

Exhibit A

ENTRY No. 26942.

Robert Young and Annie T. Young his wife, Grantors, of Waship, Summit County, Utah, hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid by said Company, receipt whereof is hereby acknowledged the right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a single line of towers or other supports and necessary fixtures on and over the following tract of land in Summit County, Utah, to-wit:

Commencing on the North boundary of Grantor's land at a point 2100 feet West of the N. E. corner Sec. 36, Tp. 1 S., R. 4 E., S. L. M., thence running S. 33° 53' W. 4290 feet to angle point, thence S. 38° 41' W. 1250 feet to West boundary of Grantor's land; all contained within the N. W. 1/4 of N. E. 1/4 E. 1/2 of N. W. 1/4, N. 1/2 and S. W. 1/4 Sec. 36, Tp. 1 S., R. 4 E., S. L. M.

STATE OF UTAH (: ss. County of Summit. (

On the 27th day of September, A. D. 1916, personally appeared before me Robert Young and Annie T. Young, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Given under my hand and official seal. P. H. Neeley (Seal) Notary Public.

My commission expires August 18th 1918.

Approved as to Description A. E. Buckler

Approved as to form & execution B. S.

Recorded at the request of A. E. Buckler Dec. 22nd A. D. 1916, at 9 O'Clock A. M.

A. C. Hortin County Recorder.

ENTRY No. 26742.

H. C. Richins and Minnie Richins, His wife, Moroni Richins and Laura Richins, his wife, and Jared Richins and Ethel Richins, his wife, Grantors of Echo, Summit County, Utah, hereby convey and warrant to UTAH BOWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid by said Company, receipt whereof is hereby acknowledged, the right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a single line of poles or other supports and necessary fixtures, on and over the following tract of land in Summit County, Utah, to-wit:

Commencing at a point 825 feet West of the North 1/4 corner Sec. 25, Tp. 3 N., R. 4 E., S. L. M., thence running S. 37° 30' E., 1050 feet to angle point, thence S. 56° 05' E. 3380 feet to Township line.

Also commencing 538 feet East of the N. 1/4 corner Sec. 31, Tp. 3 N., R. 5 E., and running thence S. 30° 26' E. 1357 feet.

Also commencing 462 feet West of the East 1/4 corner of said Sec. 31, and running thence S. 30° 26' E. 960 feet to E-line of Section.

All contained within the N. 1/2 of Sec. 25 and N. E. 1/4 of S. E. 1/4 Sec. 25, Tp. 3 N., R. 4 E., and N. W. 1/4 of N. E. 1/4 and N. E. 1/4 of S. E. 1/4 Sec. 31, Tp. 3 N., R. 5 E., S. L. M.

WITNESS the hands of said Grantors, this 27th day of September, A. D. 1916.

Witness P. H. Neeley H. C. Richins Minnie Richins Moroni Richins Jared Richins Ethel Richins

STATE OF UTAH (: ss. County of Summit. (

On the 27th day of September, A. D. 1916, personally appeared before me H. C. Richins, and Minnie Richins, his wife, Moroni Richins and Laura Richins his wife, and Jared Richins and Ethel Richins, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Given under my hand and official seal. P. H. Neeley (Seal) Notary Public.

Approved as to Description A. E. Buckler Approved as to form & Execution B. S. My Commission Expires August 18th 1918.

Recorded at the request of A. E. Buckler Dec. 22nd A. D. 1916, at 9 O'Clock A. M.

A. C. Hortin County Recorder.

Exhibit B

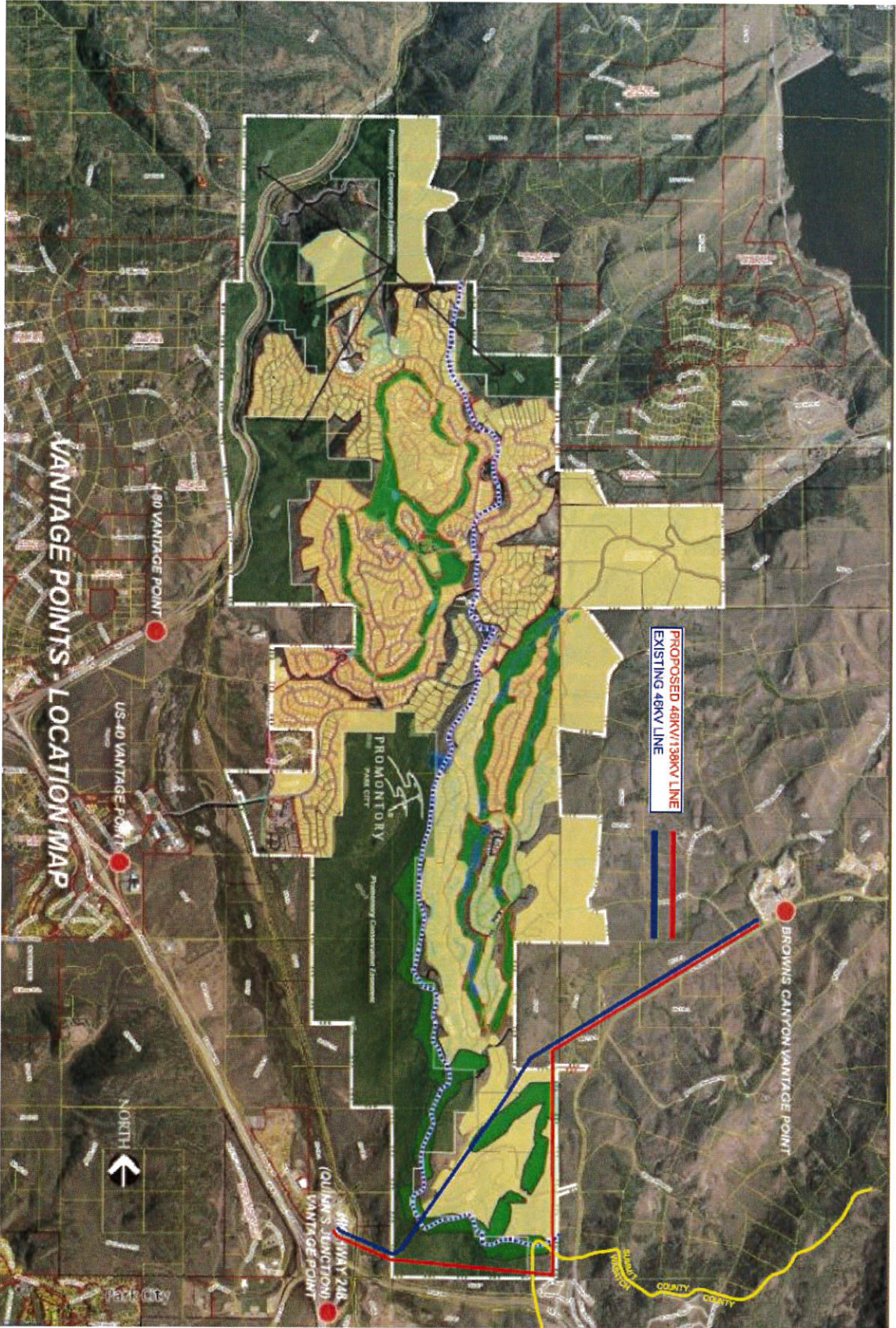


Exhibit CBA-2

Exhibit CBA-3

Promontory Development Southwest Wyoming to Silver Creek Transmission Project

Route	Route Name & Note	(Millions)		Pole Type	Length of Route (Miles)	RMP Acquired Right of Way
		Block Costs (a)	+/-50% Pole Count			
A	Existing ROW (1) Construction costs Right of Way (ROW)	\$1.39 1.35 0.04	20	18 Single Wood/2 Steel	1.4	
B (1)	RMP Proposed (2) Construction costs Right of Way (ROW)	\$1.39 1.39 0.00	20	17 Single Wood/3 Wood Guyed	1.4	10'
B(2)	RMP Proposed (3) Construction costs Right of Way (ROW)	2.07 2.07 0.00	20	17 Single Wood/3 Steel	1.4	60' provided by Promontory
C(1)	Promontory Boundary (4) Construction costs Right of Way (ROW)	\$2.90 2.9 0.00	35	30 Single Wood/5 Steel(non-guyed)	2.4	60' provided by Promontory
C(2)	Promontory Boundary (4) Construction costs Right of Way (ROW)	\$2.35 2.35 0.00	35	30 Single Wood/5 Steel(guyed)	2.4	60' provided by Promontory

