

Please Return to:
8924895 UTAH POWER/PACIFICORP
Lisa Louder
1407 WN Temple Suite 310
Salt Lake City, Utah 84116

CONSENT AGREEMENT

8924895
12/16/2003 10:46 AM 18.00
Book - 8924 Pg - 608-612
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UTAH POWER & LIGHT
1407 W NORTH TEMPLE
SLC UT 84116-3171
5 P.
2003 DEPT AND
1003
ZJM

THIS AGREEMENT, made and entered into this 17th Day of November, 2003, between NORTH JORDAN IRRIGATION COMPANY, a corporation organized and existing under the laws of the State of Utah, hereinafter called "North Jordan" and PacifiCorp, an Oregon corporation, d.b.a. Utah Power & Light Company, hereinafter called "PacifiCorp".

21-23-357-009 WITNESSETH:

WHEREAS, PacifiCorp is in the process of constructing its Jordan Park Substation adjacent to North Jordan's canal, and

WHEREAS, PacifiCorp desires to construct and thereafter maintain a buried power line under said canal in order to provide utility service to its customers, and

WHEREAS, North Jordan will consent to PacifiCorp's proposed construction of a said buried power line under and within North Jordan's canal right-of-way on the following terms and conditions.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. For the sum of THREE HUNDRED DOLLARS (\$300.00) and other good and valuable consideration, receipt of which is hereby acknowledged, North Jordan hereby consents to the construction of a buried power line under the North Jordan Canal for the purposes hereinabove stated. PacifiCorp, its successors or assigns shall have the right of ingress and egress to and from North Jordan's right-of-way to maintain, repair or replace said buried power line.
2. PacifiCorp will, without cost or expense to North Jordan, construct said buried power line and improvements to the specifications set forth upon drawings attached hereto as Exhibits "A" and "B" and by this reference are made a part hereof.
3. Said buried power line and improvements and all parts thereof as they cross under or into said right-of-way of North Jordan shall be constructed such that the top of the conductor casing will be at least four (4) feet below the bottom grade of the canal. If within one (1) year after completion of the installation, said construction is found to be defective, PacifiCorp, its successors or assigns shall upon written notification by North Jordan of the defective work, promptly repair the defective area without cost to North Jordan.
4. PacifiCorp agrees to compensate North Jordan for any damage that North Jordan may suffer as a result of the construction of said buried power line and the use of North Jordan's right-of-way. Further, PacifiCorp, its successors or assigns, agree to indemnify and save North Jordan harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon North Jordan for

damage because of bodily injuries, including death, at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in any manner connected with, or growing out of or predicated upon its use of North Jordan's right-of-way, whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute or ordinance or regulation, on the part of PacifiCorp, its successors or assigns, North Jordan, employees, or agents of any of them, or any person or organization, but excluding any liability caused by sole negligence or willful misconduct of North Jordan.

5. PacifiCorp recognizes and agrees that time is of the essence of this Consent Agreement and should North Jordan or any party North Jordan is contractually obligated to for water delivery suffer financial loss because water is not delivered to them because of construction of said buried power line and improvements of PacifiCorp, then and in that event, PacifiCorp shall pay the financial losses actually suffered. No supervision or advisory control, if any, exercised by North Jordan or on its behalf, shall relieve PacifiCorp of any duty or responsibility to the general public nor relieve PacifiCorp from any liability for loss, damage or injury to persons or property sustained as a result of PacifiCorp crossing of North Jordan's right-of-way with said buried power line.

6. In the event North Jordan is required to bring any legal action to enforce the terms of this agreement, either before or after suit, PacifiCorp agrees to pay all costs incurred by North Jordan, including court costs and a reasonable attorney's fee.

7. This agreement represents the entire agreement between the parties concerning the project described herein. No subsequent oral or written representation concerning the subject matter of this agreement shall bind the parties unless the matter is set forth in written form, makes reference to this agreement and is signed by both parties.

8. This agreement and the conditions contained herein shall be a covenant running with the land and shall be binding upon PacifiCorp, its successors and assigns for so long as said North Jordan canal is utilized as a water conveyance facility.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers on the date first above written.

NORTH JORDAN IRRIGATION COMPANY

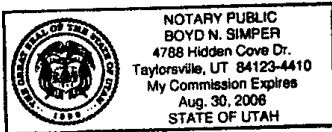
By *Keith S. Hansen*
Its *President*

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of November, 2003,
by Keith L. Hansen, President of NORTH JORDAN IRRIGATION
COMPANY.

