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Attorneys for PacifiCorp

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

PACIFICORP, an Oregon corporation,
Plaintiff,

v.

STATE OF UTAH; UTAH SCHOOL &
INSTITUTIONAL TRUST LANDS
ADMINISTRATION, an agency of the
State of Utah; and JOHN DOES 1-20,

Defendants.

COMPLAINT

Civil No. 120903179

The Honorable Madley

FILED DISTRICT COURT
Third Judicial District

MAY 10 2012

SALT LAKE COUNTY

Deputy Clerk

Plaintiff PacifiCorp, an Oregon corporation (“PacifiCorp”), hereby complains against the State of Utah and the Utah School & Institutional Trust Lands Administration (“SITLA”), and alleges as follows:

PARTIES

1. PacifiCorp is an Oregon corporation. PacifiCorp’s principal place of business is Oregon.
2. PacifiCorp is a public utility corporation authorized by the Utah Public Service Commission to engage in the business of generating, transmitting, distributing, and selling electric power, and is required to comply with the statutory obligation to “furnish and provide and maintain such service, instrumentalities, equipment and facilities as will promote the safety, health, comfort and convenience of its patrons, employees and the public, and as will be in all respects adequate, efficient, just and reasonable.” Utah Code Ann. § 54-3-1.
3. As a public utility, PacifiCorp is vested with the power of eminent domain pursuant to Utah Code Ann. § 78B-6-501(8), and needs to condemn an easement and right-of-way over and across certain lands held in trust by the State of Utah and managed by SITLA. This subject property is located in Tooele County (the “County”), as more specifically described in Exhibit A (the “Subject Property”). The easement is necessary to operate and maintain a 500 kilovolt (“kV”) transmission line needed to supply electrical power to the Wasatch Front.
4. Title to the Subject Property is vested in the State of Utah.

5. SITLA is an independent agency of the State of Utah, created by the State Legislature to manage all school and institutional trust lands within the State, including the Subject Property. Utah Code Ann. § 53C-1-201.

6. John Does 1-20 include any unknown successors in interest to the named known defendant(s), and any and all other persons, entities, or agencies not known to PacifiCorp as of the date hereof who claim an interest in the Subject Property.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this action pursuant to Utah Code Ann. §§ 63G-7-501 and 63G-7-301.

8. Venue lies in this Court pursuant to Utah Code Ann. § 63G-7-502.

FACTUAL ALLEGATIONS

9. PacifiCorp provides electric service to customers throughout several western states, including Utah. The service territory most impacted by the present action are Tooele, Salt Lake, Utah, Davis, Weber, Cache, and Box Elder Counties, Utah (the “Critical Load Area”), among other areas.

10. Almost all of the electricity used to serve the Critical Load Area is generated at power plants in central and southern Utah and in Wyoming, and the bulk of electricity used within the Critical Load Area must be transmitted from these power plants to the Critical Load Area through a series of high voltage transmission lines and substations.

Background on the Project

11. In recent years, demand for electric power in the Critical Load Area has grown significantly. As a result of this growth, the existing transmission system serving the Critical Load Area has been operating at or near its full capacity.

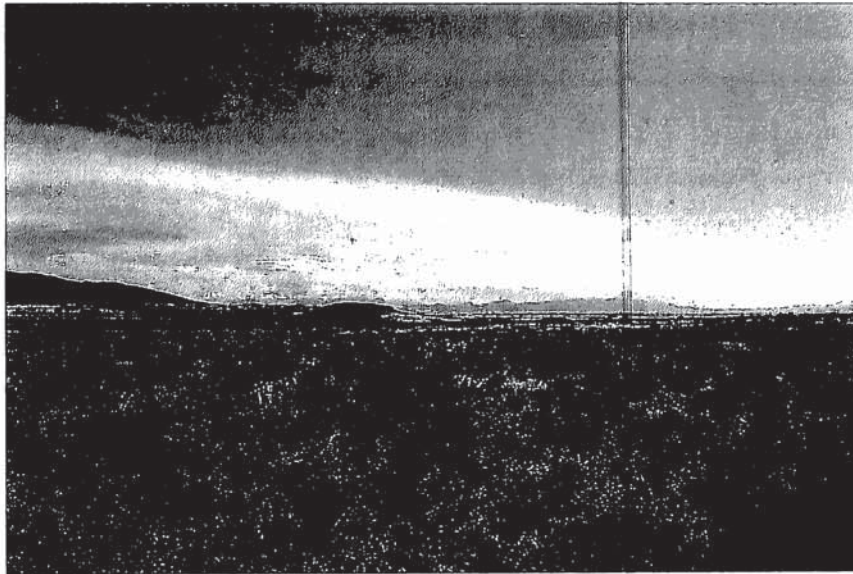
12. In order to meet its obligation to serve its customers and comply with its statutory mandates, PacifiCorp has constructed and is constructing new transmission lines from its existing Mona substation in Juab County, Utah, to the Critical Load Area. Because previously existing transmission corridors were inadequate and/or unavailable to meet this need, PacifiCorp was required to develop a new transmission corridor (the "Project").

13. The Project consists of the construction of a new 500 kV transmission line from the Mona substation to a future 500/345/138 kV substation ("Limber Substation") to be located in the southwestern portion of the Tooele Valley in Tooele County, Utah. From that point, a new 345 kV transmission line will be built to the existing Oquirrh substation in West Jordan, Utah (the "Limber to Oquirrh segment").

14. The total transmission line miles between the Mona substation and the Oquirrh substation will be approximately 100 miles.

15. The Project route was selected by the United States Bureau of Land Management (the "BLM") as its environmentally preferred route, was adopted by PacifiCorp, and approved for the Project by the Utah Utility Facility Review Board. Further, the Utah Public Service Commission (the "PSC") issued a Certificate of Public Convenience and Necessity for the Project on June 16, 2010. This corridor, crossing the State's land, has been permitted by Tooele

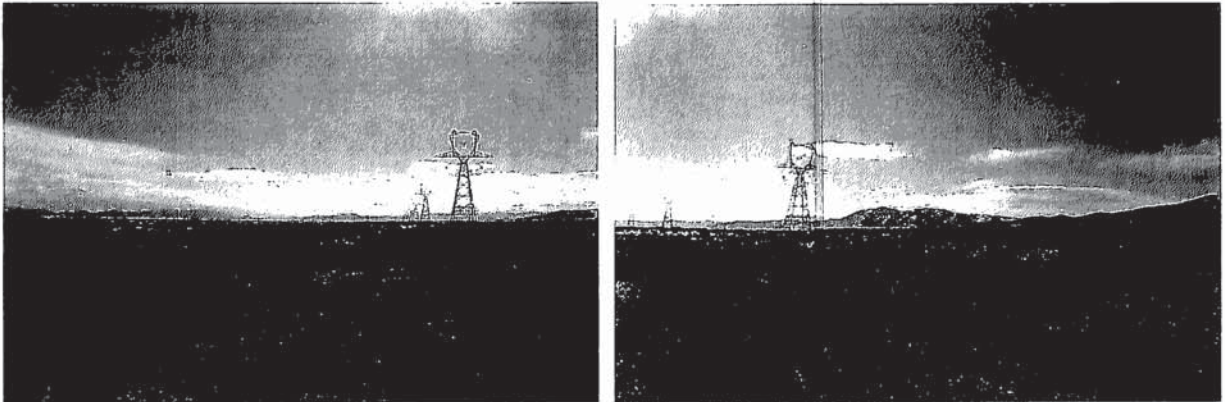
County. The Subject Property is unimproved land that is currently used for grazing. The following is a photograph of the Subject Property taken on or about December 1, 2011:

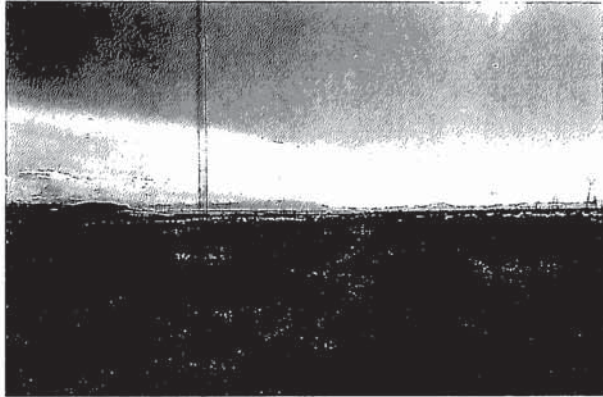
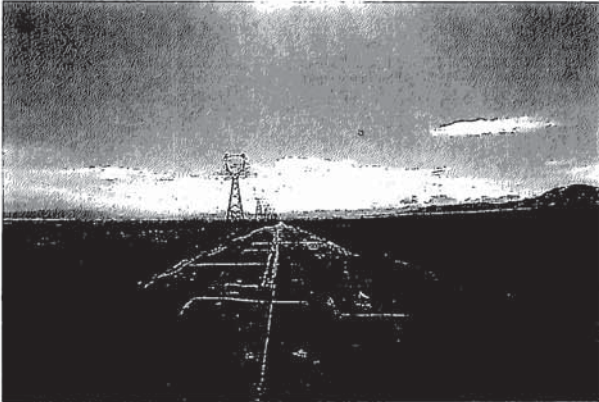


The Easement Across the Subject Property

16. PacifiCorp seeks to acquire a perpetual easement and right-of-way, along with the necessary right of ingress and egress, for the construction, maintenance, repair, alteration, replacement and enlargement of the new extra high voltage (EHV) transmission line over and across the Subject Property (the “Easement”). The legal description of the Easement sought to be taken on the Subject Property is attached hereto as Exhibit B, and maps depicting the location, general route and termini of the Easement across the Subject Property are attached hereto as Exhibit C. A copy of the proposed Easement to be condemned is attached hereto as Exhibit D. Exhibits A, B, C and D are incorporated as though set forth in this Complaint.

17. More specifically, the Easement to be obtained in this proceeding is a perpetual easement and right of way for PacifiCorp and its successors and assigns to locate, construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the "Easement Area," as more particularly described in Exhibit B, hereto, together with a right of access along and within the described Easement Area, and the right of access to the Easement Area over and across the Subject Property. The following are photographs of some of the towers, lines, and other equipment that PacifiCorp has already located on the Easement Area:





18. The other terms of the Easement to be taken are as follows:

(a) PacifiCorp shall have a right of access along and within the described Easement Area, and the right of access to the Easement Area over and across the Subject Properties in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is taken.

(b) SITLA and the State of Utah may not fence the Easement Area or obstruct access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by PacifiCorp.

(c) PacifiCorp's rights of access are intended to run with and encumber the Subject Property unless expressly released in writing by PacifiCorp.

(d) SITLA and the State of Utah may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is taken, provided that SITLA and the State of Utah may not, within the Easement Area: i) construct any building or structure of any kind or nature; ii) excavate closer than fifty feet (50') from any pole or structure; iii) excavate anywhere in the Easement Area in a manner that

undermines or removes lateral support from any pole or structure, or that prevents or impairs PacifiCorp's access to any pole or structure; iv) place or use anything, including equipment or vehicles that exceed twelve feet (12') in height; v) increase the existing ground elevation; vi) light any fires or store flammable or hazardous materials; or vii) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or PacifiCorp's safety clearance standards, as may be amended from time to time.

