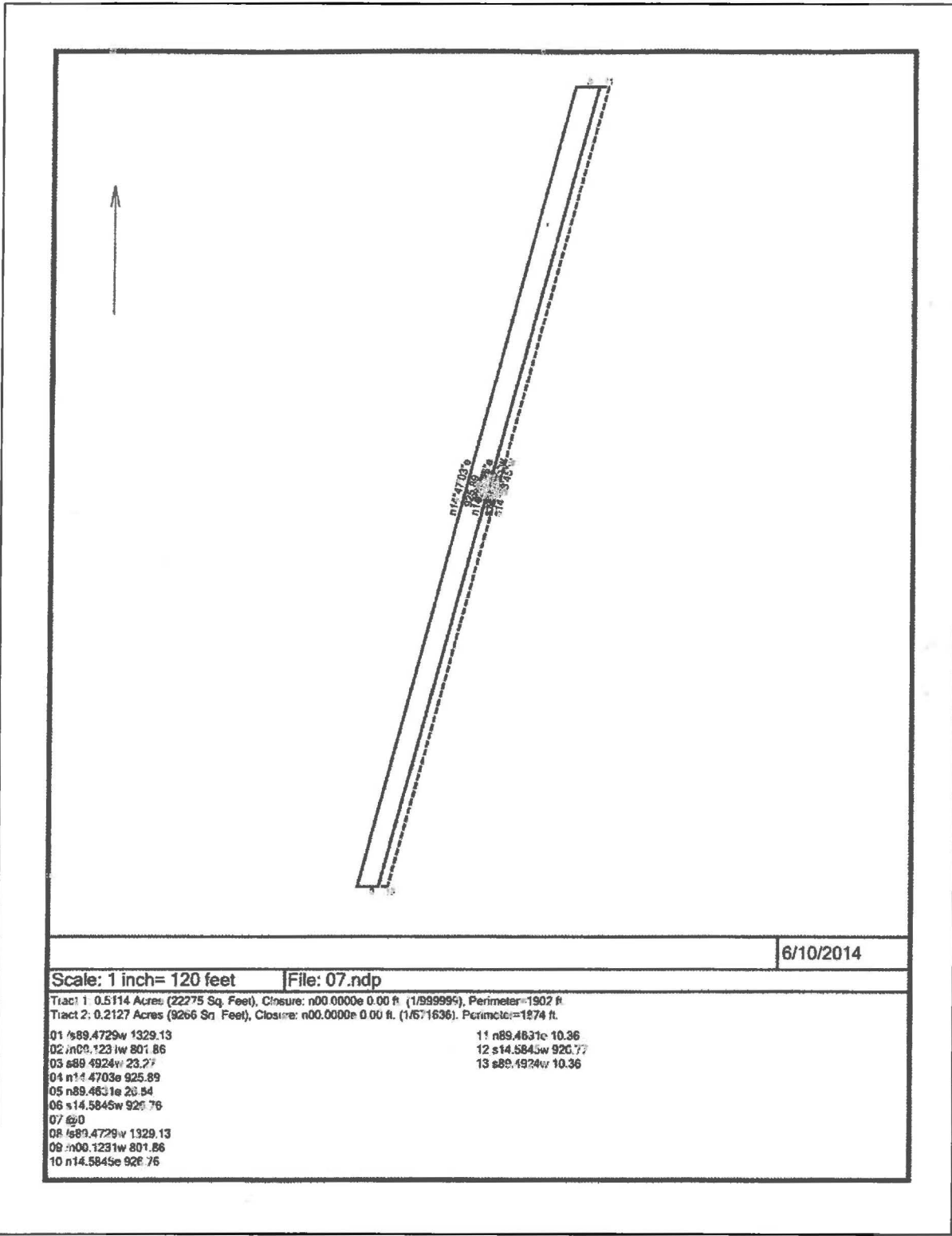
My Commission Expires:

EXHIBIT "A"

(Description of the Property)

