

ATTACHMENT 14

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Brenda T. Wright ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 171 West 970 South Midway, UT for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Brenda J. Wright 171 West 970 South, Midway, Ut 84049
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Gunter Branham ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 925 S. Cascade Ct, Midway, UT for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Gunther Brankham
(Name and Address)

925 S. Cascade Ct, Midway
UT

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

DATE: MARCH 26, 2026

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

The BPM Family TRUST ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 9705 250W MIDWAY ST for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

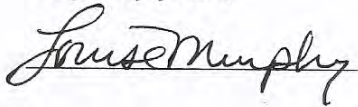
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Louise H. Murphy owner of 9705 250W MIDWAY UTAH
(Name and Address)
Trustee The BPM Family Trust Residence 708 Hollow Tree Ridge Road
Darien CT 06820

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Clark Bruderer ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 905 S. Farrell Farm Cir, Midway for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

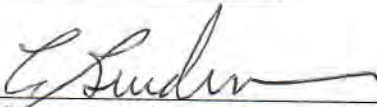
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

By:  905 S. Farrell Farm Cir
(Name and Address) Midway, UT

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

PAUL BURT ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 700 W. 865 St. (WAND LANE) for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

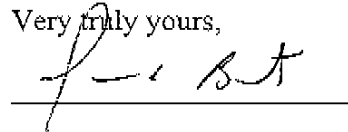
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: PAUL BURT P.O. Box 92 MIDWAY, VT 84049
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

Mar 26 2020

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Ted Caldwell ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 696 W. Wards Ln. Midway, UT 84049 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

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Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

E. W. Ted Caldwell

By: *E. W. Ted Caldwell, 696 W. Ward Lane, Midway, Utah*
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

DATE: 3/28/2020

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Brent Colwell ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 30 w 970 s Midway, UT 84049 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

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Page 2

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.


Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

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Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

DocuSigned by:

6ECEE26066E49F...

By: Brent Colwell 30 w 970 s Midway, UT 84049
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Beard J Halverson ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 905 S Caldwell Way - Lot 62 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

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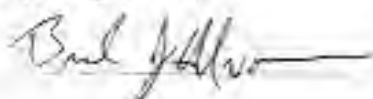
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Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Brad J. Halvorsen
(Name and Address) Lot 62 Concord at Saddle Hill
(945 S Lakewood Way)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

PAMELA R HOLDER ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 925 S COLDWATER WAY for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

MIDWAY
UTAH

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

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3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: PAMELA R HOLDER
(Name and Address)

925 S COLDWATER WAY
MIDWAY UTAH 84049

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

DATE: 3/30/2020

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Joe Phillips ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 845 Stringtown Road, Midway Utah 84049 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

Page 2

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.


Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

DocuSigned by:

F64B3442713840D...

By: Joe Phillips 1521 Weymount Place, Santa Ana, CA 92705
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Bengt Jonsson (“Property Owner”) hereby submits this non-binding letter of intent (“LOI”) to express Property Owner’s interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power (“RMP”)) certain easements located on property at 945 Stringtown RD, Midway, UT 84049 for the purpose of RMP’s construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as “Exhibit 1.” This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power (“HLP”) agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit (“CUP”) Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

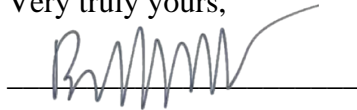
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The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Bengt Jonsson 945 S Stringtown Rd, Midway, UT 84049
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Bengt Jonsson (“Property Owner”) hereby submits this non-binding letter of intent (“LOI”) to express Property Owner’s interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power (“RMP”)) certain easements located on property at 955 S. Stringtown Rd. Midway, UT 84049 for the purpose of RMP’s construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as “Exhibit 1.” This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power (“HLP”) agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit (“CUP”) Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

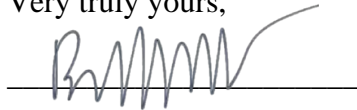
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Bengt Jonsson 945 S Stringtown Rd, Midway, UT 84049
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

M&J Lynch Family Trust, Morgan Lynch Trustee (“Property Owner”) hereby submits this non-binding letter of intent (“LOI”) to express Property Owner’s interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power (“RMP”)) certain easements located on property at 905 Strington Rd Midway UT for the purpose of RMP’s construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as “Exhibit 1.” This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power (“HLP”) agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit (“CUP”) Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

M&J Lynch Family Trust

By: M Lynch Trustee
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

**LETTER OF INTENT FOR GRANT OF EASEMENT FOR
UNDERGROUND ELECTRIC TRANSMISSION FACILITIES**

PacifiCorp (d.b.a. Rocky Mountain
Power) 1407 W North Temple Salt
Lake City, UT 84116

Re: Midway City Transmission Line
Easement

M. Kent and Linda K. Mecham ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at Lot#20, Cascades at Soldier Hollow for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning, operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