(e) SITLA and the State of Utah may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12') or outside of the Easement Area that will grow within twenty-five feet (25') of the transmission line conductor. PacifiCorp shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, which interferes with or is causing or may cause a threat of harm to its facilities or improvements.

The Right of Entry Agreement

19. In or about March 2011, SITLA and PacifiCorp entered into a Right of Entry Agreement ("the ROE Agreement"), whereby SITLA granted PacifiCorp, and its contractors and consultants, the right to enter onto the Subject Property to construct the power transmission facilities necessary for the Project while negotiations over the granting of the Easement took place.

20. Pursuant to the terms of the ROE Agreement, in 2011, PacifiCorp entered upon the Subject Property and commenced construction of the transmission line and related facilities necessary for the Project.

21. After entering into the ROE Agreement, the parties obtained appraisals of the Easement that PacifiCorp seeks to acquire on the Subject Property. SITLA's appraisal estimates that the market value of the Easement is \$4,465,000. PacifiCorp obtained a review appraisal to point out the deficiencies in the SITLA appraisal. That appraisal estimated the market value of the Easement to be \$70,800. PacifiCorp also obtained another independent appraisal that estimated the market value of the Easement to be \$55,700. PacifiCorp has made good faith efforts to negotiate with SITLA to purchase the Easement from the State of Utah, but SITLA has refused all reasonable offers.

The Final Agency Action

22. On or about January 18, 2012, SITLA issued a final agency action determining that Petitioner PacifiCorp must pay SITLA \$4,465,750 for the Easement across the Subject Property and associated fees (the "Final Agency Action"). PacifiCorp could not agree to pay this amount that was more than 6,000% of PacifiCorp's independent appraiser's assessed value for the Easement.

23. Pursuant to Utah Admin. Code R850-8-1000, PacifiCorp petitioned the SITLA Board of Trustees (the "Board") for review of the Final Agency Action (the "Petition").

24. On or about March 15, 2012, the Board met to consider PacifiCorp's Petition and voted to consider the Petition in a formal adjudicative proceeding and to appoint a hearing officer to make a recommendation to the Board, but only "as to whether it should find that the Administration's final agency action violated a statute, rule, contract provision, or Board policy

and, if so, which of those was violated and how” when it established the asking price for the Easement. A copy of the Board’s order is attached hereto as Exhibit E.

25. Because PacifiCorp and SITLA were unable to come to terms as to the value of the Easement, the Right of Entry, pursuant to which PacifiCorp entered the Subject Property and constructed the Project, expired on January 10, 2012.

The Need for This Condemnation Action

26. PacifiCorp now has facilities on the Subject Property, and needs those facilities to remain on the Subject Property for the benefit of the numerous electric power customers that depend on those facilities. PacifiCorp believes that it will be unable to purchase the Easement in the future from SITLA or the State of Utah for any reasonable price.

27. PacifiCorp further believes that any potential redress that it has in seeking a review of SITLA’s Final Agency Action before the Board is inadequate under the law, as the Board will only consider the narrow issue of whether SITLA “violated a statute, rule, contract provision, or Board policy” when it established its asking price for the Easement, rather than whether the amount demanded by SITLA exceeds fair market value or constitutes reasonable and just consideration. Consistent with its statutory mandate to furnish and provide “adequate, efficient, just and reasonable” power to the public at large, Utah Code Ann. § 54-3-1, PacifiCorp is entitled to have a court or jury hear all legal evidence offered by PacifiCorp to determine the value of the property sought to be condemned. Utah Code Ann. § 78B-6-511.

28. The Board’s stated and limited scope of its review of SITLA’s determination of easement value leaves PacifiCorp without an adequate remedy to obtain the easement at fair

market value for the benefit its electric power customers, other than through condemnation. To the extent SITLA insists that PacifiCorp's relief is limited to the Board's review, SITLA's position violates Utah's open courts provision. *See* Utah Const. Art. I, § 11.

All Conditions Precedent to This Condemnation Action Have Been Satisfied

29. PacifiCorp's use of the Subject Property is not inconsistent with, and will not materially impair or interfere with, any public use to which SITLA or the State of Utah has appropriated the Subject Property. Alternatively, to the extent that PacifiCorp's use of the Subject Property is deemed to materially impair or interfere with SITLA's or the State of Utah's public use of the Subject Property, PacifiCorp's use—including the transportation and delivery of safe and necessary power—is a more necessary public use.

30. The construction of the Project on the Subject Property and use of the Easement has already commenced under the parties' ROE Agreement.

31. The use of the Easement by PacifiCorp is a use authorized by law.

32. The Utah Code expressly allows PacifiCorp to condemn public land.

33. The taking of the Easement is necessary for the construction and operation of the Project and its related power transmission facilities.

34. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of the State of Utah, SITLA, and PacifiCorp and their respective heirs, successors, and assigns.

CLAIM FOR RELIEF

35. PacifiCorp reincorporates its allegations in the foregoing paragraphs as though fully set forth herein.

36. PacifiCorp seeks a judgment and decree of condemnation of the Easement, on the terms set forth herein, for the public use and purposes set forth herein, and for a determination by the Court of the amount to be paid to the State of Utah, as its interests may appear, as just compensation for the acquisition of the Easement.

37. Pursuant to Utah Code Ann. § 78B-6-510, PacifiCorp seeks immediate occupancy of the Subject Property during the pendency of this action for the purpose of continuing to locate, construct, and maintain the Project.

WHEREFORE, Plaintiff PacifiCorp demands the following relief:

1. For a judgment of condemnation of a perpetual easement and right-of-way on the terms set forth herein and as described in Exhibits B and D for the public use and purposes set forth in this Complaint, and for a determination by the Court of the amount to be paid to the State of Utah, as its interest may appear, as just compensation for the acquisition of the Easement;
2. For an Order granting PacifiCorp immediate occupancy of the Subject Property pending the outcome of this action; and

3. For such other and further relief as the Court deems just and equitable.

DATED: May 10, 2012.

Mark Moench
R. Jeff Richards
PACIFICORP

STOEL RIVES LLP

A handwritten signature in black ink, appearing to read "D. Moscon", written over a horizontal line.

D. Matthew Moscon
Timothy K. Conde
Lauren A. Shurman

Attorneys for PacifiCorp

Plaintiff's Address:

201 S. Main St., Ste. 2300
Salt Lake City, UT 84111

EXHIBIT A

LEGAL DESCRIPTION

The legal description of the subject larger parcel is as follows:

W $\frac{1}{2}$, W $\frac{1}{2}$; SE $\frac{1}{4}$, W $\frac{1}{2}$ OF SECTION 5 CONTAINING 200 ACRES; ALL OF SECTION 6, CONTAINING 640 ACRES; E $\frac{1}{2}$ SECTION 7, CONTAINING 320 ACRES; NW $\frac{1}{4}$; SW $\frac{1}{4}$, NE $\frac{1}{4}$; NE $\frac{1}{4}$, SW $\frac{1}{4}$ OF SECTION 8, CONTAINING 238 ACRES; NW $\frac{1}{4}$, NE $\frac{1}{4}$ OF SECTION 18, T5S, R5W, CONTAINING 40 ACRES; PT. OF THE SW $\frac{1}{4}$ SECTION 26, CONTAINING 80 ACRES; PT. OF THE E $\frac{1}{2}$ SECTION 27, CONTAINING 160 ACRES; PT. OF THE S $\frac{1}{2}$ SECTION 34, CONTAINING 240 ACRES; NW $\frac{1}{4}$, S $\frac{1}{2}$ SECTION 35, CONTAINING 480 ACRES, S $\frac{1}{2}$ OF SECTION 36, CONTAINING 320 ACRES, T4S, R6W; ALL OF SECTION 1, CONTAINING 640 ACRES; PT. OF THE W $\frac{1}{2}$; E $\frac{1}{2}$ SECTION 3, CONTAINING 400 ACRES; PT. OF THE E $\frac{1}{2}$, SECTION 10, CONTAINING 300 ACRES; NW $\frac{1}{4}$; E $\frac{1}{2}$ SECTION 11, CONTAINING 480 ACRES; SW $\frac{1}{4}$, NW $\frac{1}{4}$ SECTION 12, CONTAINING 40 ACRES; ALL OF SECTION 14, CONTAINING 640 ACRES; PT. OF THE E $\frac{1}{2}$ OF SECTION 15, CONTAINING 280 ACRES; PT. OF THE E $\frac{1}{2}$ SECTION 22, CONTAINING 280 ACRES; N $\frac{1}{2}$, N $\frac{1}{2}$ SECTION 23, CONTAINING 160 ACRES, NW $\frac{1}{4}$, NE $\frac{1}{4}$ SECTION 27, CONTAINING 40 ACRES, T5S, R6W, USB&M – TOTALING 5,978 ACRES.



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Parcel 06-033-0-0007

Acres: 440.000 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 10 - O.D. MOSQUITO
Certified Rate: 0.010428

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 440.000 Subdivision:
Section: 35 Township: 4S Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/10/2010
NE1/4NW1/4, S1/2NW1/4, S1/2, SEC 35, T4S, R6W, SLB&M. 440 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/10/2010 11:54:00 AM

Parcel Child

Associated Documents for 06-033-0-0007

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-034-0-0018

Acres: 40.000 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 10 - O.D. MOSQUITO
Certified Rate: 0.010428

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 40.000 Subdivision:
Section: 27 Township: 4S Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/10/2010
SE/14SE1/4 SEC 27, T4S, R6W, SLB&M. 40 AC

Taxable Property

Transaction Summary

Parcel History

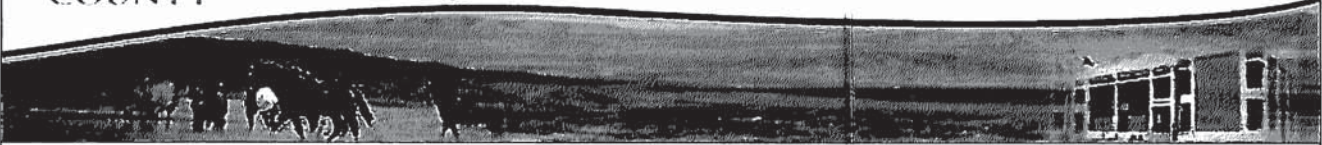
Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/10/2010 11:29:00 AM

Parcel Child

Associated Documents for 06-034-0-0018

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-034-0-0019

Acres: 159.000 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 10 - O.D. MOSQUITO
Certified Rate: 0.010428

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 159.000 Subdivision:
Section: 33 Township: 4S Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/10/2010
LOTS 2, 3, 8, 9, SEC 33, T4S, R6W, SLB&M. 159 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/10/2010 11:29:00 AM

Parcel Child

Associated Documents for 06-034-0-0019

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-034-0-0020

Acres: 405.480 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 10 - O.D. MOSQUITO
Certified Rate: 0.010428

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 405.480 Subdivision:
Section: 34 Township: 45 Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/10/2010
LOT 2-5, E1/2NE1/4, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4, SEC 34, T4S, R6W. 405.48 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/10/2010 11:29:00 AM

Parcel Child

Associated Documents for 06-034-0-0020

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 01-282-0-0013

Acres: 40.000 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 9 - RUSH VALLEY
Certified Rate: 0.010532

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 40.000 Subdivision:
Section: 18 Township: 5S Range: 5W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S, STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 8/3/2010
SEC 18 T55, R5W, NW 1/4 NE 1/4, CONT 40.00 ACRES, M/L, OF SURFACE & MINERALS. FIRST TIME OF RECORD FOR 2002 YEAR PATENT, ENTRY 158018.