Boyd N. Simper
NOTARY PUBLIC
Residing at: 3100 cat

My Commission Expires:
8-30-06



PACIFICORP an Oregon corporation
By [Signature]
Its Executive Vice President

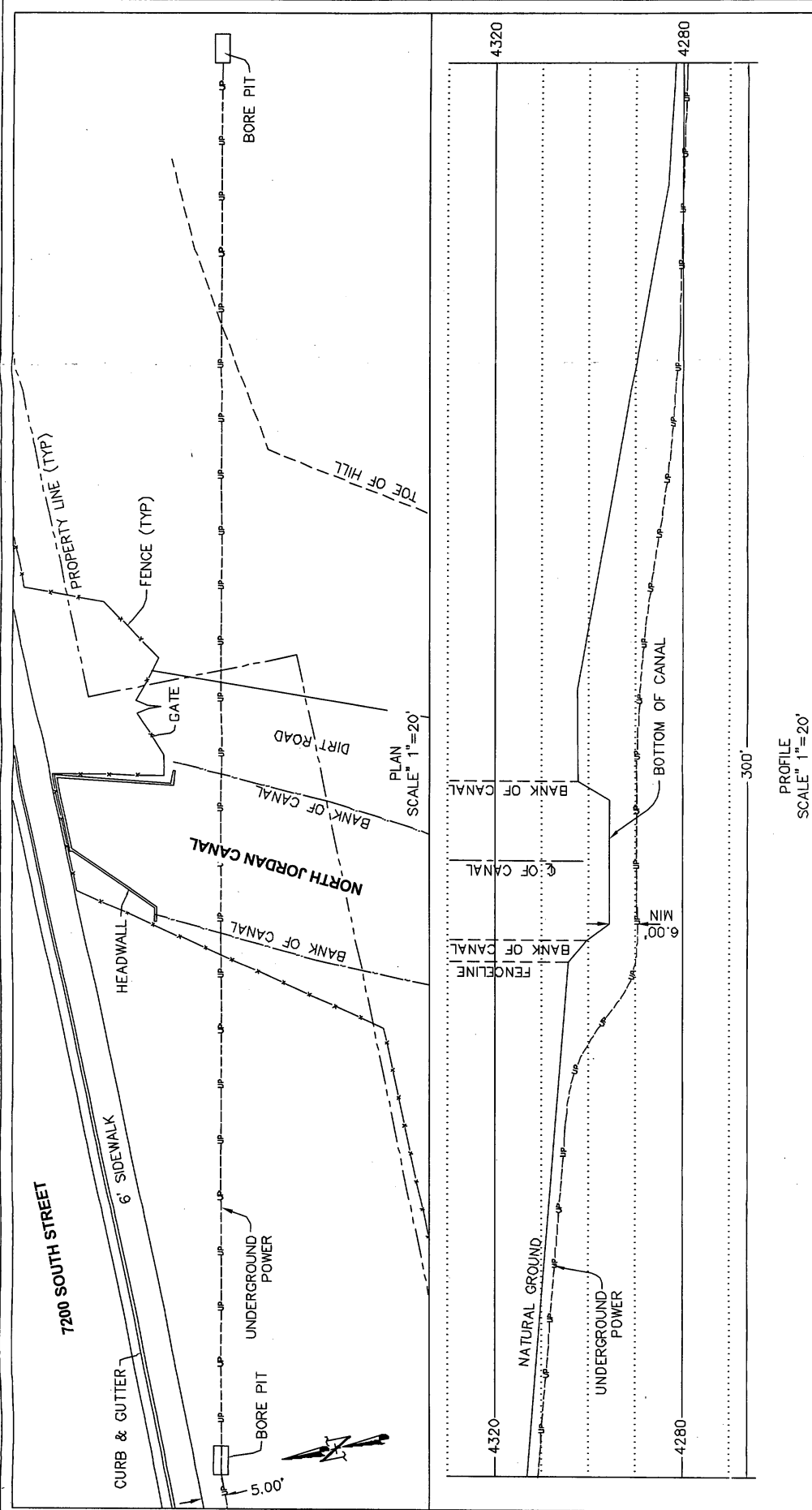
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of November, 2003, by William D. Landels, Executive Vice President of PACIFICORP.