See attached Parcels No. 07 and No. 09

PARCEL No. 07



6/10/2014

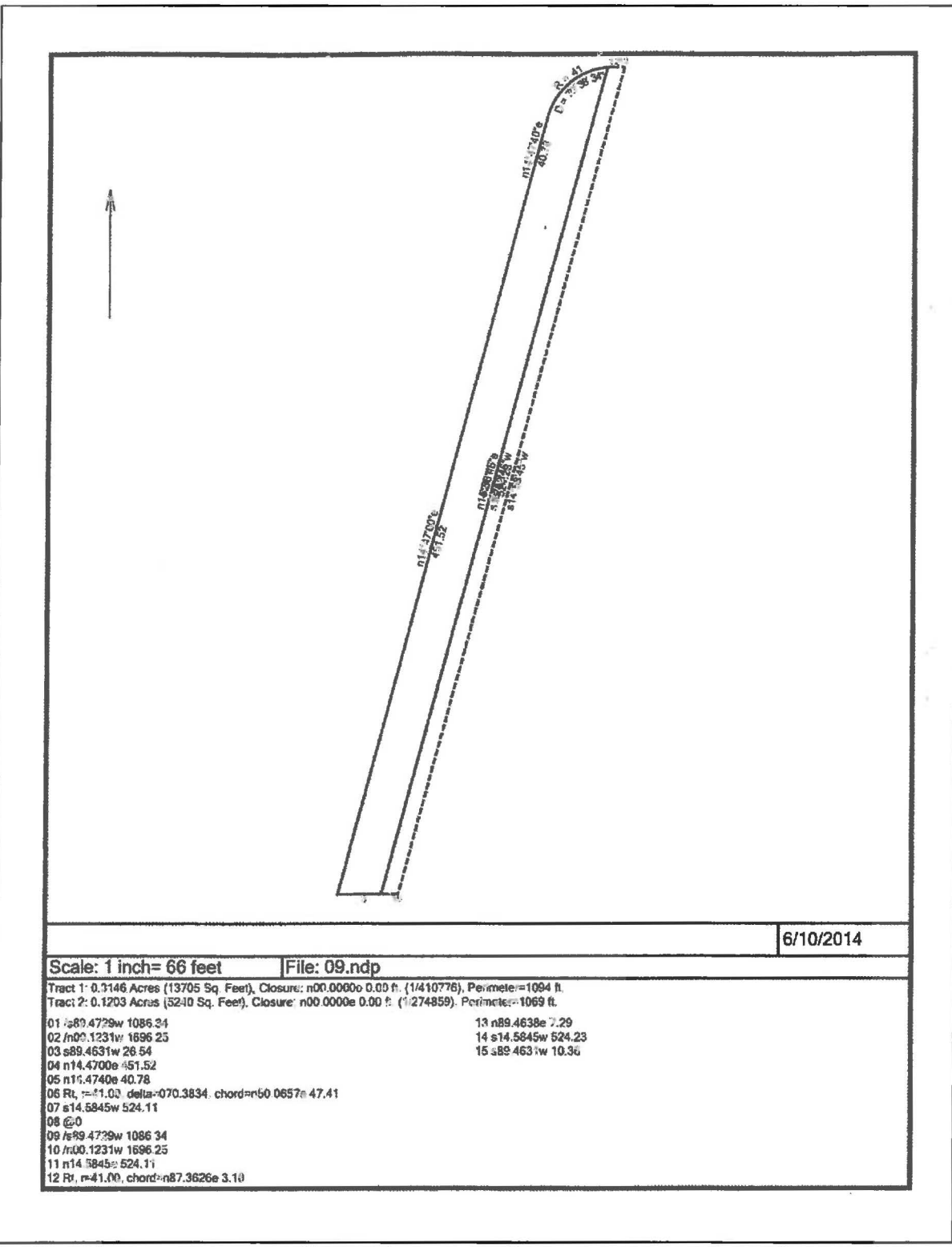
Scale: 1 inch= 120 feet

File: 07.ndp

Tract 1: 0.5114 Acres (22275 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1902 ft.
 Tract 2: 0.2127 Acres (9266 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/671636), Perimeter=1974 ft.