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	8/3/2010 7:46:00 AM

Parcel Child

Associated Documents for 01-282-0-0013

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U
359204	EASEMENT	8/18/2011	SCHOOL AND, STATE OF U	PACIFICORP, ROCKY MOUN



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Parcel 06-063-0-0014

Acres: 640.220 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 17 - O.D. WATER CONSERVANCY
Certified Rate: 0.009488

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 640.220 Subdivision:
Section: 1 Township: 5S Range: 6W
Lot: 1-4 Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S SUITE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/10/2010
LOTS 1-4, S1/2N1/2, S 1/2 (ALL) SEC 1, T5S, R6W, SLB&M. 640.22 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
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Parcel Child

Associated Documents for 06-063-0-0014

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U
363162	AGREEMENT	11/29/2011	SCHOOL AND, ROCKY MOUN, PACIFICORP, STATE OF U	ROCKY MOUN, SCHOOL AND, PACIFICORP, STATE OF U



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Parcel 06-063-0-0015

Acres: 0.250 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 17 - O.D. WATER CONSERVANCY
Certified Rate: 0.009488

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 0.250 Subdivision:
Section: 11 Township: 5S Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/10/2010
N1/2, SE1/4, SEC 11, T5S, R6W, SLB&M. 480 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/10/2010 4:45:00 PM

Parcel Child

Associated Documents for 06-063-0-0015

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-065-0-0018

Acres: 640.000 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 17 - O.D. WATER CONSERVANCY
Certified Rate: 0.009488

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 640.000 Subdivision:
Section: 14 Township: 5S Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/11/2010
SEC 14, T5S, R6W, SLB&M. 640 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/11/2010 11:12:00 AM

Parcel Child

Associated Documents for 06-065-0-0018

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-066-0-0003

Acres: 623.400 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 17 - O.D. WATER CONSERVANCY
Certified Rate: 0.009488

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 623.400 Subdivision:
Section: 15 Township: 5S Range: 6W
Lot: Block Plat:

In Care Of

STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/11/2010
LOT 1-4, E1/2, W1/2W1/2, (ALL) SEC 15, T5S, R6W, SLB&M. 623.4 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/11/2010 11:10:00 AM

Parcel Child

Associated Documents for 06-066-0-0003

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-066-0-0004

Acres: 600.000 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 17 - O.D. WATER CONSERVANCY
Certified Rate: 0.009488

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 600.000 Subdivision:
Section: 21 Township: 5S Range: 6W
Lot: Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 3/11/2010
N 1/2, N1/2SW1/4, SE1/4SW1/4, SE1/4, SEC 21, T5S, R6W, SLB&M. 600 AC

Taxable Property

Transaction Summary

Parcel History

Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/11/2010 1:10:00 PM

Parcel Child

Associated Documents for 06-066-0-0004

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-066-0-0005

Acres: 588.400 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

Property Addresses

House No: 0 Street: 0
City: 0

Tax Information

Tax Status: EX
Area: 17 - O.D. WATER CONSERVANCY
Certified Rate: 0.009488

Tax Rate Certification

Tax Rate Not Certified for Current Year 2012
Market and Taxable Values Not Certified for Current Year 2012

Mortgage Company

Name: not requested

General Information

Acres: 588.400 Subdivision:
Section: 22 Township: 5S Range: 6W
Lot: 1,2,3,4 Block: Plat:

In Care Of

STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102

Legal Description

Effective Date: 8/23/2010
LOT 1, 2, 3, 4, NE 1/4, W 1/2 W 1/2, N 1/2 SE1/4, SW 1/4 SE1/4, SEC 22, T5S, R6W, SLB&M. 588.40 AC

Taxable Property

Transaction Summary

Parcel History

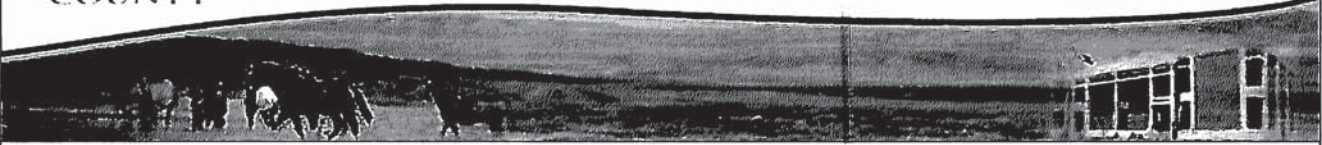
Owners

Name	Vesting Document Details	Effective
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/11/2010 1:10:00 PM

Parcel Child

Associated Documents for 06-066-0-0005

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U



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Parcel 06-069-0-0024

Acres: 198.010 Primary Owner: STATE OF UTAH

Abstract Complete Through Date: 4/3/2012 11:50:43 AM

Property Address: 0.00

<p>Property Addresses</p> <p>House No: 0 Street: 0 City: 0</p> <hr/> <p>Tax Rate Certification</p> <p>Tax Rate Not Certified for Current Year 2012 Market and Taxable Values Not Certified for Current Year 2012</p> <hr/> <p>General Information</p> <p>Acres: 198.010 Subdivision: Section: 27 Township: 5S Range: 6W Lot: Block: Plat:</p> <hr/> <p>Legal Description</p> <p>Effective Date: 3/11/2010 LOT 1, NW1/4NE1/4, W1/2NW1/4, SE1/4NW1/4, SEC 27, T5S, R6W, SLB&M. CON 198.01 AC</p>	<p>Tax Information</p> <p>Tax Status: EX Area: 17 - O.D. WATER CONSERVANCY Certified Rate: 0.009488</p> <hr/> <p>Mortgage Company</p> <p>Name: not requested</p> <hr/> <p>In Care Of</p> <p>STATE OF UTAH - 675 E 500 S STE 500, SALT LAKE CITY, UT, 84102</p>
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Taxable Property

Transaction Summary	Parcel History
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<p>Owners</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Vesting Document Details</th> <th style="text-align: left;">Effective</th> </tr> </thead> <tbody> <tr> <td>STATE OF UTAH</td> <td>158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)</td> <td>3/11/2010 2:42:00 PM</td> </tr> </tbody> </table>	Name	Vesting Document Details	Effective	STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/11/2010 2:42:00 PM	Parcel Child
Name	Vesting Document Details	Effective					
STATE OF UTAH	158018-657-316, Filed: 1/24/2001, Inst. Name: PATENT (1/19/2001)	3/11/2010 2:42:00 PM					

Associated Documents for 06-069-0-0024

Entry #	Instrument	Filing Date	Grantor	Grantee
158018	PATENT	1/24/2001	UNITED STA	STATE OF U
359204	EASEMENT	8/18/2011	SCHOOL AND, STATE OF U	PACIFICORP, ROCKY MOUN

EXHIBIT B

EASEMENT NO. 1562
Exhibit "A"

Easement Lands:

Township 4 South, Range 6 West, SLB&M
Section 36: E $\frac{1}{2}$ SE $\frac{1}{4}$ (within)

An strip of land of varying width, being a portion of the S $\frac{1}{2}$ of Section 36, Township 4 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southeast Corner of said Southeast Corner (SE $\frac{1}{4}$) of Section 36, thence South 89°27'50" West along the South Line of said Southeast Quarter, said South Line being also the South Line of the Grantor's land, for a distance of 494.16 feet to the Point of Beginning:

Thence North 06°40'12" West along said centerline for a distance of 2651.02 feet to a point on the North Line of said SE $\frac{1}{4}$ of Section 36, said North Line being also the North Line of the Grantor's land.

Right of way lines are to be shortened or elongated to terminate on the North and South Lines of said South Half of Section 36. Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distances by a Combined Adjustment Factor of 1.000299429805. Containing 15.2 acres, more or less.

Township 5 South, Range 6 West, SLB&M
Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ (within)

An strip of land of varying width, being a portion of Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 1, Township 5 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southeast Corner of said SE $\frac{1}{4}$ of Section 1, thence North 00°26'59" West along the East Line of said Southeast Quarter, said East Line being also the East Line of the Grantor's land, for a distance of 1114.03 feet to the Point of Beginning:

Thence North 06°40'12" West along said centerline for a distance of 4217.40 feet to a point on the North Line of said Lot 1 of Section 1, said North line being also the North Line of the Grantor's land. Right of way lines are to be shortened or extended to terminate on the North Line of said Lot 1 and on the East and South Lines of said SE $\frac{1}{4}$ of Section 1. Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid

Easement No. 1638
PacifiCorp DBA Rocky Mountain Power
Page 8

distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.000299517555.
Containing 24.2 acres, more or less.

Township 5 South, Range 5 West, SLB&M
Section 6: Lots 6, 7 (within)

An strip of land of varying width, being a portion of Lots 6 and 7 of Section 6, Township 5 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 6, thence South 86°55'46" East along the South Line of said Southwest Quarter, said South Line being also the South Line of the Grantor's land, for a distance of 249.30 feet; thence leaving said South Line North 06°40'12" West for a distance of 2296.55 feet, to a point on the West Line of said Lot 6, said West Line being also the West Line of the Grantor's land; thence along the West Line of said Lots 6 and 7 South 00°26'59" East for a distance of 2267.72 feet to the Point of Beginning:

Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.00029960871.
Containing 6.5 acres, more or less.