MEDALLION RANCH LLC ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 970 SOUTH 250 WEST, MIDWAY, UT 84049 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

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Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

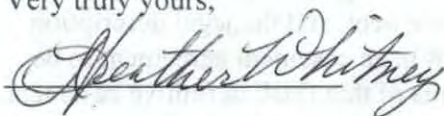
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: HEATHER WHITNEY
(Name and Address)

PROPERTY LOCATION:
970 SOUTH 250 WEST
MIDWAY, UT 84049

MAILING:
745 DUTCH VALLEY DR.
MIDWAY, UT 84049

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Luke Bodensteiner ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 923 Stringtown Rd for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

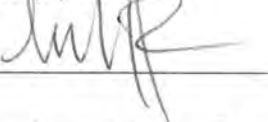
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Luke Bodenstein 923 Stringtown Rd.
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Cathy Poppinga ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 474 W 970 S MIDWAY, UT for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

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Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

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2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

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If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

By: 

(Name and Address)

CARY POPPA 474 W 970 E MIDWAY, UT

Rocky Mountain Power

By: _____

(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Tatum Renee Buhl ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 880 Strington Rd, Midway for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

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Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

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3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

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If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

Tatum Renee Muhl

By: Tatum Renee Muhl
(Name and Address)

880 Stringtown Rd. Midway

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Ken Collins ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 901 South Coldwater Way for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

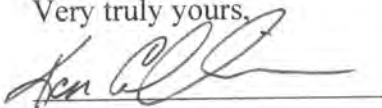
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Ken Collins 901 South Colquhoun Way, Midway, UT
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Allyson Halvorsen ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 9045 Coldwater Way for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

Allison Halvorsen

By: Allison Halvorsen 9045 Coldwater Way
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Christopher Quinton ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 906 S. Coldwater Way Midway, UT 84049 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Christopher Quintan
(Name and Address)

906 S - Caldera Way
Midway, UT 84049

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Dennis Higley ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 905 S. Price Farm Ct for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

Dennis Higley

By: Dennis Higley 905 S. Price Farm Ct
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Dennis Higley ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 500 W. Cascade Pkwy for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

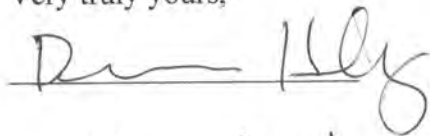
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Dennis Higley 905 S. Price Farm Ct.
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Dennis Higley ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 915 S. Farrell Farm Circle for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

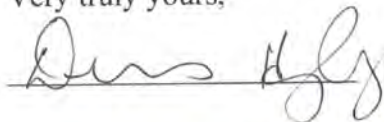
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: DENNIS HEWITT 905 S. PRICE FARM CT.
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Dennis Higley ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 921 Price Farm Ct for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

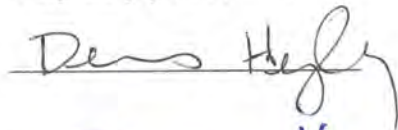
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: DENNIS HIGLEY 9053. PRICE FARM CT.
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Kali Smith ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 900 S. Price Farm Court for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

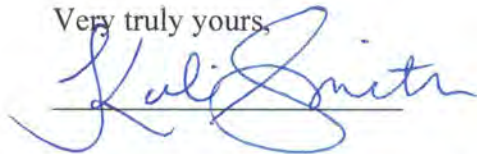
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Kali Smith 900 S. Price Farm Ct. Midway
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Bard & Jennifer Llewellyn ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 888 White Water Way Midway, ut 84049 for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,

By: Jennifer Llewellyn

By: _____

(Name and Address)

Rocky Mountain Power

By: _____

(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Robert Colin Bunker ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 902 S. FARRER FARM CIR. for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: Robert Colin Bunker
(Name and Address)

902 S. Farrell Farm Cir, Midway, UT. 84049

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

DPW Heber Inc. _____ (“Property Owner”) hereby submits this non-binding letter of intent (“LOI”) to express Property Owner’s interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power (“RMP”)) certain easements located on property at 32 Acres off 970 S 250 W in Midway _____ for the purpose of RMP’s construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as “Exhibit 1.” This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power (“HLP”) agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit (“CUP”) Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

G. Earl Norris ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 9105. Price Farm CT for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

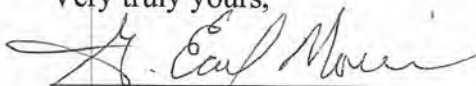
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



By: G. Earl Norris 910 S. Price Farm CT
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Philip & Karen Perkins ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 885 S Whitewater Way for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

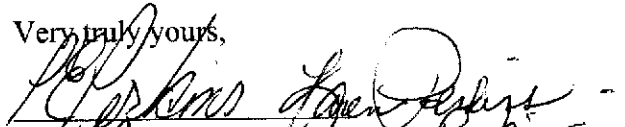
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,