Notes:

- 1- Preferred RMP Route, RMP Covers all costs and will build pole for pole where possible, RMP pays value of incremental ROW at appraised value.
- 2-RMP Accomodation Route (B1), All ROW will need to be provided by Promontory to RMP and construct road RMP will pay the incremental cost over the Route A.
- 3- RMP Accomodation Route (B2) Same location as B1 but uses 3 steel self supporting structures costing almost 3/4's of million \$ more This incremental difference would need to be paid by Promontory along with road construction and all easements.
- 4- If Promontory chooses this route, Promontory will be responsible for the construction cost differential between A and C routes and will need to sign a line relocation agreement, will need to pay for reengineering of this route in order to come up with detailed cost estimates used for an agreement, and must provide access.
Promontory would also need to get the easement from the landowner to the north as discussed.

IMPORTANT-- These costs are for comparison only. Alternative designs are available that will lower the costs of all alternatives. Route comparison costs will be between similar designs.

a- April 27, 2010

** This route has not yet been block estimated rather these figures should be very similar to Route A.

Exhibit C

Exhibit CBA-4

**CONSTRUCTION AGREEMENT FOR RELOCATION WORK
BETWEEN
ROCKY MOUNTAIN POWER
AND
PROMONTORY DEVELOPMENT, LLC
AND PROMONTORY INVESTMENTS, LLC**

This CONSTRUCTION AGREEMENT FOR RELOCATION WORK (“Agreement”), is entered into on this 30th day of December 2010, by and between PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power (“Rocky Mountain Power”), and Promontory Investments, LLC, an Arizona limited liability company, together with Promontory Development, LLC, an Arizona limited liability company (herein collectively referred to as “Promontory”), for work to be performed in relation to the removal and replacement of certain Rocky Mountain Power facilities (referred to respectively as the “Existing Facilities” and the “Replacement Facilities”) located in Summit County, Utah. Rocky Mountain Power and Promontory are each sometimes referred to herein as “Party” or collectively as “Parties.”

RECITALS

A. Rocky Mountain Power is constructing a new double-circuit 138 kV transmission line to replace an existing 46 kV line from Wyoming to a certain electrical substation in Summit County referred to as the Silver Creek Substation. The transmission line project is referred to as the Silver Creek Transmission Line Project or the “Project.”

B. The Project involves replacing a segment of the existing 46 kV transmission line (“Existing Facilities”) located within land owned by Promontory with the new double-circuit 138 kV transmission line (the “Replacement Facilities”).

C. For the benefit of existing and future development of the Promontory lands, Promontory has requested that the Project be located within an alternative alignment (the “Alternative Alignment”) on Promontory lands that will route the transmission line around the boundary of the property and away from areas that are or will be developed. Rocky Mountain Power shall construct the Replacement Facilities within the Alternative Alignment provided that Promontory pays the sum certain recited herein below and grants an easement on the boundary of its property to accommodate the Replacement Facilities in approximately the location indicated on attached Exhibit A.

D. Rocky Mountain Power shall perform the work necessary to remove the Existing Facilities, release and abandon the underlying easement, and install the Replacement Facilities, constructed in accordance with Rocky Mountain Power standards, in consideration of the covenants herein, and Promontory agrees to forego all its rights to just compensation and to grant a new easement, subject to all the terms and conditions of this Agreement provided all conditions specified herein are satisfied and this Agreement is not terminated by either party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree to the following terms and conditions.

SECTION 1: DESCRIPTION OF WORK

1.1 Scope of Work. Subject to the conditions precedent set forth in Section 1.4, Rocky Mountain Power agrees to remove that certain segment of the Existing Facilities located on the lands owned by Promontory as more particularly shown on the map attached hereto as Exhibit "A" and incorporated herein by this reference. Rocky Mountain Power shall construct the Replacement Facilities within the Alternative Alignment also as shown on Exhibit "A." Rocky Mountain Power shall commence actual construction of the segment of the Project on Promontory property no sooner than February 2012, in order to achieve settlement of legal issues related to the relocation provided for herein.

1.2 Project Easement. Promontory shall execute the transmission line easement agreement attached hereto as Exhibit "B" for the Replacement Facilities. The easement shall be executed and submitted with the Initial Payment, as described in Paragraph 2.1, on March 1, 2011. Consideration for the easement shall be Rocky Mountain Power's relocation of the Replacement Facilities and release of the easement for the Existing Facilities. The transmission line easement shall not be effective, and Rocky Mountain Power agrees not to record the same until the Conditions Precedent set forth in Section 1.4 below are satisfied. Recordation of the transmission line easement for the Replacement Facilities shall constitute acknowledgement by Rocky Mountain Power that such Conditions Precedent have been satisfied.

1.3 Removal of Existing Facilities and Easement. Rocky Mountain Power shall remove the Existing Facilities, including all poles, wires, stakes, guy wires, conduit, concrete bases, if any exist, two feet below grade, and other appurtenances, and to fill all excavations and otherwise restore any damage to the underlying ground and natural vegetation caused by such removal (including drainage control where necessary) within 90 days after the completion and energization of the Replacement Facilities, weather permitting. If removal cannot be completed due to weather conditions, Rocky Mountain Power shall remove the Existing Facilities as soon as reasonably practical. Within 30 days of completion of the removal of the Existing Facilities, and after Promontory has paid the entire amount for the project, Rocky Mountain Power agrees to execute and deliver to Promontory a release in recordable format of all of its right, title, and interest in and to the existing easement underlying the Existing Facilities.

1.4 Conditions Precedent.

(a) A certain segment of the Alternative Alignment requires that the Project is constructed within a new alignment on property not owned or controlled by Promontory (the "Rogers Property") and for which Rocky Mountain Power

will need to obtain additional replacement rights. The terms set forth herein and the agreement to construct the Relocated Facilities within the Alternative Alignment shall be conditioned upon Rocky Mountain Power obtaining an easement for that portion of the project within the new alignment on the Rogers Property, approximately as shown on Exhibit "A" or otherwise in order to provide a connection to the Alternative alignment, on terms acceptable to Rocky Mountain Power. If Rocky Mountain Power is unable to obtain the necessary easement rights for the Project on the Rogers Property by March 1, 2011, either Rocky Mountain Power or Promontory shall have the right to terminate this Agreement by written notice to the other delivered within 30 days of such date.