EXHIBIT C

MONA-OQUIRRH TRANSMISSION LINE

OQUIRRH SUBSTATION

LIMBER-OQUIRRH
DOUBLE CIRCUIT
345KV TUBULAR STEEL

CLOVER-LIMBER
SINGLE CIRCUIT
500KV LATTICE TOWER

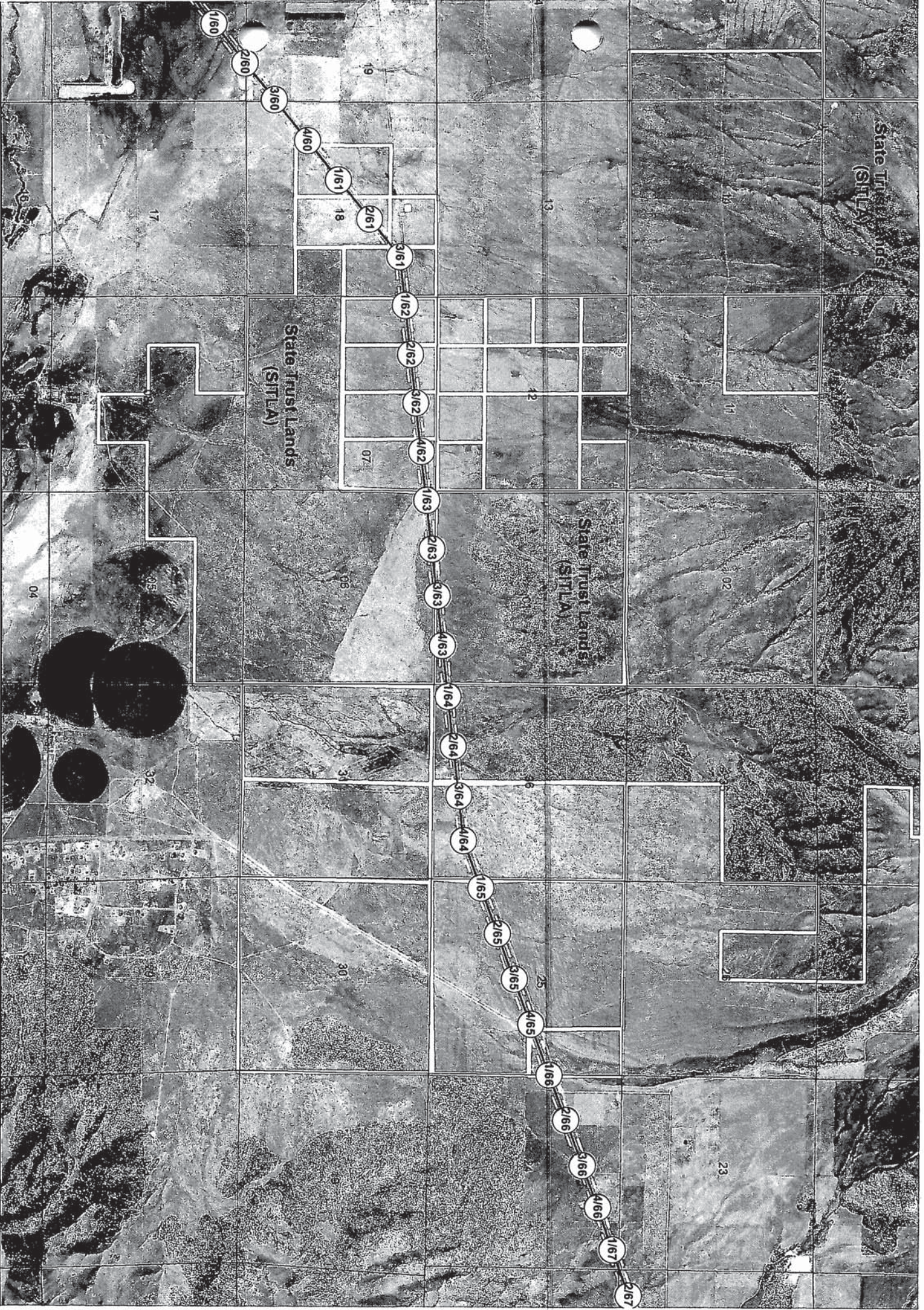
CLOVER SUBSTATION



State Trust Lands (STTLA)

State Trust Lands (STTLA)

State Trust Lands (STTLA)



Jurisdiction



Mona to Oquirrh Transmissior



Jurisdiction

R6W

R5W



Mona to Oquirrh Transmission L

EXHIBIT D

EASEMENT

**Fund: School
Easement No. 1638**

THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, GRANTOR, in consideration of the payment of \$4,465,000.00 plus a \$750.00 application fee, and a one-time \$1,000.00 administrative fee, receipt of which is acknowledged, hereby grants to Rocky Mountain Power, a Division of PacifiCorp, a DBA registered to do business in Utah, 201 South Main Street, Suite 2300, Salt Lake City, Utah, 84111, GRANTEE, an Easement on the state trust lands located in Tooele County, Utah, ("Easement Lands") more particularly described in Exhibit "A" and referred to in Exhibit "B" attached hereto and incorporated herein by reference.

THIS EASEMENT is granted for the purpose of the construction, operation, repair, replacement and maintenance of an overhead high voltage transmission line together with necessary appurtenances on the Easement Lands subject to the following terms and conditions:

1. This Easement shall be for a term of 30 years commencing September 1, 2011, and expiring August 31, 2041, unless earlier terminated under the terms hereof; provided however, that GRANTEE shall have a right to extend the term of this easement for an additional 30 years subject to the payment of a renewal fee in accordance with GRANTOR's established fee schedule at the time of renewal. This Easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah. This Easement is subject to any valid and existing rights.

2. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance and shall hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, repair, replacement and maintenance of said transmission line, so long as the Easement shall remain in force and effect. All work performed in connection with this Easement shall be conducted in a workmanlike manner.

3. GRANTOR reserves the right to relocate or modify the Easement, in whole or in part, as may be deemed necessary by GRANTOR, in its sole discretion, to accommodate GRANTOR's use of the dominant estate or the adjoining lands for any purpose; provided that such relocation or modification does not impair GRANTEE'S use of the transmission line or rights granted under this Easement. The relocated or modified Easement shall provide GRANTEE with access such as is necessary to fulfill the purposes of the grant.

4. GRANTEE shall have sixty (60) days after the expiration or termination of this Easement to remove said transmission line if GRANTOR determines it is in GRANTOR's best interest, and upon written notification from GRANTOR. In the event the same is not removed within sixty (60) days of GRANTEE'S receipt of written notice, it is mutually agreed by and between GRANTOR and GRANTEE that GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of GRANTEE.

5. GRANTEE represents that it has notified holders of state issued interests in the area immediately surrounding the Easement, as set forth in Exhibit "C" attached hereto, of GRANTEE's rights and plans hereunder. GRANTEE represents that the location and construction of this Easement will not unreasonably interfere with or cause damage to such other existing users.

6. GRANTEE agrees that, for good cause shown, at any time during the term of this Easement, GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with GRANTOR a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to GRANTOR, in a sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

7. GRANTEE assumes liability for and agrees to indemnify GRANTOR from and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the Easement of GRANTEE, its servants, employees, agents, sublessees, assignees, or invitees, unless such liability is caused by GRANTOR's sole negligence or willful misconduct.

8. This Easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that GRANTEE, its assigns or successors in interest have breached any conditions of this Easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by GRANTOR to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this Easement without further notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

9. GRANTEE hereby consents to suit in any dispute arising under the terms of the Easement or as a result of operations carried out under the Easement. GRANTEE further agrees for itself, successors and assigns that any suit brought in connection with this Easement shall be brought in the Third District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.

10. The acquisition or assumption by another party under an agreement, such as an assignment, sublease, contract, or any other agreement, with GRANTEE of any right or obligation of GRANTEE under this Easement shall be ineffective as to GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a grantee, and assumes in writing all of the obligations of GRANTEE under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as GRANTOR deems necessary. GRANTOR may refuse to grant approval for such an agreement in its sole discretion.

11. GRANTEE shall at all times observe reasonable precautions to prevent fire on said Easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement proximately caused by GRANTEE, its

servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester or any other government entity incurring supplemental costs, GRANTEE agrees to reimburse GRANTOR for its cost of such fire suppression action.

12. GRANTEE shall surrender to GRANTOR said lands in the original land contour in order to allow the area to properly drain within 60 days of the termination of this Easement. Rehabilitation shall be done with the approval and to the specifications of GRANTOR.

13. GRANTEE, in exercising the privileges granted by this Easement, shall comply with the provisions of all federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement. GRANTEE shall neither commit nor permit any waste on the Easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

14. GRANTOR herein reserves the right to utilize said Easement for access to and from the lands owned by GRANTOR on both sides of said Easement.

15. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where GRANTOR deems such uses appropriate and compatible; provided that such further uses do not interfere with GRANTEE'S uses allowed hereunder. GRANTOR hereby reserves the right to dispose of the property by sale or exchange. This agreement shall run with the disposal of the property and shall not be terminated by such sale or exchange and shall continue in effect.

16. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement so long as said leased uses do not interfere with or endanger GRANTEE'S facilities.

17. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when GRANTEE has applied for and received a materials permit from GRANTOR.

18. GRANTEE shall have the right to cut, prune or remove trees and other vegetation from the Easement that may endanger GRANTEE'S facilities or GRANTEE'S access in accordance with normal industry standards.

19. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the subject lands are and shall remain the property of GRANTOR. GRANTEE agrees that all costs associated with archeological and paleontological investigations on the subject lands that may be required by GRANTOR will be borne by GRANTEE. GRANTEE further agrees to cease all activity on the subject lands and immediately notify GRANTOR if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the subject lands,

and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of GRANTOR.

20. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against GRANTOR for any claimed failure or deficiency of GRANTOR's title to said lands or for interference by any third party.

21. GRANTOR reserves the right to inspect the area subject to the Easement at any time and recall GRANTEE for correction of any violations of stipulations contained herein. If GRANTEE fails to correct such violations within a reasonable time GRANTOR may, after thirty (30) days written notice, re-enter and terminate this Easement.

22. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

23. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

PacifiCorp DBA Rocky Mountain Power
Attn: Right of Way Department
1407 West North Temple, Ste 110A
Salt Lake City, UT 84116

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

24. This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

25. No waiver of conditions by GRANTOR of any default of GRANTEE or failure of GRANTOR to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent GRANTOR from exercising any legal or equitable remedy it may otherwise have.

26. If during construction of the transmission line, GRANTEE crosses fences or access roads on the Easement Lands or other lands owned by GRANTOR, GRANTEE shall take care to ensure that the fences and access roads are left in good condition. If GRANTEE is unable to maintain the fences and access roads in good condition, GRANTEE shall rebuild the same to a condition that is equal to or better than the condition of the fence or road prior to construction. If GRANTEE installs a gate on the Easement Lands, the gate supports must be of new wood or steel pipe construction.

Easement No. 1638
PacifiCorp DBA Rocky Mountain Power
Page 5

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Easement to be executed this _____ day of _____ 2011.

GRANTOR: STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

By: _____
KEVIN S. CARTER, DIRECTOR

GRANTEE: ROCKY MOUNTAIN POWER, A
DIVISION OF PACIFICORP
201 South Main Street, Suite 2300
Salt Lake City, UT 84111

By: _____
Its: _____ to

APPROVED AS TO FORM
MARK L. SHURTLEFF
ATTORNEY GENERAL

By: _____
Special Assistant Attorney General

Easement No. 1638
PacifiCorp DBA Rocky Mountain Power
Page 6

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On the _____ day of _____, 2011, appeared before me Kevin S. Carter, the Director of the School and Institutional Trust Lands Administration of the State of Utah (SITLA), who, his identity and position having been satisfactorily established to me, affirmed upon oath that the governing body of SITLA has authorized him to execute the foregoing Easement No. 1638, and duly acknowledged in my presence as having executed the same for the purpose stated therein.