01 s89.4729w 1329.13	11 n89.4831e 10.36
02 n00.1231w 801.86	12 s14.5845w 920.77
03 s89.4924w 23.27	13 s89.4924w 10.36
04 n14.4703e 925.89	
05 n89.4831e 20.54	
06 s14.5845w 920.76	
07 @0	
08 s89.4729w 1329.13	
09 n00.1231w 801.86	
10 n14.5845e 920.76	

PARCEL No. 09



6/10/2014

Scale: 1 inch= 66 feet

File: 09.ndp

Tract 1: 0.3146 Acres (13705 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/410776), Perimeter=1094 ft.
 Tract 2: 0.1203 Acres (5210 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/274859), Perimeter=1069 ft.

- | | |
|--|---------------------|
| 01 s89.4729w 1086.34 | 13 n89.4638e 7.29 |
| 02 n00.1231w 1696.23 | 14 s14.5845w 524.23 |
| 03 s89.4631w 26.54 | 15 s89.4631w 10.36 |
| 04 n14.4700e 451.52 | |
| 05 n16.4740e 40.78 | |
| 06 Rt, r=41.00, delta=-070.3834, chord=n50.0657e 47.41 | |
| 07 s14.5845w 524.11 | |
| 08 @0 | |
| 09 s89.4729w 1086.34 | |
| 10 n00.1231w 1696.23 | |
| 11 n14.4700e 451.52 | |
| 12 Rt, r=41.00, chord=n87.3626e 3.10 | |

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 PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power 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 No. 07 - Assessor Parcel No. 27-36-276-001

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 89°47'29" West 1329.13 feet along quarter section line; thence North 00°12'31" West 801.86 feet to the POINT OF BEGINNING; thence South 89°49'24" West 23.27 feet; thence North 14°47'03" East 925.89 feet; thence North 89°46'31" East 26.54 feet; thence South 14°58'45" West 926.76 feet to the POINT OF BEGINNING.

Contains 22275 square feet or 0.511 acres, more or less.

Parcel No. 09 - Assessor Parcel No. 27-36-226-001

Commencing at the East quarter corner of Section 36, Township 3 South, Range 1 West, Salt lake Meridian; thence South 89°47'29" West 1086.34 feet along quarter section line; thence North 00°12'31" West 1696.25 feet to the POINT OF BEGINNING; thence South 89°46'31" West 26.54 feet; thence North 14°47'00" East 451.52 feet an angle point on the southerly boundary of Draper Industrial Park, Recorded in Book 94-9 Page 284 of official records; thence North 14°47'40" East 40.78 feet along said boundary to a curve to the right having a radius of 41.00 feet, a central angle of 70°38'34" and a chord that bears North 50°06'57" East 47.41 feet; thence along said boundary and said curve a distance of 50.55 feet; thence South 14°58'45" West 524.11 feet to the POINT OF BEGINNING.

Contains 13705 square feet or 0.315 acres, more or less.

On this ___ day of _____, 2014, before me, the undersigned Notary Public in and for said State, personally appeared _____ (name), known or identified to me to be the _____ (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed 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)