(b) Rocky Mountain Power has entered into this Agreement without having completed the necessary environmental work and analysis to determine whether Rocky Mountain Power can obtain permits necessary to build the Relocated Facilities within the Alternative Alignment. Such environmental and permitting work will be conducted by Rocky Mountain Power using commercially reasonable efforts and at its expense prior to construction. In the event environmental issues or restrictions are discovered that preclude the construction of the Relocated Facilities within the Alternative Alignment, materially increase Project costs, or cause a material delay to the Project, Rocky Mountain Power may at any time prior to commencement of construction terminate this Agreement by giving notice to Promontory and refunding the Initial Payment and Final Payment (to the extent such payments may have been already made by Promontory) and returning the unrecorded transmission line easement to Promontory or, if the easement has been recorded, recording the release of the transmission line easement provided by Promontory as required in Section 2.1 hereinbelow.

1.5 Access to and Ownership of Rocky Mountain Power Facilities. The Existing Facilities and the Replacement Facilities shall at all times be and remain the property of Rocky Mountain Power. Rocky Mountain Power shall design, construct, install, and operate the Replacement Facilities in accordance with Rocky Mountain Power standards.

1.6 No Dedication of Facilities. The undertakings of Rocky Mountain Power under this Agreement are rendered strictly as an accommodation for consideration and do not constitute the provision of a public utility service, or the dedication of all or any portion of the Rocky Mountain Power electric system to Promontory, the public, or any third party.

1.7 Term of Agreement. This Agreement shall, unless terminated by either party as provided for herein, be effective upon the date executed by both Parties, and shall remain in effect until the Replacement Facilities have been completed, the Existing Facilities have been removed, and until each Party has satisfied its obligations hereunder to the other, including without limitation any payment obligations and, shall continue in effect to the extent necessary to provide for final billings, billing adjustments, and the

determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

SECTION 2: PAYMENT FOR CONSTRUCTION COSTS

2.1 Relocation Costs. Promontory agrees to pay the sum of \$275,000 for its share of the cost to build the Replacement Facilities in the Alternative Alignment. An initial payment ("Initial Payment") in the amount of \$75,000 shall be paid to Rocky Mountain Power on March 1, 2011 for Rocky Mountain Power's cost for the design and other preliminary work on the Replacement Facilities. The Initial Payment shall be nonrefundable except as provided in Paragraph 1.4(b). The obligation to pay the remaining balance in the amount of \$200,000 (the "Final Payment") shall be paid to Rocky Mountain Power on or before January 1, 2012. Rocky Mountain Power shall have the right to record a trust deed or other similar security interest against a Promontory residential custom lot with as assessed taxable value of no less than \$200,000, which lot shall be mutually agreeable to Rocky Mountain Power and Promontory and must be identified prior to March 1, 2011, as security for Promontory's obligation for full and complete payment of the \$200,000 Final Payment. If the Parties cannot agree on the lot to be used as security for Promontory's obligation for Final Payment by March 1, 2011, this Agreement shall be terminated. The trust deed may be recorded March 1, 2011 and shall be released of record promptly upon Promontory's making its Final Payment as required hereunder. Promontory and Rocky Mountain Power shall mutually agree on the form of Deed of Trust and form of Release for recording by Rocky Mountain Power as provided in this Section 2.1.

2.2 Payments. Relocation payments shall be made to the following address:

Attention: Contract Administrator
C&I Account Management
825 NE Multnomah, Suite 800
Portland, OR 97232

SECTION 3: LIMITATIONS ON LIABILITY; WARRANTIES; INDEMNIFICATION

In the event of a material breach of this Agreement, under no circumstances shall either Party be liable to the other Party for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related hereto howsoever caused, whether or not arising from sole, joint or concurrent negligence; and without affecting any other limitations of this Agreement, each Party's liability to each other shall in every event be limited to the payment or refund of amounts due hereunder. This paragraph shall have no application to any rights relating to condemnation or condemnation proceedings in the event of this Agreement's termination, and Promontory's rights to compensation in any such proceedings shall be completely unaffected by anything herein.

Rocky Mountain Power warrants that its work shall be consistent with prudent utility practices. ROCKY MOUNTAIN POWER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.

The parties hereto each agree to indemnify, defend and hold harmless the other and their officers, directors, agents, and employees and successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by a party hereto and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of a party hereto, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. This indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The parties' obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence or intentional or willful misconduct of the other party.

SECTION 4: FORCE MAJEURE

Neither Party shall be subject to any liability or damages for failure to perform their respective obligations hereunder to the extent that such failure shall be due to causes beyond the control of the Party claiming force majeure protection, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. The Party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

SECTION 5: MISCELLANEOUS PROVISIONS

5.1 Attorney's Fees. In any suit or action, arising out of or related to this Agreement involving a claim, counterclaim or cross-claim made by any Party against any other Party, the substantially prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such substantially prevailing Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

5.2 Governing Law. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance

with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the state of Utah. Each Party hereto agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby or thereby, may only be brought before the federal courts located within Salt Lake County in the state of Utah, or state courts of the state of Utah located in Summit County, and each Party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party hereto waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason, service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

5.3 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, Promontory shall not assign this Agreement to any successor without the prior written consent of Rocky Mountain Power, which consent shall not be unreasonably withheld.

5.4 No Third-party Beneficiaries. Nothing contained in this Agreement shall be construed to create an agency relationship, association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to any third party.

5.5 Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

5.6 Amendment. This Agreement may not be modified or amended except by the written agreement of the Parties. No modification to this Agreement shall be deemed to be a waiver and binding unless in writing and signed by the party to be bound.

5.7 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


free to assert any and all rights, claims, and defenses that were otherwise available to them notwithstanding entering into this Agreement.

SECTION 6: INTEGRATION

This Agreement replaces and supersedes in the entirety all prior agreements among the Parties related to the same subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first herein written.

PROMONTORY

By: 
Name: Richard A. Smuty
Title: Managing Director

ROCKY MOUNTAIN POWER


By: 
Name: PAUL RADAKOVICH
Title: VP, OPERATIONS

Exhibit D



Community Development Department
 P.O. Box 128
 60 North Main Street
 Coalville, Utah 84017
 Phone: 435-615-3124
 Fax: 435-615-3046
 www.summitcounty.org

APPEAL OF A DECISION APPLICATION FORM

Owner(s) of Record:

Name: Rocky Mountain Power Phone: 801-565-6365 or 801-220-4858

Mailing Address: 1407 West North Temple

City: Salt Lake City State: Utah Zip: 84116

E-Mail Address: chad.ambrose@pacificorp.com or benjamin.clegg@pacificorp.com Fax: 801-565-6366

Authorized Representative to Whom All Correspondence is to be Sent:

Name: Chad Ambrose Phone: 801-565-6365

Mailing Address: PO Box 39

City: Midvale State: Utah Zip: 84074

E-Mail Address: chad.ambrose@pacificorp.com Fax: 801-565-6365

Project Information:

Parcel #: Phase 2 Subdivision Name: RMP Transmission Line

Address: Coalville to Browns Canyon Section: Township: Range:

Do you currently have constructions plans turned in for Building Permit review? YES (plan check #) NO NO

Description of Appeal (please use additional sheets if necessary):

Appeal of Eastern Summit County Planning Commission denial of conditional use permit.

Please see reasons for appeal attached.

FOR OFFICE USE ONLY

\$400.00

Snyderville Basin

Eastern Summit County


RECEIPT #: _____ DATE RECEIVED: 14 DEC 2015 RECEIVED BY: SL

OWNER(S) ACKNOWLEDGEMENT

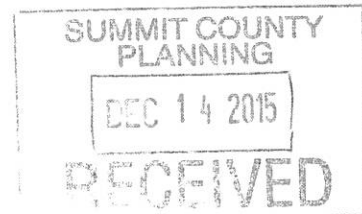
All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid. Notification and publication fees for required public hearing notices (individual notices mailed to property owners - \$2.00 per notice; 14 day publication of legal notice in local newspaper - cost of notice) will be billed to applicant at the time a hearing is scheduled. Notification fees must be paid within 10 days of billing.