My commission expires: _____ Notary Public, residing at: _____

STATE OF)
) §
COUNTY OF)

On the _____ day of _____, 2011, appeared before me _____, the _____ of Rocky Mountain Power, a Division of PacifiCorp, a DBA registered to do business in Utah, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Rocky Mountain Power, has authorized him/her to execute the foregoing Easement, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

My commission expires: _____ Notary Public, residing at: _____

EASEMENT NO. 1562
Exhibit "A"

Easement Lands:

Township 4 South, Range 6 West, SLB&M
Section 36: E $\frac{1}{2}$ SE $\frac{1}{4}$ (within)

An strip of land of varying width, being a portion of the S $\frac{1}{2}$ of Section 36, Township 4 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southeast Corner of said Southeast Corner (SE $\frac{1}{4}$) of Section 36, thence South 89°27'50" West along the South Line of said Southeast Quarter, said South Line being also the South Line of the Grantor's land, for a distance of 494.16 feet to the Point of Beginning:

Thence North 06°40'12" West along said centerline for a distance of 2651.02 feet to a point on the North Line of said SE $\frac{1}{4}$ of Section 36, said North Line being also the North Line of the Grantor's land.

Right of way lines are to be shortened or elongated to terminate on the North and South Lines of said South Half of Section 36. Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distances by a Combined Adjustment Factor of 1.000299429805. Containing 15.2 acres, more or less.

Township 5 South, Range 6 West, SLB&M
Section 1: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ (within)

An strip of land of varying width, being a portion of Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 1, Township 5 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southeast Corner of said SE $\frac{1}{4}$ of Section 1, thence North 00°26'59" West along the East Line of said Southeast Quarter, said East Line being also the East Line of the Grantor's land, for a distance of 1114.03 feet to the Point of Beginning:

Thence North 06°40'12" West along said centerline for a distance of 4217.40 feet to a point on the North Line of said Lot 1 of Section 1, said North line being also the North Line of the Grantor's land. Right of way lines are to be shortened or extended to terminate on the North Line of said Lot 1 and on the East and South Lines of said SE $\frac{1}{4}$ of Section 1. Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid

Easement No. 1638
PacifiCorp DBA Rocky Mountain Power
Page 8

distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.000299517555.
Containing 24.2 acres, more or less.

Township 5 South, Range 5 West, SLB&M
Section 6: Lots 6, 7 (within)

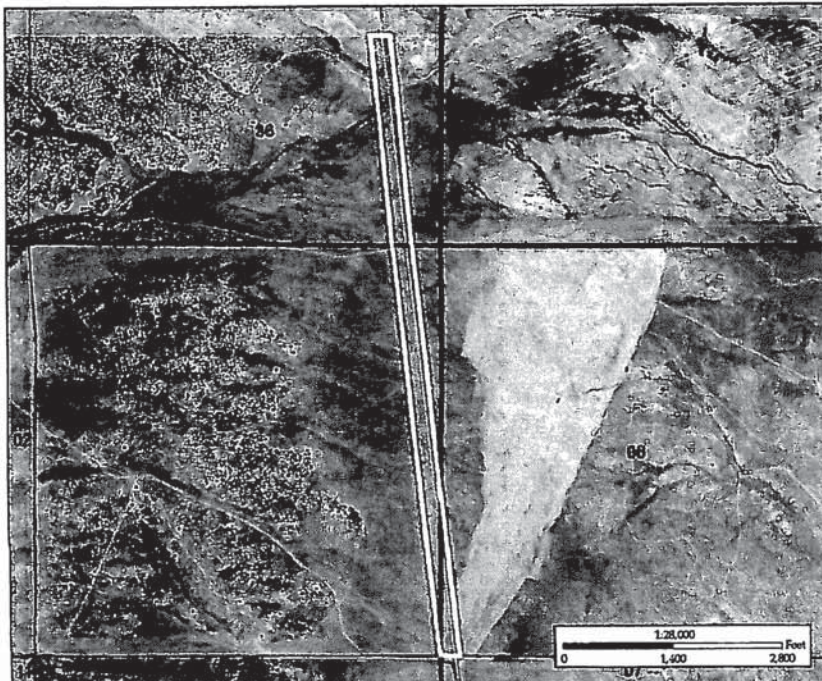
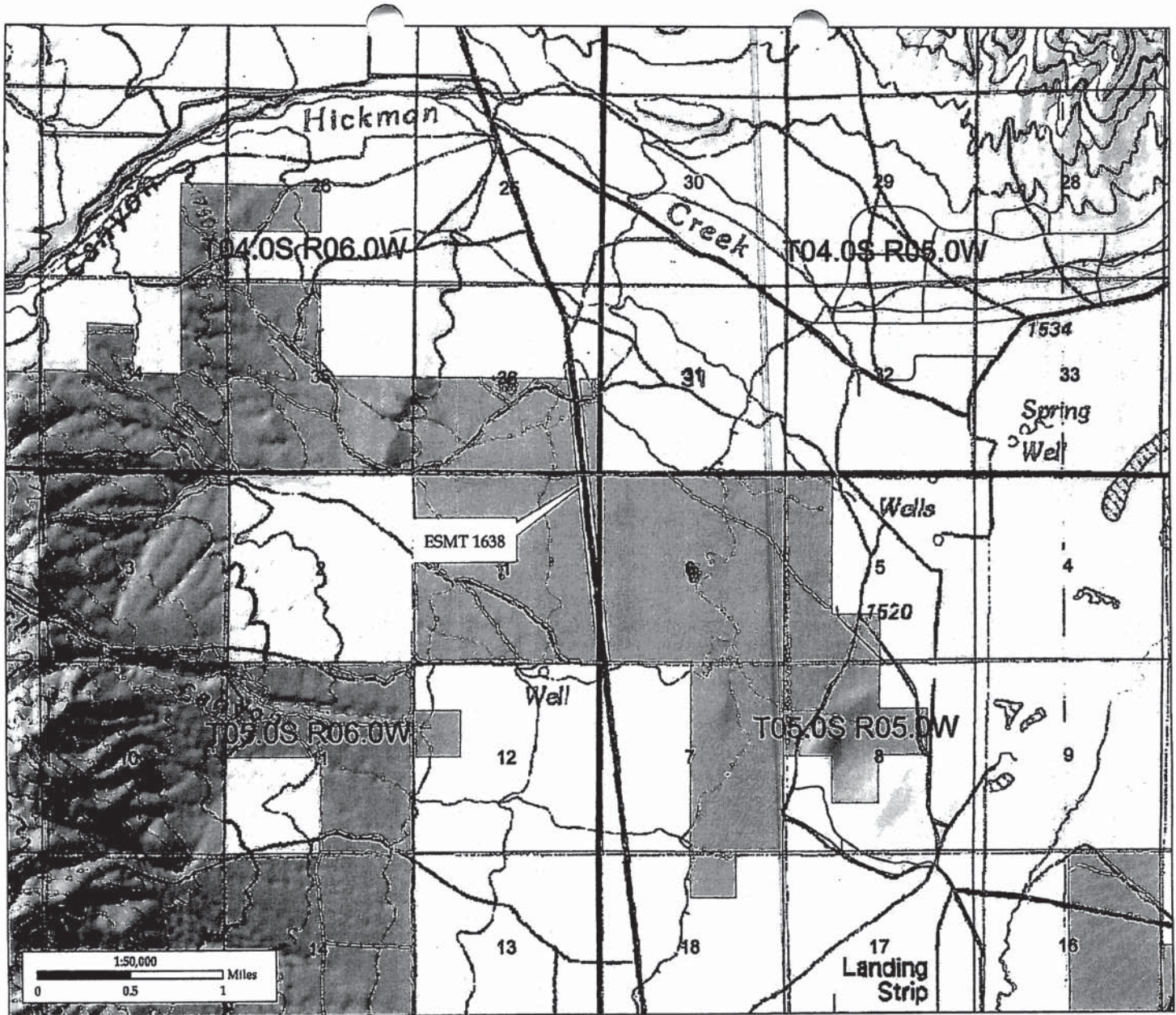
An strip of land of varying width, being a portion of Lots 6 and 7 of Section 6, Township 5 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 6, thence South 86°55'46" East along the South Line of said Southwest Quarter, said South Line being also the South Line of the Grantor's land, for a distance of 249.30 feet; thence leaving said South Line North 06°40'12" West for a distance of 2296.55 feet, to a point on the West Line of said Lot 6, said West Line being also the West Line of the Grantor's land; thence along the West Line of said Lots 6 and 7 South 00°26'59" East for a distance of 2267.72 feet to the Point of Beginning:

Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.00029960871.
Containing 6.5 acres, more or less.

Easement No. 1638
PacifiCorp DBA Rocky Mountain Power
Page 9

EASEMENT NO. 1638
Exhibit "B"



Easement No. 1638 - Power Line

Townships 4 & 5 South,
Ranges 5 & 6 West, SLB&M,
Within, Tooele County

August 02, 2011 SITLA

State of Utah
Bureau of Land Management
Trust Lands Administration

Land Ownership and Administration	Easement
Bureau of Land Management	
Bureau of Reclamation	
Bankhead-Jones Land Use Lands	
National Recreation Areas	
National Parks, Monuments & Historic Sites	
National Forest	
National Wilderness Area	
National Wildlife Refuge	
Other Federal	
Military Reservations and Corps of Engineers	
Private	
State Trust Lands	
State Sovereign Land	
State Parks and Recreation	
State Wildlife Reserve/Management Area	
Other State	
Tribal Lands	

Coordinate System: NAD 1983 UTM Zone 12N
Projection: Transverse Mercator

Data represented on this map is for REFERENCE USE ONLY and is NOT to be used in place of a legal land survey! The Utah State and Institutional Trust Lands Administration (SITLA) IT/IGIS Department assumes no responsibility for errors or omissions in these materials. Land parcels, lease boundaries and associated SITLA data layers may have been adjusted to align with other digital features (i.e. PLSS lines, digital imagery, roads) or other tie points in order to allow for visual "best fit". While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. SITLA hereby disclaims any and all liability due to the use or misuse of this map and the data represented on this map. The user assumes total responsibility for verification and use.

Lakes, rivers, streams, highways, roads, county and state boundaries were USGS DLG 1:100,000 source files, and contour lines (if present) were generated from USGS DEM 3-arc-second files, collected and distributed by the Utah Associated Geographic Reference Center. The ownership information was originally digitized by Utah State University from BLM 1:100,000 source maps and has been edited by Utah Trust Lands Administration (TLA) to reflect current state ownership. TLA surface and mineral ownership is frequently being updated and verified by TLA. Official and detailed information is available from the responsible agencies. Color Aerial Photo (National Agricultural Imagery Program, NAIP 2009).