Philip & Karen Perkins
885 P S White Water Way
By: Midway, UT 84049
(Name and Address)

Rocky Mountain Power

By: _____
(Name and Title)

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d.b.a. Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re: Midway City Transmission Line Easement

Jeff & Nancy Roe ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 710 W Cascade Parkway (Lot 22) for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and unground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

3. The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

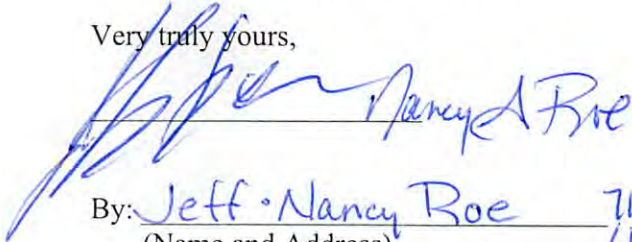
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,


By: Jeff & Nancy Roe
(Name and Address)

710 W Cascade Parkway
(Lot 22 - Cascades at Soldier Hollow)
Property Owners

Rocky Mountain Power

By: _____
(Name and Title)

Home address!
9418 Woodcutter Cove
Lakeland TN 38002

LETTER OF INTENT
FOR GRANT OF EASEMENT
FOR UNDERGROUND ELECTRIC TRANSMISSION FACILITIES

PacifiCorp (d b a Rocky Mountain Power)
1407 W North Temple
Salt Lake City, UT 84116

Re. Midway City Transmission Line Easement

Amber Wilkerson ("Property Owner") hereby submits this non-binding letter of intent ("LOI") to express Property Owner's interest to enter into an easement agreement granting PacifiCorp Inc. (d.b.a. Rocky Mountain Power ("RMP")) certain easements located on property at 401 W 970 S for the purpose of RMP's construction, ownership, operation and maintenance of underground 138 kV transmission facilities to be sited along the path identified on the map attached hereto as "Exhibit 1." This letter is not a binding or legally enforceable agreement and imposes no obligations upon nor grants any rights with respect to the conveyance to the parties hereto. The rights and obligations of the parties with respect to the acquisition of the easement will be set forth in a definitive agreement to be executed by the parties. Neither party shall have any obligations to the other unless and until a definitive agreement is executed between the parties.

The grant of the easement, the terms and provisions governing the construction and maintenance of the easement area and the use of the easement, and the legal description of the easement area, will be more particularly set forth in an easement agreement to be executed Property Owner and RMP. Based on the terms of this final, definitive easement agreement, Property Owner would grant RMP an easement siting, constructing, owning, operating, and maintaining underground electric power facilities and transmission lines.

Property Owner shall not negotiate a definitive easement agreement, or agreement for the grant of the easement to RMP, unless and until the following conditions are satisfied:

1. RMP and Heber Light and Power ("HLP") agree to locate underground all electric service and transmission facilities, including, but not limited to, power lines, communication lines, and any other facilities located or proposed to be located within the path identified in Exhibit 1
2. RMP and HLP submit an amended or revised Conditional Use Permit ("CUP") Application to Midway City for underground relocation of existing HLP electric distribution facilities and underground construction of all proposed electric transmission facilities to be owned, operated, maintained or controlled by RMP or HLP.

- 3 The Midway City Council approves the revised CUP Application for underground electric transmission and distribution facilities to be constructed, owned, operated, maintained by RMP and HLP.

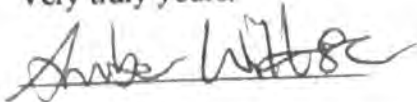
Upon the satisfaction of the foregoing conditions, Property Owners would enter into an agreement to convey an easement at no cost to RMP in exchange for underground construction of the proposed 138 kV circuit to be owned and operated by RMP and for underground installation of HLP distribution and transmission facilities.

The easement agreement detailing all rights, duties and obligations will be drafted by Property Owner and will incorporate all conditions specified herein, as well as such other terms or conditions as are acceptable to both parties. The parties intend to promptly commence drafting and negotiating the agreement as soon as possible after the conditions described herein are satisfied. However, if the parties are unable to reach a full and final agreement for the easement, neither party will have any claim against the other and all costs incurred by either party will be the sole responsibility of the incurring party. No waiver of either party's rights, claims, or obligations is intended by this LOI.

Either party may terminate this LOI and the negotiation of a definitive agreement at any time and for any reason.

If the above terms and conditions of this agreement are acceptable, please acknowledge your approval by signing this LOI and returning one copy to me.

Very truly yours,



B: Amber Wilkerson 461 W 970 S Midway UT 84049
(Name and Address)

Rocky Mountain Power

By _____
(Name and Title)