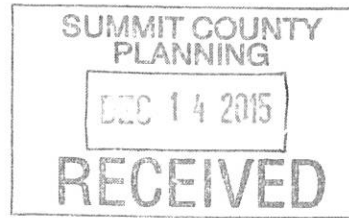
PLEASE NOTE REGARDING FEES; the payment of fees and /or the acceptance of such fees by County Staff does not constitute any sort of approvals, vesting, or signify that the application is complete or appropriate in any manner. The collection of fees is simply a requirement to begin the review process that will ultimately make such determinations.

I hereby declare under penalty of perjury that this application form, and all information submitted as part of this application form is true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application form be incorrect or untrue, I understand that Summit County may rescind any approval or sufficiency determination, or take other appropriate action.

Owner(s) Signature:  Date: 12-14-15

Print Name: Chad Ambrose Date: 12-14-2015





201 S. Main Street, Suite 1100
Salt Lake City, Utah 84111
main 801.328.3131
fax 801.578.6999
www.stoel.com

December 14, 2015

D. MATTHEW MOSCON
Direct (801) 578-6985
dmoscon@stoel.com

BY HAND DELIVERY

Summit County Council
Attn: Madame Chair Kim Carson
P.O. Box 128
60 North Main Street
Coalville, Utah 84017

**Re: Notice of Appeal: Rocky Mountain Power's Conditional Use Permit Application
Transmission Line Upgrade Eastern Summit County- File 2014224**

Dear Madame Chair Carson:

This law firm represents Rocky Mountain Power (the "Company"). The Company filed a conditional use permit application (the "Application") for a portion of the Croydon-Silver Creek Phase 2 Transmission Line Upgrade Project located within Summit County (the "Project"). On Thursday, December 3, 2015, after several public hearings spanning more than a year and countless hours of work by the Company to address the Eastern Summit County Planning Commission's (the "Planning Commission") questions and concerns, the Planning Commission denied the Application. The written decision outlining the Planning Commission's conclusions was provided to the Company by letter dated December 4, 2015. The Company hereby appeals to the Summit County Council (the "County Council") the Planning Commission's December 3, 2015 decision denying the Application. This appeal has been submitted within the ten-day appeal period.

The Planning Commission erred in its decision to deny the Application. While the parties involved in the Application proceeding, including the Planning Commission, acknowledge the upgraded transmission facilities are necessary to meet the increasing demand on the Company's electric system within Summit County, the Planning Commission denied the Company's Application with little regard to the facts and evidence provided by the Company and the County's own staff. The Planning Commission's decision ignored clear and uncontradicted evidence and disregarded the law, and instead relied on unsubstantiated concerns, conjecture, speculation and public clamor as the basis of its decision. The County Council, however, cannot sustain a decision by the Planning Commission that ignores uncontradicted, credible evidence to the contrary and, therefore, the Planning Commission's decision should be reversed.



Summit County Council

December 14, 2015

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Under Utah law, a local land use authority's decision involving the grant or denial of a conditional use permit is arbitrary and capricious if it is not supported by "substantial evidence." *Ralph L. Wadsworth Construction, Inc. v. West Jordan City*, 999 P.2d 1240, 1242 (Utah App. 2000). Considering both the evidence that supports and the evidence that detracts from the Planning Commission's decision denying the Application, it is clear that the decision was not based on "substantial evidence." In fact, there appears to be no actual evidence in support of the Planning Commission's decision. The "findings" in support of the Planning Commission's decision appear to be based on unsubstantiated concerns, conjecture, speculation and, in particular, public clamor. Although consideration of public comments is important, those comments cannot be the basis of a decision unless they provide actual evidence for the decision made, especially when there exists uncontradicted, credible evidence to the contrary. Utah courts have long recognized that adverse public comment alone is insufficient to provide a legal basis for denial of a conditional use permit. *Ralph L. Wadsworth Constr.*, 999 P.2d at 1243. "[W]hile there is no impropriety in the solicitation of or reliance on the advice of neighboring landowners, the consent of neighboring landowners may not be made a criterion for the issuance or denial of a conditional use permit." *Davis County v. Clearfield City*, 756 P.2d 704, 712 (Utah Ct. App. 1988). In this case, the Planning Commission could not rely on mere emotion, unsubstantiated allegations, or public opposition or expressions of concern for property values, public safety and welfare. Rather, it had to instead rely on facts and base its decision objectively on the applicable criteria for approving conditional use permits. The Planning Commission failed to do so in this case.

The record before the Planning Commission provides substantial evidence of the (1) Project's compliance with the applicable land use regulations, (2) the appropriateness of the transmission line's location, (3) the Company's legal rights to the transmission line corridor, and (4) the nature, scope and adequacy of the mitigation measures proposed by the Company to address any potential adverse impacts of the Project. Notably, the evidence proffered by the Company is consistent with the Findings of Fact and Conclusions of Law found in the Staff Report dated November 19, 2015, and the Summit County planning staff's analysis, as well as the legal opinion of the Summit County Attorney's office. The Planning Commission itself tacitly affirmed that the use is appropriate when it granted a conditional use for "phase 1" of this same project in spring 2015. The only difference between phase 1 and this segment (phase 2) is the fact that four property owners in phase 2 did not agree to provide new fixed-width easements; nevertheless, the existing centerline easements are more than adequate to give the Company the rights it needs to rebuild the Project in the same location.



Summit County Council
December 14, 2015
Page 3

The Company's Evidence provided to the Planning Commission

Throughout the Application process, the Company provided ample information to the Planning Commission regarding the need for the Project in order for the Company to meet the increasing demand for electricity in Summit County and throughout the State of Utah, along with extensive information in support of the Application.

During the Application process, the Company demonstrated that the existing location of the transmission line, a location that has been used as a transmission corridor for nearly 99 years, continues to be the appropriate location for the Project. The proposed location and use of the Project is along the same power transmission corridor that has been in use since 1916. These facts were not in question. The transmission use long predates any of the structures constructed by the surrounding landowners, and there is certainly no evidence that the surrounding landowners were under the impression that the Company would abandon the transmission corridor or convert the use of the corridor to any other use. Yet in the face of this history and the facts, and without adequate explanation, the Planning Commission concluded that the continued use of the Company's nearly century-old transmission corridor for a transmission line (the same use for which the transmission corridor has been used for nearly 100 years) was no longer appropriate. The Planning Commission's conclusion has no basis in fact or law.

This application was filed because the Company needs to rebuild the line to improve overall system reliability in Summit County and provide additional capacity for future growth. This necessitates an increase in pole heights, which in turn required the Company to file its Application for a conditional use. Under Section 11-3-14 of the Summit County Development Code, "Utility Towers and associated transmission and distribution lines greater than 45 feet in height" are conditional uses in six of the eight zones and "low-impact" uses in the remaining two zones. However, towers that are lower than 45 feet are "allowed" uses in three zones and "low-impact" uses in the other five, and are not conditional uses in any zone. Allowed uses do not require any application or approvals, and "low-impact" uses are "projects and activities that are considered to have little or no impact on the public health, safety and general welfare" and may be approved administratively by County planning staff. This contrast indicates that the proper measure for potential negative impacts is the difference between a transmission line where the poles are equal to or less than 45 feet in height, and one that is over 45 feet high. This is especially true in this case, where the Company is rebuilding an existing line; the proper way to analyze the potential impacts are in comparison to the line that has been operating in the same location for almost 100 years.