Easement No. 1638
PacifiCorp DBA Rocky Mountain Power
Page 10

EASEMENT NO. 1638
Exhibit "C"

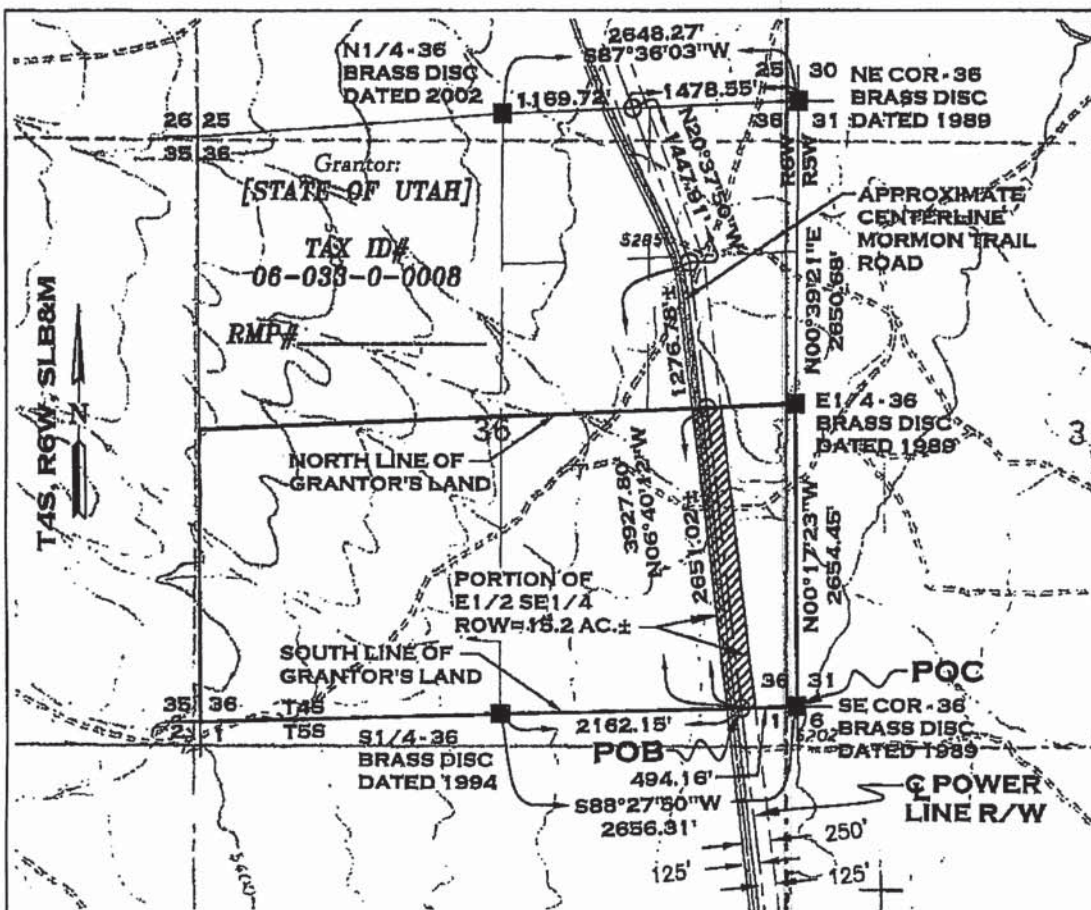
Grazing Permit No. 23133

Rockin R Ranch LLC
c/o Lacey Russell Burrows
71 East Highway 199
Rush Valley, UT 84069

Grazing Permit No. 23146

Cow Hollow Grazers Association
c/o Chad Hunt
1201 West Center Street
Rush Valley, UT 84069

Exhibit B-1
(Easement Area Drawing)



LEGEND

- FND. TOOELE COUNTY BRASS DISC
- CALCULATED POSITION

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: 1"=1500' DATE: 5/28/2010

BY: MLT/KTY CKD: DPV APP: JFB

TOWILL Surveying, Mapping and GIS Services
8799 Balboa Avenue Ste# 140
San Diego, CA 92123
(858) 384-0088

EXHIBIT B-1
PORTION SEC 36,
T04S, R06W, SLB&M
TOOELE COUNTY, UTAH

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

Exhibit B-2
(Easement Area Drawing)

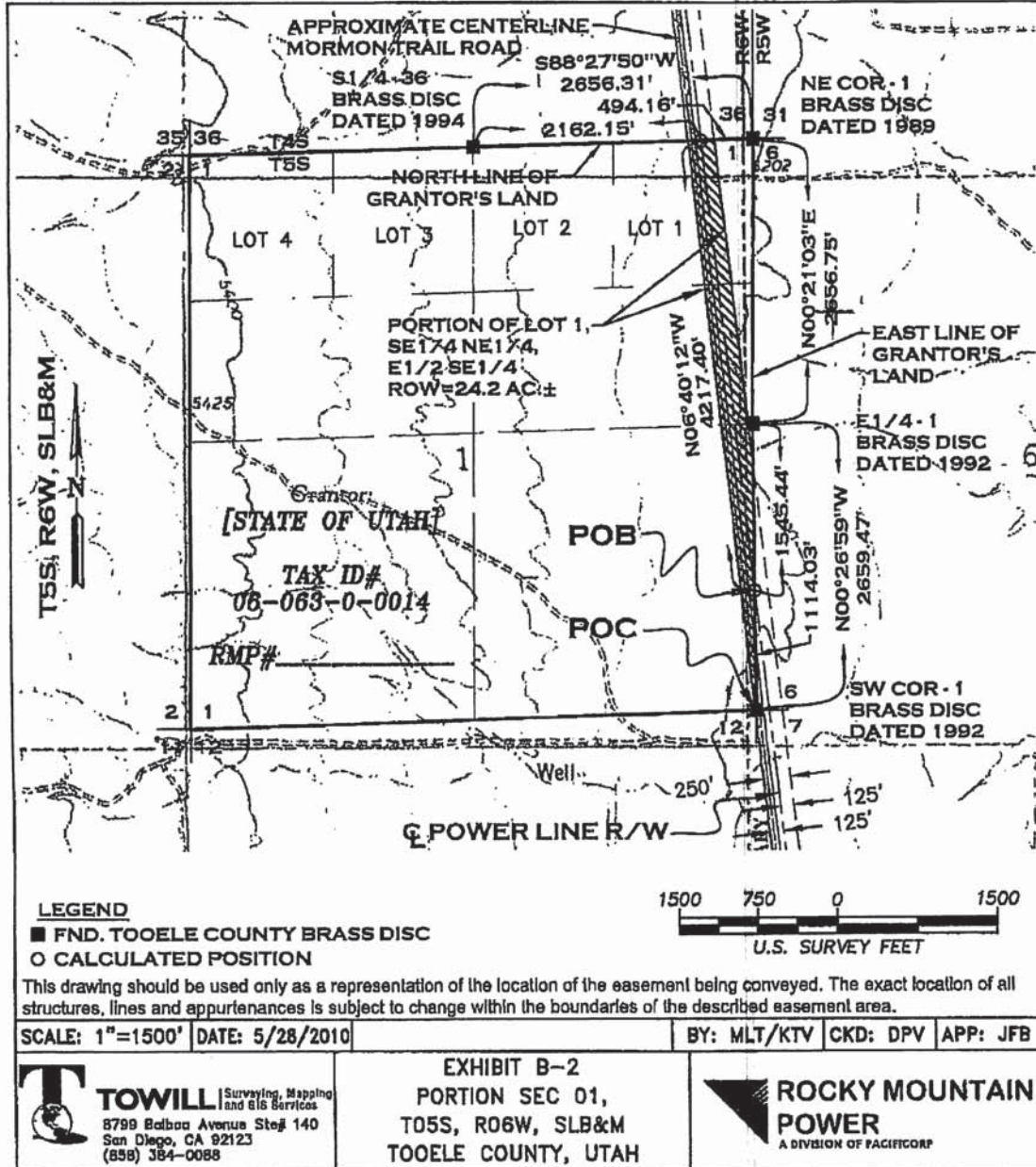
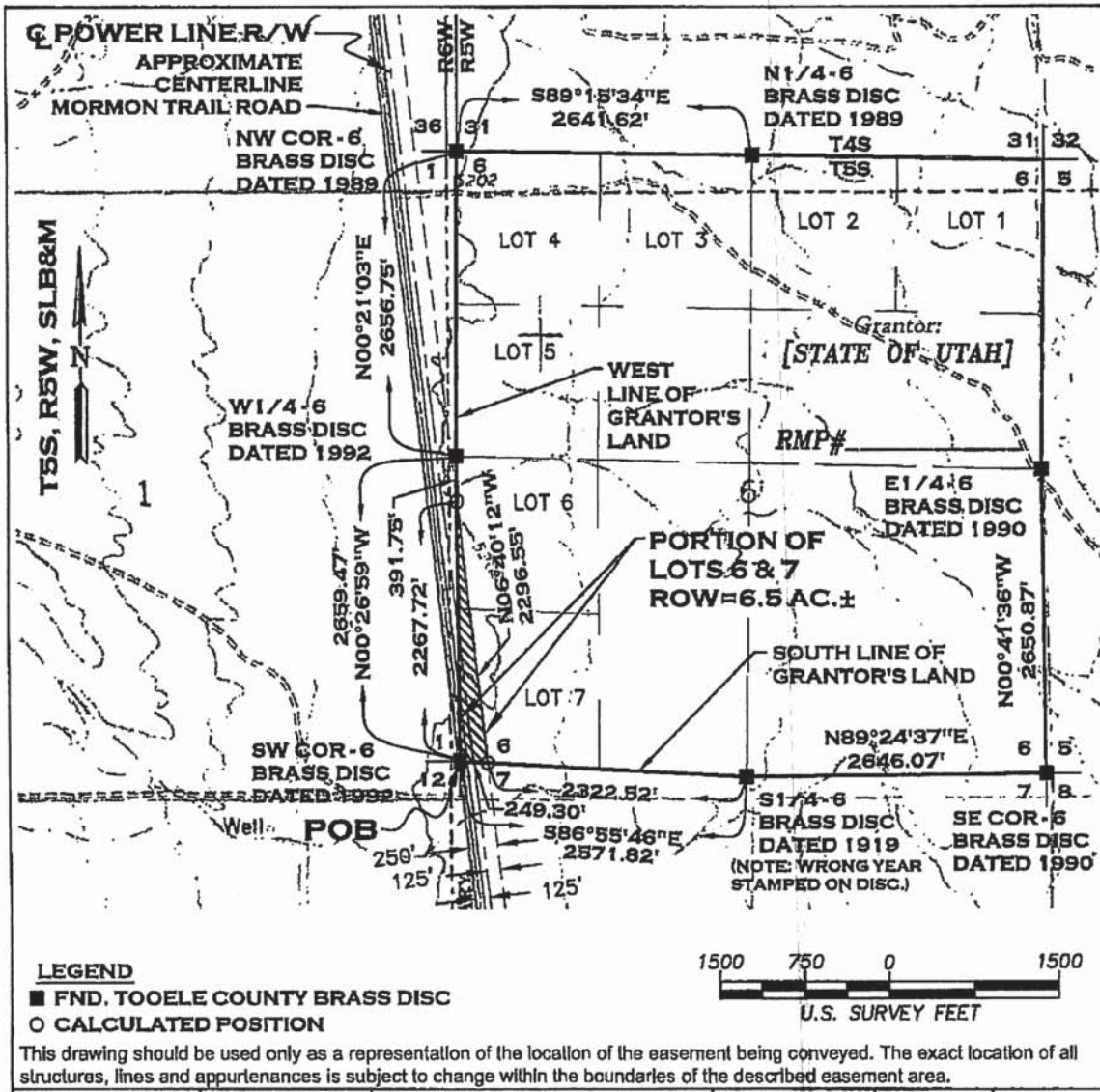


Exhibit B-3
(Easement Area Drawing)





 <p>TOWILL Surveying, Mapping and GIS Services 8799 Balboa Avenue Ste# 140 San Diego, CA 92123 (858) 384-0088</p>	<p>EXHIBIT B-3 PORTION SEC 06, T05S, R05W, SLB&M TOOELE COUNTY, UTAH</p>	 <p>ROCKY MOUNTAIN POWER A DIVISION OF PACIFICORP</p>	
BY: MLT/KTV		CKD: DPV	APP: JFB

EXHIBIT E

BEFORE THE BOARD OF TRUSTEES OF THE
UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

ROCKY MOUNTAIN POWER,

Petitioner,

vs.