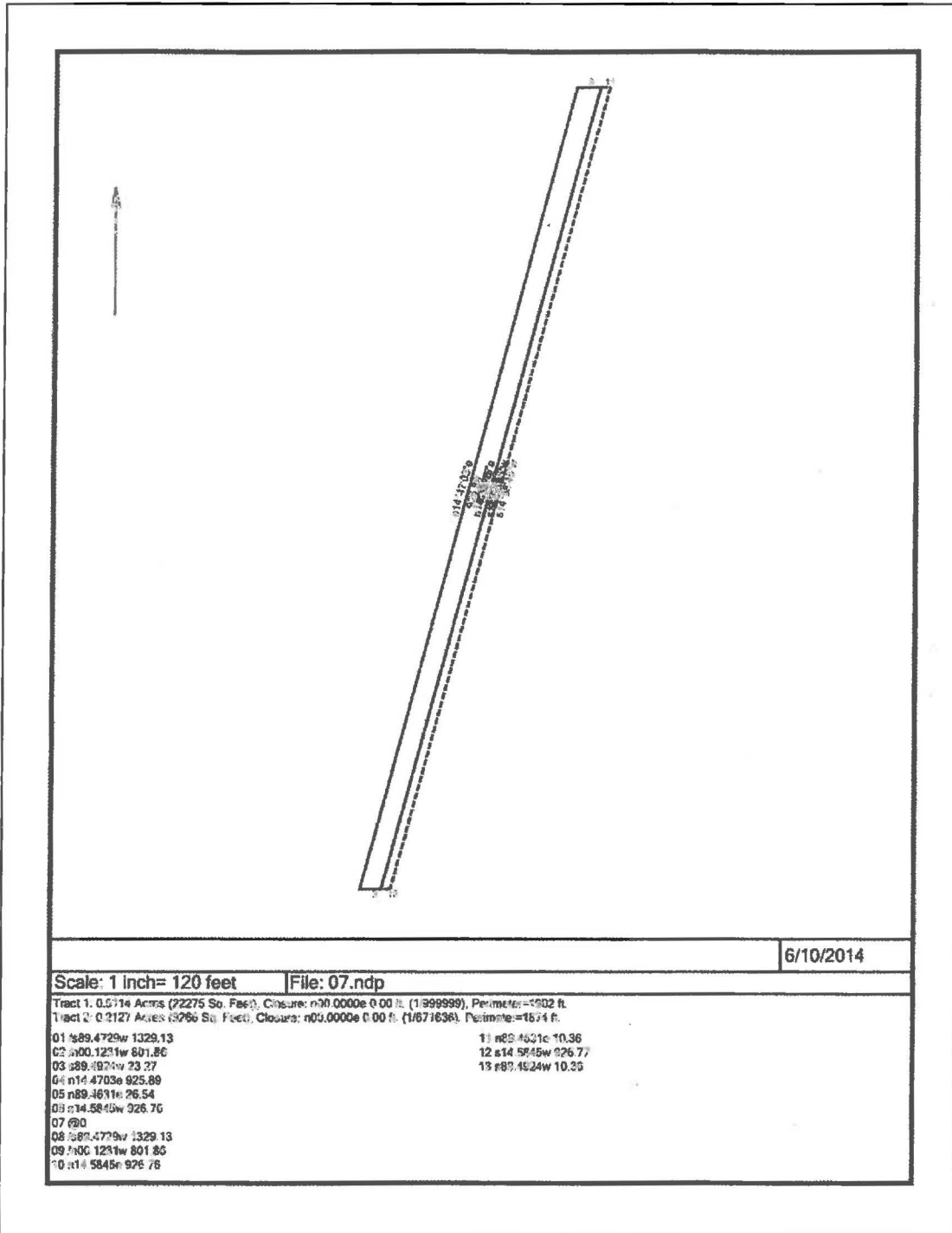
Residing at: _____ (city, state)