Instead, it appears the Commission is attempting to coerce the Company into paying for a relocation of the line. This is evidenced by the Commission requiring the Company work with adjacent land owners to find an alternate route for the Project. The Company did as requested by the Commission and produced an estimate of the excess costs. Under the Utah Facility Review Board Act, the requesting party, in this case the County, is responsible for all excess costs above the Company's standard costs. The Company was willing to consider alternate routes and even obtained a route it would accept but the County was unable to fund their requested re-route in the current or foreseeable budget cycle.

The Commission raised several concerns during the many public hearings that were held, each of which was addressed by the Company. When concerns were expressed about the effect of electromagnetic fields (EMFs), the Company submitted written documentation that shows that EMFs have not been linked to greater instances of negative health effects. The Company also provided a demonstration at a work session (which, unfortunately, was only sparsely attended by Planning Commission members) showing the EMFs that are emitted by common household objects at a much higher threshold than the power line. However, to the extent that members of the public may have concerns about the presence of EMFs, the Company presented information in public hearing to show that any EMFs would actually decrease with the rebuild because (1) as voltage goes up (from 46kV to 138kV in this case), the field actually decreases; and (2) the pole heights are being increased which moves the field even farther from the ground, and since EMFs decrease exponentially with distance, the net effect is a substantial decrease in EMFs from present conditions.

Concerns were raised about stray voltage, which were addressed by the Company by providing testimony in open meetings and written documentation, showing that stray voltage from alternating current (AC) lines is rare, and is almost always caused by a lack of proper grounding by the customer.

The Company further provided to the Planning Commission conclusive evidence of the Company's legal right to construct and maintain the Project in the proposed transmission corridor, as established by centerline easements held by the Company dating back to 1916. The Company successfully negotiated with 202 property owners for this Project, to update the old centerline easements to fixed-width easements that more clearly delineate each party's respective rights and responsibilities; however four property owners in the Coalville area declined to update the easements on their properties. **Nevertheless, the Company does not need fixed-width easements nor any other kind of consent from these property owners because the 1916 easements remain valid and provide sufficient rights for the Company to rebuild this line. When the previous landowners granted these easements nearly a century ago they consented, expressly, for**



the alignment to be used as a “power transmission line”. The ongoing validity of these easements was confirmed during the Application process, and is not in question. Yet again, in the face of refuted evidence, the Planning Commission arbitrarily concluded that the long-held easements did not establish the requisite landowner approvals for approval of the Application. In the absence of a clear basis for the Planning Commission’s decision on this point, the Company is left to speculate that the Planning Commission believes that the Company’s inability to secure fixed width easements with four of the landowners in some way invalidated the easement rights held by the Company under the existing centerline easements. Simply stated, on this point, the Planning Commission’s position is wrong, is contrary to the County Attorney’s own interpretation of the existing easements, and finds no support under the law.

The Company operates thousands of miles of transmission lines, and is acutely aware of the potential impacts of such facilities, and has extensive experience in implementing mitigation measures to address such impacts. In this case, the Project consists of rebuilding transmission facilities that has been in place for nearly a century. Real or perceived impacts related to the transmission line siting occurred in 1916 when the original line was constructed and, certainly, the impacts of a rebuild would be limited. That means that in this case, the very reconstruction of the line provides its own mitigation from existing conditions. As a part of the rebuild, the Company performed a clearance analysis along the line route and determined that the line as currently constructed meets all National Electrical Safety Code requirements. The Company designed the proposed rebuild to ensure all clearances are increased. Also, the Company is willing to move structure locations north and south within the same alignment, when possible and requested by the landowner, to facilitate the landowner’s utilization of the property more fully. As with the Company’s other transmission facilities, the Company is fully committed to implementing the necessary measures to reduce the impact of the Project on the surrounding community. The Company clearly made this point to the Planning Commission. Any denial on the grounds of lack of mitigation is tenuous; this is an existing power transmission line and it is proposed to be a power transmission line. There are little, if any, impacts to mitigate because the use remains the same as it has for nearly 100 years, with improved use and clearance from existing conditions.

Nonetheless, the Planning Commission dismissed the Company’s mitigation plans and concluded that continuing a transmission use within the century-old corridor would so adversely impact the public health, safety and welfare that such use could not be approved. As with the Planning Commission’s other findings, this finding is arbitrary and capricious, without support in the facts. It is important to consider the big picture. Rocky Mountain Power has transmission lines located in all types of development zones, including residential and agricultural. The zones where the debate exists are both agricultural and highway commercial, neither is residential. The



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landowners claim this is a residential neighborhood. While residential homes both full-time and part-time do exist along the alignment, those buildings were built after the line had been in place for some time. Empirical evidence supports that transmission lines do not impede growth around adjacent areas. This is exactly what has happened in this case. These property owners built their homes and farms around the line, and now they and the Planning Commission seem to be demanding that the Company correct the problems the property owners themselves created.

Summit County Staff Report

In addition to the extensive evidence provided by the Company in support of the Application, the Summit County also provided to the Planning Commission a series of Staff Reports (issued over the course of about a year) which support approval of the Application. The Planning Commission, however, appeared to have ignored each Staff Report. To this point, a direct comparison, as outlined below, of the Planning Commission's decision as outlined in the December 4, 2015 letter against the County planning staff's most recent analysis, findings and conclusion contained in the November 19, 2015 Staff Report (in italics below), is revealing. In each case, the Planning Commission's findings directly contradict, without explanation, the findings in the Staff Report.

1. Planning Commission Conclusion 1 - Appropriateness of Use

- a. Planning Commission Finding - As proposed, the proposed use is not appropriate in the particular location, taking into account the nature of the use, its relationship to surrounding land uses and its impact on the natural environment.
- b. Staff Report Analysis - *Standard 1: The proposed use shall be appropriate in the particular location, taking into account the nature of use, its relationship to surrounding land uses and its impact on the natural environment. **COMPLIES***

Analysis: The use has been located in this corridor since 1916. No change in the use of the corridor is proposed. The majority of the proposed upgrade will take place by replacing existing poles within an established power line corridor where Rocky Mountain Power has existing easements. Most land owners within the proposed corridor have provided approval for the alignment of transmission lines in this location



by providing easements to the applicant. Landowners that have not agreed to a new easement remain bound by the 1916 easement.

c. Staff Report Conclusions of Law -

- i. *The use of this corridor as a power transmission line is appropriate as the location has been agreed upon by affected landowners who have signed easements granting Rocky Mountain Power authority to build and maintain a transmission line within the easement area.*

2. Planning Commission Conclusion 2 - Landowner Approval

- a. Planning Commission Finding - As proposed, the applicant has not presented evidence to show approval of the landowner for the particular use.
- b. Staff Report Analysis - *Standard 4: The applicant shall present evidence to show approval of the landowner for the particular use, unless the land is owned by the applicant, in such case, applicant shall submit proof of ownership. **COMPLIES***

Analysis: Negotiations for a revised alignment have failed. The Summit County Attorney's office has previously given legal opinion that the existing recorded easements are sufficient for Rocky Mountain Power to upgrade poles in this area

c. Staff Report Findings of Fact -

- i. *Rocky Mountain Power holds easements with each affected property to install a power transmission line through the established corridor. All easements are recorded in the Summit County Recorder's office.*
- ii. *Summit County considers the granting of easements as evidence of landowner approval for a particular use.*



3. Planning Commission Conclusion 3 - Mitigation

- a. Planning Commission Finding - As proposed, the use will adversely affect, in a significant manner, the public health, safety, and welfare.
- b. Staff Report - *Standard 6: The use will not adversely affect, in a significant manner, the public health, safety, and welfare. **COMPLIES***

Analysis: The proposal will raise the height of the transmission lines above the ground. The increased distance from existing homes and agricultural operations will thus decrease potential impacts from electromagnetic field generation or stray voltage.