STATE OF UTAH SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION,

Respondent.

**ORDER ON INITIAL
CONSIDERATION OF PETITION**
(Easement No. 1638)

Appeal No. 2012-01

On March 15, 2012, the Board of Trustees of the School and Institutional Trust Lands Administration (“Board”) met in open, public session to consider the January 31, 2012 Petition of Rocky Mountain Power (“Petition”). Rocky Mountain Power submitted the Petition pursuant to Utah Admin. Code R850-8-1000. The Petition sought review of a January 17, 2012¹ final agency action by the State of Utah School and Institutional Trust Lands Administration (“Administration”).

In the January 17, 2012 final agency action, the Administration’s Director approved Rocky Mountain Power’s request for Easement No. 1638 and also determined the compensation owed to the Administration under that certain Right of Entry Agreement dated March 8, 2011

¹The Petition actually references a January 18, 2012 final agency action, but the correct date of the final agency action that is the subject matter of these proceedings appears to be January 17, 2012. See Exhibit A hereto.

(Right of Entry No. 5579) for Easement No. 1638.² Specifically, the Administration determined that “[t]he applicant will be required to pay an application fee of \$750.00 and an easement rental of \$4,465,000.00.” The latter figure was based upon the market value opinion set forth in a May 26, 2011 appraisal by Lang Appraisal Services, Inc.. That appraisal was signed by Utah State Certified General Appraisers William R. Lang, MAI, and John W. Lang.

The Board, having reviewed the materials submitted by the parties, having heard presentations by both parties, and making its decision by unanimous vote, hereby ORDERS as follows: (1) further proceedings herein shall be conducted formally, in accordance with applicable law; and (2) a hearing examiner is appointed pursuant to Utah Admin. Code R850-8-1500 for the purpose of taking evidence and recommending findings of fact and conclusions of law to the Board. The hearing examiner is directed to make a recommendation to the Board as to whether it should find that the Administration’s final agency action violated a statute, rule, contract provision, or Board policy and, if so, which of those was violated and how.

²According to the final agency action, “ROE 5579 was approved on March 21, 2011, and ultimately amended to expire on January 10, 2012.” Final Agency Action of 1/17/12 at 6. For reference, the First Amendment to ROE 5579 took place on September 22, 2011 and the Second Amendment took place on November 21, 2011.

Dated this 19th day of March, 2012.

BY THE BOARD:

A handwritten signature in cursive script that reads "Michael R. Brown". The signature is written in black ink and is positioned above a horizontal line.

Michael Brown, Chairman

CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing **ORDER ON INITIAL CONSIDERATION OF PETITION (Easement No, 1638)**, postage prepaid, this 20th day of March, 2012, to the following:

D. Matthew Moscon
Lauren A. Shurman
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

R. Jeff Richards
ROCKY MOUNTAIN POWER
201 South Main Street, Suite 2200
Salt Lake City, Utah 84111

*Attorneys for Petitioner
Rocky Mountain Power*

David E. Gee
Hearing Examiner
PARR, BROWN, GEE & LOVELESS
185 S. State St. Ste. 800
Salt Lake City, Utah 84111

Thomas A. Mitchell
Wendy K. Peterson
Special Assistant Attorneys General
675 East 500 South, Suite 500
Salt Lake City, UT 84102
*Attorneys for Respondent State of Utah School
and Institutional Trust Lands Administration*

Original on file:

State of Utah School and Institutional
Trust Lands Administration Board
675 East 500 South, Suite 500
Salt Lake City, UT 84102

Nannette Johnson 3-20-12
Nannette Johnson, Board Secretary

Exhibit A

(January 17, 2012 Agency Action Notice)

JANUARY 17, 2012

THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION TOOK FORMAL ACTION ON JANUARY 17, 2012, IN THE TRUST LANDS ADMINISTRATION OFFICE, 675 EAST 500 SOUTH, SUITE 500, SALT LAKE CITY, UTAH 84102-2818, ON THE MINERAL, SURFACE, DEVELOPMENT, FEE WAIVER, AND TRUST ACCOUNTING BUSINESS MATTERS AS INDICATED AND WHICH BECOME EFFECTIVE AT 5:00 P.M. ON JANUARY 17, 2012.

THESE MINUTES INCLUDE MINERAL ACTIONS AS LISTED ON PAGES 1 TO 3; SURFACE ACTIONS AS LISTED ON PAGES 3 TO 18; DEVELOPMENT ACTIONS AS LISTED ON PAGES 18 TO 21; ACTIONS CONTAINING FEE WAIVERS AS LISTED ON PAGES 21 TO 23; AND TRUST ACCOUNTING ACTIONS AS LISTED ON PAGE 23.

THESE MINUTES ARE DEEMED THE FINAL AGENCY ACTION CONCERNING THESE MATTERS AND MAY BE SUBJECT TO REVIEW AND/OR ADJUDICATION PURSUANT TO R850-8 OF THE AGENCY'S RULES. ANY APPEAL OF MATTERS CONTAINED WITHIN THESE MINUTES MUST BE IN WRITING, PURSUANT TO R850-8-1000, AND MUST BE RECEIVED BY THE OFFICE OF THE DIRECTOR BY 5:00 P.M. ON TUESDAY, JANUARY 31, 2012. APPEALS NOT FILED BY THAT TIME WILL NOT BE ACCEPTED AND THE MATTERS WILL BE CONSIDERED UNAPPEALABLE.



KEVIN S. CARTER, DIRECTOR
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION



LESLIE M. WARNER, RECORDS OFFICER

ARCHIVES APPROVAL NO. 7990209

EASEMENTS

EASEMENT NO. 1638 - FINAL AGENCY ACTION (APPROVAL)

APPLICANT'S NAME AND ADDRESS:

PacifiCorp dba Rocky Mountain Power
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

LEGAL DESCRIPTION:

Township 4 South, Range 6 West, SLB&M
Section 36: E $\frac{1}{2}$ SE $\frac{1}{4}$ (Within)

A strip of land of varying width, being a portion of the S $\frac{1}{2}$ of Section 36, Township 4 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 36, thence South 89°27'50" West along the South Line of said SE $\frac{1}{4}$, said South Line being also the South Line of the Grantor's land, for a distance of 494.16 feet to the Point of Beginning:

Thence North 06°40'12" West along said centerline for a distance of 2651.02 feet, more or less, to a point on the North Line of said SE $\frac{1}{4}$ of Section 36, said North Line being also the North Line of the Grantor's land.

Right of way lines are to be shortened or extended to terminate on the North and South Lines of said South Half of Section 36. Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distances by a Combined Adjustment Factor of 1.000299429805.

Containing 15.2 acres, more or less.

Township 5 South, Range 5 West, SLB&M
Section 6: Lots 6, 7 (Within)

A strip of land of varying width, being a portion of Lots 6 and 7 of Section 6, Township 5 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being described as follows:

Beginning at the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 6, said Southwest Corner being the Point of Beginning:

Thence South 86°55'46" East along the South Line of said SW $\frac{1}{4}$, said South Line being also the South Line of the Grantor's land, for a distance of 249.30 feet; thence leaving said South Line North 06°40'12" West for a distance of 2296.55 feet, to a point on the West Line of said Lot 6, said West Line being also the West Line of the Grantor's land; thence along the West Line of said Lots 6 and 7 South 00°26'59" East for a distance of 2267.72 feet to the Point of Beginning.

Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.00029960871.

Containing 6.5 acres, more or less.

EASEMENT NO. 1638 - FINAL AGENCY ACTION (APPROVAL) (CONTINUED)

Township 5 South, Range 6 West, SLB&M
Section 1: Lot 1, SE¼NE¼, SE¼ (Within)

A strip of land of varying width, being a portion of Lot 1, SE¼NE¼, SE¼ of Section 1, Township 5 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, said strip of land being no less than 125 feet on each side of a centerline described as follows:

Commencing at the Southeast Corner of the Southeast Quarter (SE¼) of Section 1, thence North 00°26'59" West along the East Line of said SE¼, said East Line being also the East Line of the Grantor's land, for a distance of 1114.03 feet to the Point of Beginning:

Thence North 06°40'12" West along said centerline for a distance of 4217.40 feet to a point on the North Line of said Lot 1 of Section 1, said North line being also the North Line of the Grantor's land.

Right of way lines are to be shortened or extended to terminate on the North Line of said Lot 1 and on the East and South Lines of said SE¼ of Section 1. Bearings and distances are expressed in terms of the Utah Coordinate System 1983 Central Zone. Distances are expressed in U.S. Survey Feet. To convert the stated grid distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.000299517555.

Containing 24.2 acres, more or less.

The easement administrator has had this legal description reviewed by the GIS Group.

COUNTY: Tooele

ACRES: 45.90

FUND: School

PROPOSED ACTION:

The applicant has requested a non-exclusive easement to construct, operate, repair, and maintain an overhead 500 kV power line, access roads and temporary construction pull sites. The power line is known as the Mona to Limber power distribution line, running from the Mona power plant in Juab County to the proposed Limber substation in Tooele County. The proposed easement corridor is approximately 7,997.62 feet long and 250 feet wide, containing 45.90 acres. The requested term of the easement is 30 years. Because of the size of the 500 kV power line, it is expected that the easement will be renewed indefinitely.

RELEVANT FACTUAL BACKGROUND:

The subject easement application was received on May 3, 2010. It was submitted for Agency review on May 12, 2010, and was accepted by the Director on June 14, 2010.

The applicant originally requested one easement to cover the entire length of the Mona to Limber power line. The lands included under this ESMT 1638 are those falling within the St. John development block. The applicant was granted ESMT 1562, approved February 7, 2011, for all portions of the proposed power line not crossing the development block. The purpose of executing a separate easement for lands within the development block is for valuation of its corresponding easement rental fee independent from the easement rental fee for the remainder of the proposed power line.