[Signature]
NOTARY PUBLIC
Residing at: 644 Lake City, Utah

My Commission Expires:
12/5/06

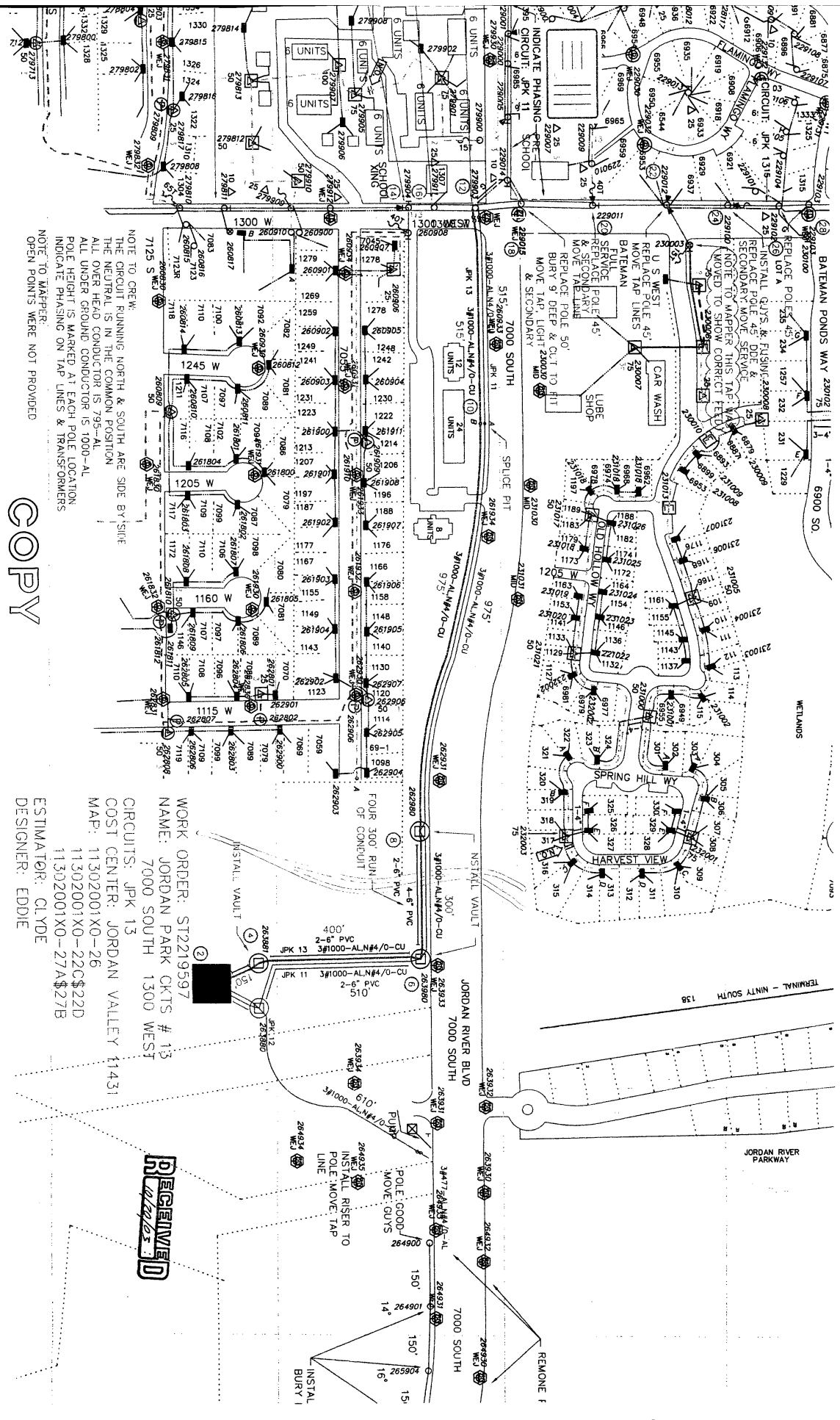




THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREBY GRANTED.

REV 0	DATE: 11/10/03	DESC: JORDAN PARK DISTRIBUTION	BY: SAM	CHK: KT	APP: TWH
			EXHIBIT "A" CANAL CROSSING SECTION 27, T.2.S., R.1.W. SALT LAKE BASE & MERIDIAN		
ROW #20030133					SCALE 1"=20'

COPY



NOTE TO CREW:
 THE CIRCUIT RUNNING NORTH & SOUTH ARE SIDE BY SIDE
 THE NEUTRAL IS IN THE COMMON POSITION
 ALL OVER HEAD CONDUCTOR IS 795-AL
 ALL UNDER GROUND CONDUCTOR IS 1000-AL
 POLE HEIGHT IS MARKED AT EACH POLE LOCATION
 INDICATE PHASING ON TAP LINES & TRANSFORMERS
 NOTE TO MAPPER:
 OPEN POINTS WERE NOT PROVIDED

COPY

WORK ORDER: ST2219597
 NAME: JORDAN PARK CTKTS # 13
 7000 SOUTH 1300 WEST
 CIRCUITS: JPK 13
 COST CENTER: JORDAN VALLEY 11431
 MAP: 11302001X0-26
 11302001X0-22C&22D
 11302001X0-27A&27B
 ESTIMATOR: CLYDE
 DESIGNER: EDDIE