- c. Staff Report Conclusions of Law -
 - i. *The transmission line has been located in specific locations to reduce visual and economic impacts of residents who live near or have active agricultural operations near the transmission line.*
 - ii. *The proposed alignment will move the transmission line away from homes and agricultural operations. The increased distance from homes will decrease the potential impacts from electromagnetic field generation or stray voltage.*

Conclusion

The Project is required by the Company in order to meet its statutory mandate to provide safe, reliable, adequate and efficient electricity service to the Company's customers in Summit County, throughout Utah, and the other states the Company serves. This line is critical to the customers in Summit County and its constituents. Summit County's land use ordinances require the Company to obtain a conditional use permit prior to constructing the Project. The Planning Commission's unfounded denial of the Application prohibits construction of the Project, thereby preventing the Company from complying with its statutory mandate. The Planning Commission's decision was based on insufficient and impermissible grounds and, therefore, the Company requests the County Council reverse the Planning Commission's decision and approve the Company's Application.

This notice of appeal letter is accompanied by the Application packet provided to the Planning Commission during the conditional use permit review process, outlining the facts and



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information in support of the Company's Application. The Company expressly reserves the right to provide further information, and both written and verbal corroborating evidence and other arguments to the County Council in support of this appeal. The Company respectfully requests that the facts be reviewed and that the Planning Commission decision for denial be overturned and that an expeditious approval of the Conditional Use Application be made.

Respectfully submitted this 14th day of December, 2015.

STOEL RIVES, LLP

D. Matthew Moscon

D. Matthew Moscon

Richard R. Hall

Attorneys for

Rocky Mountain Power

Exhibit E

1 all. One is clearly out of our ridge line ordinances and
2 two I am still a little bit fuzzy with that I still don't
3 see how that mitigates what the pieces that we are supposed
4 to go by. I still don't see that.

5 MS. DUGGAN: Why don't we go through the pieces
6 that we are supposed to go by and see. Lets talk about that
7 a little bit. Does everybody agree to do that?

8 CHAIR ECKERSLEY: I am willing to do that. I am
9 also willing to accept a motion and then discuss the
10 motion. Is anybody prepared to make a motion yet.

11 MS. DUGGAN: I don't think that we can make a
12 motion until we discuss these issues.

13 CHAIR ECKERSLEY: That is your call.

14 MS. WARDELL: I think that we need to decide and
15 yes I think we need to go through the things.

16 CHAIR ECKERSLEY: We appreciate the work that
17 staff has put together in our reports. We are looking at
18 staff report that is dated January 21, 2016 and if you
19 would turn over to page four those are the findings and the
20 staff's response to the eight matters. Below that is the
21 ridge line issue. Then you go over to page six and you get
22 to possible findings. I haven't counted how many bullets
23 those are.

24 I would suggest that if we are going to discuss these
25 issues which is great lets do it in the same order that the

1 Planning staff has written their report for us. Do you
2 agree with that?

3 MS. DUGGAN: Yes.

4 MS. WARDELL: Yes.

5 MR. BILLS: Yes.

6 MR. COOMBS: Yes.

7 CHAIR ECKERSLEY: You don't have to discuss them
8 all but why don't we start with page four, five, six and
9 seven and pick out any of the bullets you want to discuss.

10 MS. DUGGAN: Well, the first bullet point is the
11 application complies with all of the requirements of Title
12 16 and we have already discussed, at least in my opinion
13 that the ridge line is violated so that violates code on
14 Option One. Anissa has indicated that she wouldn't consider
15 Options Three or four. I tend to agree with that. Does
16 everyone else agree with that too?

17 MR. BILLS: Yes.

18 MR. COOMBS: Yes.

19 MS. WARDELL: Yes.

20 MS. DUGGAN: So we are really talking about maybe
21 Option Two possibly right?

22 MS. WARDELL: Yes.

23 MR. RICH WOLPER: I am sorry to interrupt you but
24 this is just too big of a deal with us. Option Two that is
25 not accurate. We have done our own analysis and they have

1 put up on Option Two three different times. They had it at
2 forty-five feet, fifty-five feet and sixty-five feet. At
3 fifty-five feet it goes above the ridge line. I gave that
4 information to the County. I just wanted to re-emphasize
5 that. They are saying that it is not though.

6 CHAIR ECKERSLEY: The staff report that we are
7 reading says mitigating any impacts in staff's opinion
8 would require the moving poles further away from the
9 dwelling.

10 MR. RICH WOLPER: I was just saying that Option
11 Two does go above the ridge line.

12 CHAIR ECKERSLEY: Right.

13 MS. DUGGAN: We did not have that information did
14 we?

15 CHAIR ECKERSLEY: No.

16 MS. DUGGAN: I didn't.

17 MR. RICH WOLPER: We done our own analysis.

18 MR. REUTZEL: In the statement that we submitted
19 Exhibit A is a statement from an engineer that shows that.

20 CHAIR ECKERSLEY: Well, staff tends to agree that
21 the Option Two to get into compliance would require a move
22 is that accurate? It would require moving the poles further
23 away from the dwellings.

24 MR. SMITH: I think that I am referring to the
25 conditional use aspect up there.

1 CHAIR ECKERSLEY: That is correct.

2 MR. SMITH: If Option Two and they are saying that
3 it complies with the ridge line, I think that before we
4 issue any building permits on that we would want to see
5 elevations and everything to ensure that those are going to
6 be below the ridge line. Because if we issue a permit based
7 on them saying that they are complying with the ridge line
8 and they put a pole up and they are violating it from that
9 viewing platform. There is an obvious problem.

10 CHAIR ECKERSLEY: What you are saying on page four
11 with regard to conditional use permit it doesn't meet that
12 with the poles being in their current proposed locations?

13 MR. SMITH: I think my feeling was that even if
14 they complied with the ridge line ordinance it is still one
15 hundred and five feet away. You still have got to mitigate
16 the aspects of that conditional use. One hundred and five
17 feet with an eighty-five or sixty-five foot pole, in my
18 opinion, does not comply with it.

19 CHAIR ECKERSLEY: That is the way that I read your
20 findings and then your recommendation.

21 MR. HALL: Just to clarify. I am looking on page
22 four number one. The applicant has provided photo
23 simulations of Option Two with the proposed poles that
24 would be in Wasatch County and it appears that they will be
25 under the ridge line, however the poles in Summit County

1 that are part of the system will violate the ridge line.

2 CHAIR ECKERSLEY: We are talking about two
3 different things. I will let Doug respond to you. We are
4 talking about the ridge line one and then we are talking
5 about conditional use.

6 MR. SMITH: Obviously we don't have no
7 jurisdiction over Summit County or control over what they
8 do. So obviously poles would violate the ridge line if
9 their ordinance says they can. I just wanted to let them
10 know that even with Option Two there would still be a ridge
11 line issue with the poles in Summit County.