EASEMENT NO. 1638 - FINAL AGENCY ACTION (APPROVAL) (CONTINUED)

An appraisal was required to determine the easement rental fee. The applicant desired to begin construction of the power line on the subject lands prior to finalizing this easement agreement due to the time required to complete the appraisal. ROE 5579 was approved on March 21, 2011, and ultimately amended to expire on January 10, 2012. The right of entry contract states that the permittee (Rocky Mountain Power) "will acquire an easement in a form acceptable to the Trust Lands Administration, and for consideration to be paid, in an amount as determined by the Trust Lands Administration to provide compensation to the Trust Lands Administration for the fair market value of the Trust Lands Administration lands affected by the easement to be granted, including severance damages to adjoining lands not subject to the easement, if any, as supported in an MAI Appraisal commissioned for and accepted by the Trust Lands Administration."

The required appraisal was performed by Lang Appraisal Service, Inc., and provides a valuation for the subject easement as of March 30, 2011. The appraisal states that the "market value of the 30-year easement/permit associated with the Rocky Mountain Power Company 500 kV power corridor on 35 acres, required buffer zone and damages to the larger parcel remainders, as of the valuation date, are \$4,465,000.00 in our opinion." The appraisal cites 35 acres due to portions of the overall 45.90 acres being impacted by an existing highway.

The proposed easement was sent to the Resource Development Coordinating Committee ("RDCC"), the Wasatch Front Regional Council, and the Tooele County Commission for review on October 18, 2010. No comments were received.

The project area has been surveyed for cultural resources by EPG (#U-08-EO-1231 b,p,s).

EVALUATION OF FACTS:

The Agency's Archaeology staff has reviewed the cultural resource survey that was completed by EPG. No eligible sites were identified on trust lands; therefore, the project has been cleared for cultural resources for this easement area.

Upon recommendation of Mr. Scott Bartlett, the Director approved the applicant's request for Easement No. 1638. The term of the easement is 30 years, beginning January 1, 2012, and expiring December 31, 2041. The applicant will be required to pay an application fee of \$750.00 and an easement rental of \$4,465,000.00. Pursuant to R850-40-1800, an administrative fee will be assessed every three years throughout the term of the easement with the first payment being due January 1, 2015. The applicant has the option to pay the administrative fee in a one-time payment of \$1,000.00.

This is a Final Agency Action pursuant to Utah Admin. Code R850-8-900, which is appealable pursuant to R850-8-1000.

EASEMENT NO. 1674 (APPROVAL)

APPLICANT'S NAME AND ADDRESS:

Kerr-McGee Oil & Gas Onshore LP
1368 South 1200 East
Vernal, UT 84078

LEGAL DESCRIPTION:

Township 9 South, Range 21 East, SLB&M
Section 27: NW¼ (Within)

A 45' wide right of way located in the NW¼ of Section 27, T9S, R21E, SLB&M, the centerline of which is described as follows:

Cover Sheet for Civil Actions

Interpretation. If you do not speak or understand English, contact the court at least 3 days before the hearing or mediation, and an interpreter will be provided.

Interpretación. Si usted no habla o entiende el Inglés contacte al tribunal por lo menos 3 días antes de la audiencia o mediación y le proveerán un intérprete.

Plaintiff/Petitioner (First)

Pacificorp
 Name
 1033 NE 6th Aveune
 Address
 Portland, OR 97256
 City, State, Zip
 (888) 221-7070
 Phone Email

First Plaintiff/Petitioner's Attorney*

D. Matthew Moscon
 Name
 6947
 Bar Number

Plaintiff/Petitioner (Second)

Name
 Address
 City, State, Zip
 Phone Email

Second Plaintiff/Petitioner's Attorney*

Name
 Bar Number

State of Utah; Utah School & Institutional Trust Lands Administration

Name
 675 East 500 South, Suite 500
 Address
 Salt Lake City, Utah 84102
 City, State, Zip
 801-538-5100
 Phone Email

First Defendant/Respondent's Attorney*

Mark Shurtleff
 Name
 04666
 Bar Number

Defendant/Respondent (Second)

Name
 Address
 City, State, Zip
 Phone Email

Second Defendant/Respondent's Attorney*

Name
 Bar Number

*Attorney mailing and email addresses provided by Utah State Bar.

Defendant/Respondent (First)

Total Claim for Damages \$ _____ Jury Demand Yes No \$250 Jury Demand

Schedule of Fees: §78a-2-301 (Choose all that apply. See Page 2 for fees for claims other than claims for damages.)

PLEASE CHOOSE ONE BEFORE PROCEEDING:

- No monetary damages are requested. (URCP 26: Tier 2)
- Damages requested are \$50,000 or less (URCP 26: Tier 1)
- Damages requested are more than \$50,000 and less than \$300,000 (URCP 26: Tier 2)
- Damages requested are \$300,000 or more (URCP 26: Tier 3)
- This case is exempt from URCP 26. (E)

— MOTION TO RENEW JUDGMENT —

- \$37.50 Damages \$2000 or less
- \$92.50 Damages \$2001 - \$9,999

\$180 Damages \$10,000 & over

— COMPLAINT OR INTERPLEADER —

- \$75 Damages \$2000 or less
- \$185 Damages \$2001 - \$9999
- \$360 Damages \$10,000 & over
- \$360 Damages Unspecified

— COUNTERCLAIM, CROSS CLAIM, THIRD PARTY CLAIM, OR INTERVENTION —

- \$55 Damages \$2000 or less
- \$150 Damages \$2001 - \$9999
- \$155 Damages \$10,000 & over

Choose Only One Category

Fee	Case Type
----- APPEALS -----	
\$360	<input type="checkbox"/> Administrative Agency Review
Sch	<input type="checkbox"/> Tax Court (Appeal of Tax Commission Decision) <small>Court: Refer to Clerk of Court upon filing.</small>
\$225	<input type="checkbox"/> Civil (78A-2-301(1)(h)) (E)
\$225	<input type="checkbox"/> Small Claims Trial de Novo (E)
----- GENERAL CIVIL -----	
\$360	<input type="checkbox"/> Attorney Discipline (T2)
Sch	<input type="checkbox"/> Civil Rights
\$0	<input type="checkbox"/> Civil Stalking (E)
\$360	<input checked="" type="checkbox"/> Condemnation/Eminent Domain
Sch	<input type="checkbox"/> Contract
Sch	<input type="checkbox"/> Debt Collection
Sch	<input type="checkbox"/> Eviction/Forcible Entry and Detainer (E)
\$360	<input type="checkbox"/> Extraordinary Relief/Writs
\$360	<input type="checkbox"/> Forfeiture of Property (E)
Sch	<input type="checkbox"/> Interpleader
Sch	<input type="checkbox"/> Lien/Mortgage Foreclosure
Sch	<input type="checkbox"/> Malpractice
Sch	<input type="checkbox"/> Miscellaneous Civil
Sch	<input type="checkbox"/> Personal Injury
\$360	<input type="checkbox"/> Post Conviction Relief: Capital (E)
\$360	<input type="checkbox"/> Post Conviction Relief: Non-capital (E)
Sch	<input type="checkbox"/> Property Damage
Sch	<input type="checkbox"/> Property Rights
Sch	<input type="checkbox"/> Sexual Harassment
Sch	<input type="checkbox"/> Water Rights
Sch	<input type="checkbox"/> Wrongful Death
\$360	<input type="checkbox"/> Wrongful Lien
Sch	<input type="checkbox"/> Wrongful Termination
----- DOMESTIC -----	
\$0	<input type="checkbox"/> Cohabitant Abuse (E)
\$310	<input type="checkbox"/> Marriage Adjudication (Common Law) (T2)
\$310	<input type="checkbox"/> Custody/Visitation/ Support (T2)
\$310	<input type="checkbox"/> Divorce/Annulment (T2)
	<input type="checkbox"/> Check if child support, custody or parent-time will be part of decree
	<input type="checkbox"/> Check if Temporary Separation filed
\$8	<input type="checkbox"/> Vital Statistics §26-2-25 per form
\$115	<input type="checkbox"/> Counterclaim: Divorce/Sep Maint.
\$115	<input type="checkbox"/> Counterclaim: Custody/Visitation/ Support
\$155	<input type="checkbox"/> Counterclaim: Paternity/Grandparent Visitation

Fee	Case Type
\$100	<input type="checkbox"/> Domestic Modification (T2)
\$100	<input type="checkbox"/> Counter-petition: Domestic Modification
\$35	<input type="checkbox"/> Foreign Domestic Decree (E)
\$360	<input type="checkbox"/> Grandparent Visitation (T2)
\$360	<input type="checkbox"/> Paternity/Parentage (T2)
\$310	<input type="checkbox"/> Separate Maintenance (T2)
\$35	<input type="checkbox"/> Temporary Separation (E)
\$35	<input type="checkbox"/> Uniform Child Custody Jurisdiction & Enforcement Act (UCCJEA) (E)
\$35	<input type="checkbox"/> Uniform Interstate Family Support Act (UIFSA) (E)
----- JUDGMENTS -----	
\$35	<input type="checkbox"/> Foreign Judgment (Abstract of) (E)
\$50	<input type="checkbox"/> Abstract of Judgment/Order of Utah Court/Agency (E)
\$30	<input type="checkbox"/> Abstract of Judgment/Order of Utah State Tax Commission (E)
\$35	<input type="checkbox"/> Judgment by Confession (E)
----- PROBATE -----	
\$360	<input type="checkbox"/> Adoption/Foreign Adoption (T2)
\$8	<input type="checkbox"/> Vital Statistics §26-2-25 per form
\$360	<input type="checkbox"/> Conservatorship (T2)
\$360	<input type="checkbox"/> Estate Personal Rep – Formal (T2)
\$360	<input type="checkbox"/> Estate Personal Rep – Informal (T2)
\$35	<input type="checkbox"/> Foreign Probate/Child Custody Doc. (E)
\$360	<input type="checkbox"/> Gestational Agreement (T2)
\$360	<input type="checkbox"/> Guardianship (T2)
\$0	<input type="checkbox"/> Involuntary Commitment (T2)
\$360	<input type="checkbox"/> Minor's Settlement (T2)
\$360	<input type="checkbox"/> Name Change (T2)
\$360	<input type="checkbox"/> Supervised Administration (T2)
\$360	<input type="checkbox"/> Trusts (T2)
\$360	<input type="checkbox"/> Unspecified (Other) Probate (T2)
----- SPECIAL MATTERS -----	
\$35	<input type="checkbox"/> Arbitration Award (E)
\$0	<input type="checkbox"/> Determination Competency-Criminal (E)
\$135	<input type="checkbox"/> Expungement (E)
\$0	<input type="checkbox"/> Hospital Lien (E)
\$35	<input type="checkbox"/> Judicial Approval of Document: Not Part of Pending Case (E)
\$35	<input type="checkbox"/> Notice of Deposition in Out-of-State Case/Foreign Subpoena (E)
\$35	<input type="checkbox"/> Open Sealed Record (E)