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

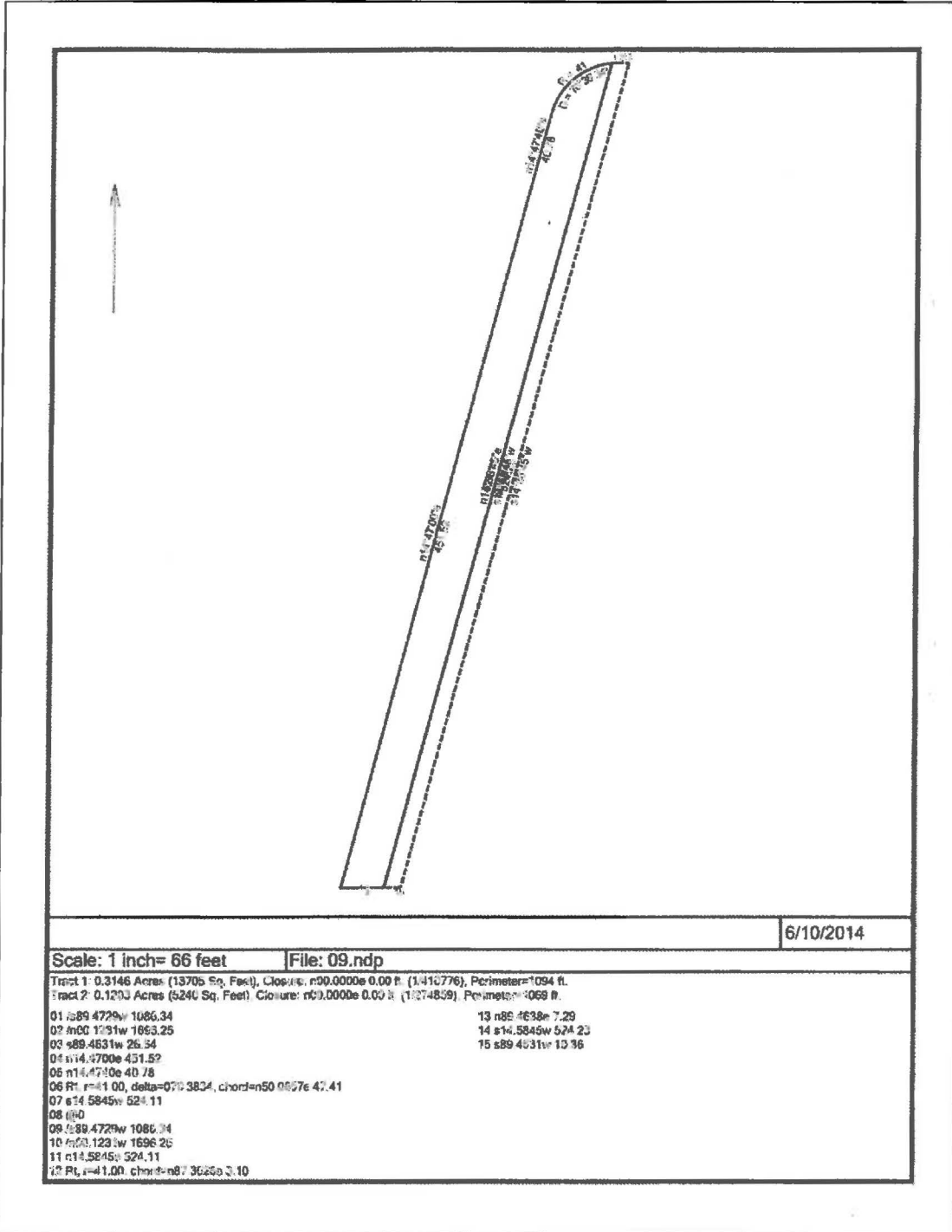
EXHIBIT "A"

See attached Parcels No. 07 and No. 09

PARCEL No. 07



PARCEL No. 09



ATTACHMENT B

Proposed Journal Entries

Proposed journal entries to record the sale of land parcels UTSL-0330 and UTSL-0337 to Draper City Utah

1

FERC Account	Description	Debit	Credit
421.1	Gain on Disposition of Property	11,782	
101	Plant in Service		11,782

To retire land parcels UTSL-0330 and UTSL-0337 to account 421.1 - Gain on Disposition of Property

2

FERC Account	Description	Debit	Credit
131	Cash	197,890	
421.1	Gain on Disposition of Property		197,890

To record cash proceeds from Draper City, Utah for the disposition of land parcels UTSL-0330 and UTSL-0337

3

FERC Account	Description	Debit	Credit
421.1	Gain on Disposition of Property	46,899	
254	Other Regulatory Liabilities		46,899

To allocate 25.1998% of gain recorded in account 421.1 - Gain on Disposition of Property, to the Oregon Property Sales Balancing Regulatory Liability account

4

FERC Account	Description	Debit	Credit
409.1	Income Taxes, Utility Operating Income	70,630	
236	Taxes Accrued		70,630
190.1	Accumulated Deferred Income Taxes	17,799	
411.1	Provision for Deferred Income Taxes-Credit, Utility Operating Income		17,799

To record current and deferred tax on the sale of land parcels UTSL-0330 and UTSL-0337 to Draper City, Utah