12 MR. HALL: But just to clarify the staff's report
13 finding is for Option Two where the poles are under the
14 ridge line. Is that what it says here?

15 CHAIR ECKERSLEY: He just said that he is not sure
16 until he sees it.

17 MR. SMITH: I am saying that you guys are saying
18 that they are going to be under the ridge line.

19 MR. HALL: This is yours, the language that I just
20 read. The applicant has provided photo simulations of
21 Option Two with the proposed poles that would be in Wasatch
22 County and it appears that they will be under the ridge
23 line. That is your language?

24 MR. SMITH: Yes.

25 MR. HALL: I just wanted to clarify.

1 CHAIR ECKERSLEY: Right, but he answered the
2 question that he is referencing in his recommendation about
3 conditional use.

4 MR. HALL: They would have to comply.

5 CHAIR ECKERSLEY: Right.

6 MR. REUTZEL: I would like to point out that I
7 don't think that they have an easement for Option Two
8 either, easement for Option One and you correct me if I am
9 wrong I don't there is an easement for Option Two.

10 MR. HALL: The same one.

11 CHAIR ECKERSLEY: Do you want to answer that?

12 MS. GORDON: The application that we filed is for
13 Option One and that is the one that we would be asking for
14 approval. The other options we submitted them to show what
15 options had been considered. If Option Two were approved
16 then we would have to widen the easement before.

17 CHAIR ECKERSLEY: You would have to go back to
18 Promontory to widen the easement?

19 MS. GORDON: Right, that would be a separate
20 matter that we would have to take care of after the permit
21 was issued.

22 CHAIR ECKERSLEY: Okay. So the preference is
23 Option One and that is a good clarifier on Option Two,
24 thanks.

25 Do you want to keep going through these?

1 MS. DUGGAN: I would like to do that yes.

2 CHAIR ECKERSLEY: You are on.

3 MS. DUGGAN: I am hearing conflicting testimony on
4 Option One and Option Two as far as violating the ridge
5 line. So we have a conflict on that.

6 CHAIR ECKERSLEY: Now what we have said and let
7 me clarify the way that I heard it. Doug you keep me
8 straight on this.

9 MR. SMITH: Yes.

10 CHAIR ECKERSLEY: What I am hearing with regard to
11 the ridge line is one violates. Two probably doesn't. We
12 won't know until we see it.

13 With regard to conditional use staff believes that
14 mitigating impacts in staff's opinion will require moving
15 the poles further away from the dwellings. Did I say that
16 accurately?

17 MR. SMITH: In my opinion yes.

18 CHAIR ECKERSLEY: And that is all we are doing is
19 reviewing staff's report. We can disagree with it but we
20 are using staff's report because we value it and it is in
21 order to go through regarding our discussion then we will
22 look for a motion.

23 MS. DUGGAN: So we have eliminated Options Three
24 and Four for sure. Option One violated the ridge line so
25 that is probably eliminated as well. So we are still down

1 to Option Two if this works.

2 Our second qualification is the business shall
3 maintain but this is not a business so that is not an
4 applicable statute.

5 The use will be compatible with surrounding structures
6 and use, location, scale, mass, design and circulation.
7 There certainly is a height difference here. If I were
8 living in one of those places I would be looking right out
9 into the poles. So what do you say? Do we mitigate that if
10 we find it is incompatible?

11 CHAIR ECKERSLEY: We may disagree with staff but
12 staff feels that the impact created by the use is due to
13 the proximity of the dwellings so it is how close are they.
14 That is under conditional use. So we can disagree with him
15 but that is the staff's opinion.

16 MS. DUGGAN: Do you think that it is compatible?
17 Do you think this line is compatible?

18 MS. WARDELL: I don't know. I see that we still
19 have two problems. If what is going on here is that we may
20 still need to go back for an easement, you know, to get
21 more room but for Option Two then I don't think that we
22 have mitigated that.

23 MR. BILLS: There isn't an Option Two on the
24 easement part.

25 MS. WARDELL: I don't think it is an option.

1 MR. HALL: That certainly is a condition that you
2 can place on approval. It is just the other conditions that
3 Doug mentioned that confirm that.

4 CHAIR ECKERSLEY: We knew that. I respect you all
5 but I am not going to have you respond to each of our
6 discussions. This is basically our discussion at this
7 point.

8 MS. WARDELL: I think here the problem is that
9 they did introduce new information but based on from what I
10 can see the Planning Commission had. I think they made the
11 best decision that they could with what they have.

12 MS. DUGGAN: The question is Option Two. Do we
13 think it is compatible?

14 MS. WARDELL: I don't think it is. I think that
15 we have too many problems with Option Two.

16 MS. DUGGAN: I agree with you. I don't know that
17 it is compatible. Anybody else?

18 MR. BILLS: I agree.

19 MS. DUGGAN: Are we ready to move onto number
20 four?

21 CHAIR ECKERSLEY: You bet.

22 MS. DUGGAN: The visual or safety impacts caused
23 by the proposed use can be adequately mitigated with
24 conditions. Well, we talked about the vegetation having to
25 be removed. This is not something you can clean up with

1 landscaping.

2 CHAIR ECKERSLEY: Again the same recommendation
3 from the staff, it is an opinion. He thinks it is too
4 close.

5 MS. DUGGAN: Any other thoughts?

6 MS. WARDELL: No.

7 MS. DUGGAN: Mr. Bills do you think it should be
8 mitigated?

9 MR. BILLS: That depends on what mitigation is. I
10 mean they don't think it is mitigated. I know that we need
11 the power. I know that okay. Until somebody explains to me
12 why they can't run it the way they did I see no way to
13 mitigate that. I see no way.

14 MS. DUGGAN: No way.

15 MS. WARDELL: I just have a concern based on the
16 power line probably had and I don't know another way to
17 explain it other than Mike and I am going to murder his
18 last name. Mike that lives up in Jordanelle when they had
19 the fire up there and it had to do with the power lines.

20 MR. BILLS: Kosakowski.

21 MS. WARDELL: Yes, Kosakowski. I don't know. I am
22 not sure that it can be mitigated. Then when we move onto
23 number five you know future expansion. I can just see
24 problems with it all the way around.

25 MS. DUGGAN: I am concerned about that as well

1 because if you have to come back for an expansion at some
2 later point you knows what that will be then. I don't know.

3 CHAIR ECKERSLEY: The staff is suggesting that is
4 just a new proposal.

5 MS. DUGGAN: Correct. If the easement is already
6 set and they have to put that in that easement then is that
7 a problem? We don't know.

8 MS. WARDELL: Correct.

9 CHAIR ECKERSLEY: Okay.

10 MS. DUGGAN: Number six all issues of lighting,
11 parking, the location and nature of the use, character of
12 the surrounding development, the traffic capacities of
13 adjacent and collector streets and on, on and on. Can that
14 be mitigated?

15 MS. WARDELL: I think that is an opinion.

16 MS. DUGGAN: We would have to set the conditions.

17 MS. WARDELL: Right, for some it has got to be an
18 issue but for others I think it will, the noise, the
19 vibrations. I understand that it is less impactful you
20 don't hear as much as some of the other lines that they
21 have but I just don't think so. That is an opinion we would
22 have to make.

23 MR. BILLS: I don't think that would be a big
24 problem really. That is not the problem.

25 MS. WARDELL: It is not my main concern.

1 MS. DUGGAN: Well, they are going to be clearing
2 all underneath the lines so there may be soil erosion and
3 drainage problems. I mean there could be. We would have to
4 consider that.

5 MR. BILLS: You know what we can work that out. I
6 don't think that is an issue. They maintain their lines
7 really well where they are.

8 MS. DUGGAN: Can be mitigated.

9 MR. BILLS: They have a great record. It is not
10 like we are dealing with somebody that doesn't know how to
11 take care of that.

12 MS. DUGGAN: Okay, so I have indicated that could
13 be mitigated.

14 MR. BILLS: I think so.

15 MS. DUGGAN: Okay, the use will not place an
16 unreasonable financial burden on the County or place
17 significant impacts on the County or surrounding
18 properties without adequate mitigation of those impacts.

19 CHAIR ECKERSLEY: I will make a comment there. On
20 the bottom of the page under the purpose of conditional
21 use. One of our jobs here is to protect valuable views
22 which suggests that the value does go down otherwise why
23 would we be concerned about views affecting value? Do you
24 follow?

25 MS. DUGGAN: Yes.

1 CHAIR ECKERSLEY: Okay.

2 MS. DUGGAN; You are saying that cannot be
3 mitigated?

4 CHAIR ECKERSLEY: Correct, that is what I am
5 saying. I am referencing the purpose and one of the
6 purposes that we are here is to protect valuable views. So
7 it is kind of stipulated that there is value to the
8 unabated view line.

9 MS. DUGGAN: The use will not adversely affect the
10 health, safety or welfare of the residents and visitors of
11 Wasatch County. Here we definitely have to consider the
12 letter from the Fire Marshal.

13 MS. WARDELL: Yes.

14 MS. DUGGAN: Who recommends that it should not be
15 there in that particular place.

16 MS. WARDELL: Even based on the issue that we had
17 last year it is a concern to me.

18 CHAIR ECKERSLEY: I didn't see a date on the Fire
19 Marshal's note but he said they recommended remaining in
20 the existing easement and that there was an immediate fire
21 danger to life and property. That is just what he wrote. It
22 is in the record. I think it is could to add it there for
23 our consideration.

24 MS. DUGGAN: That is their eight for the
25 conditional use which all must be satisfied in order to

1 grant the CUP.

2 MS. WARDELL: Well, I think it is obviously it is
3 not. There is only one and we have to have all eight and
4 the majority is that they are not cannot be mitigated.

5 CHAIR ECKERSLEY: Does the board desire to make a
6 motion now or would you like to go through page six and
7 seven the possible findings?

8 MS. DUGGAN: After that I am not sure that we do
9 need to.

10 MS. WARDELL: I don't think so.

11 CHAIR ECKERSLEY: I still have question on the
12 possible finding on page, although I don't want to stop a
13 motion if someone is ready to make one.

14 I had a question that there is a lot of discussion
15 about the line being necessary and we all like to turn on
16 the lights. Is that in our purview? I mean we care because
17 it is going to hook onto Heber Light and Power. We want to
18 turn on the lights.

19 The upgraded line is necessary to provide dependable
20 power for the growing population of Heber Valley. That is
21 absolutely true. Is that a BOA and is that in our purview
22 Tyler?

23 MR. TYLER BERG: What do you mean is that in your
24 purview?

25 CHAIR ECKERSLEY: We have got a proposal on the

1 table and should we be motivated by the fact that power is
2 important therefore we should grant a conditional use
3 because power is important? Or should we say that is really
4 not in our purview. Power is going to be provided on this
5 easement or another easement or something else but the
6 application here isn't for us to make a judgment but power
7 is important so therefore we should grant an easement? Is
8 that in our purview?

9 MR. TYLER BERG: Well, I think to be able to grant
10 the conditional use permit you have to find that all eight
11 of those have been satisfied. But in addition as the Board
12 of Adjustment you are looking at the Planning Commission
13 and you have to find that they committed an error
14 sufficient to be able to grant that.

15 CHAIR ECKERSLEY: Well, you didn't exactly answer
16 my question.

17 MR. TYLER BERG: I don't think that in and of
18 itself is and that wouldn't be enough to motivate you.

19 CHAIR ECKERSLEY: I am really motivated by power.
20 I think everybody is that is why you presented. I am not
21 sure that is in my purview.

22 MR. TYLER BERG: I don't know that would be enough
23 to say that the Planning Commission committed an error.

24 CHAIR ECKERSLEY: That is the second question. In
25 fact would you all like to discuss the extent to which you

1 think the Planning Commission is in error and we need to
2 reverse anything?

3 MR. BILLS: I don't see anything that tells me
4 that they were in error. I would have made the same
5 decision.

6 CHAIR ECKERSLEY: Okay.

7 MS. WARDELL: I believe I would have made the same
8 decision, however, I do think that they could have made
9 that motion much better. I think there was a lack there of
10 professionalism.

11 CHAIR ECKERSLEY: Anybody else see that the
12 Planning Commission record is in error and needs to be
13 fixed?

14 I will put it back to you again. We can go through
15 these possible findings and/or we can get a motion and then
16 discuss the motion.

17 MS. DUGGAN: Having gone through all those item I
18 think I am ready to make a motion. I just needed the
19 discussion with the board. Are you ready?

20 MS. WARDELL: Yes.

21 MS. DUGGAN: I would like to make a motion to now
22 and this is confusing to me because what I want to do is
23 deny the CUP for Rocky Mountain Power on this appeal. I
24 find that he Planning Commission did not make an error in
25 their decision regarding this action before this board

1 because we have eliminated Option One, Three, and Four and
2 considering Option Two in applying the conditional use
3 requirements we find that at least item number three, four,
4 five, seven and eight cannot be satisfied. We cannot
5 mitigate those requirements.

6 CHAIR ECKERSLEY: Very good. Will you include in
7 your motion all of the possible findings and the findings
8 that are in this report from staff basically pages four,
9 five, six and seven for the record?

10 MS. DUGGAN: I would like to include in my motion
11 that we considered all the possible findings that are
12 included in the staff's report.

13 CHAIR ECKERSLEY: We have a motion.

14 MR. BILLS: I will second the motion.

15 CHAIR ECKERSLEY: We have a second. Is there any
16 discussion on the motion? Please any questions, any
17 discussion and you can call upon anybody here especially
18 Doug and Tyler.

19 MR. BILLS: No.

20 MS. WARDELL: No.

21 MR. COOMBS: No.

22 MS DUGGAN: No.

23 CHAIR ECKERSLEY: Okay, we have a motion and a
24 second going once, any further discussion and hearing none
25 all in favor say aye?

1 MR. BILLS: Aye.

2 Ms. WARDELL: Aye.

3 Ms. Duggan: Aye.

4 MR. COOMBS: Aye.

5 CHAIR ECKERSLEY: Aye. Are there any opposed? We
6 have a decision and it is denied. We appreciate the
7 applicant a great deal and please figure out a way to bring
8 us power. We respect what you have done. We respect the
9 opposing views to relative to the residents in Wasatch
10 County.

11 Doug is there anything else?

12 MR. SMITH: No.

13 CHAIR ECKERSLEY: Tyler anything else?

14 MR. TYLER BERG: No.

15 CHAIR ECKERSLEY: Okay, thank you all. We need a
16 motion to adjourn don't we.

17 MS. WARDELL: I would make a motion to adjourn.

18 MS. DUGGAN: I would second that motion.

19 CHAIR ECKERSLEY: We have got a second and I know
20 that we are all in favor of that. Thank you all.

21 MR. BILLS: Aye.

22 MR. COOMBS: Aye.

23 MS. WARDELL: Aye.

24 MS. DUGGAN: Aye.

25 CHAIR ECKERSLEY: Aye. We are adjourned.