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REV010213
Return to:
Rocky Mountain Power/μO
1407 West North Temple Suite 110
Salt Lake City, UT 84116
Attn: RMP File: 29313 Amendment

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08/16/2019 12:36 PM \$40.00
Book - 10817 Pg - 1743-1755
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: MBA, DEPUTY - WI 13 P.

AMENDMENT TO CONTRACT

This Amendment entered into between Salt Lake Garfield and Western Railway Company and Caballero LLC, herein called "Railway Company", and Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, herein called "Power Company".

RECITALS

- A. On June 5th, 1958 a contract was executed between Salt Lake Garfield and Western Railway Company and Utah Power & Light Company granting to Power Company the right and privilege to erect, operate, maintain, repair and replace the electric transmission and telephone lines of the Power Company across the tracks and right of way of the Railway Company.
- B. The June 5th, 1958 contract is attached hereto as Exhibit A.
- C. Power Company is the successor in interest to Utah Power & Light Company.
- D. Salt Lake Garfield and Western Railway Company is owner of railroad right of way and the fee title owner of parcel 01-34-502-004 and Caballero LLC is the fee title owner of parcel 07-34-300-001.
- E. The Power Company desires to replace the transmission line and increase the voltage of the transmission line from 46,000 volts to 138,000 volts,
- F. The Railway desires to have portions of transmission line relocated to facilitate expansion and relocation of railroad tracks.
- G. Relocation of transmission line will require additional transmission line crossings.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Railway Company and Power Company agree to amend the description of the June 5th, 1958 contract as follows and as more particularly

described and/or shown on Exhibit "B1-B5" attached hereto and by this reference made a part hereof:

An Encroachment of a 138,000 volt Transmission Line on the Railway Company property and right of way in Lots 1-2-3 and 4 of Section 1, and Lots 1-2 of Section 2, T.1 S, R.2 W, S.L.M;

Also 138,000 volt crossings over Railway Company railroad track in the following;

SE 1/4, Section 35 and NE1/4 Section 2 T.1 N, R.2 W;

SW1/4, Section 35, T.1 N, R.2 W;

SW1/4, Section 34 and NW/14 Section 3 T.1 N, R.2 W;

SW1/4 Section 34 and NW/14, Section 3, T.1 S, R.2 W;


S.L.M.

Assessor's Parcel Numbers: 07-34-300-001 and 01-34-502-004


Except as expressly set forth herein, all other terms and conditions of the Original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed this 17 day of June, 2015


Salt Lake Garfield and Western Railway Company.

By: 
Print Name: Chris Weesner
Title: Chief Operating Officer

**Rocky Mountain Power
an unincorporated division of
PacifiCorp**

By: 
Print Name: Harold Dudley
Title: Property Agent

Caballero, LLC

By: 
Print Name: Chris Weesner
Title: Chief Operation Officer

STATE OF UTAH

County Of Salt Lake) ss.
)

On this 13th day of June, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Chris Weesner, known or identified to me to be the person whose name is subscribed as Chief Operating Officer of the Salt Lake Garfield and Western Railway Company and Caballero LLC and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

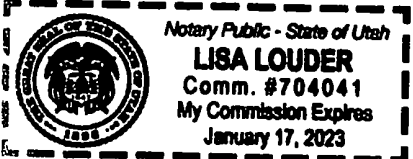


Karalee Johnson
(Notary Signature)

STATE OF Utah)
County of Salt Lake) ss.

On this 17th day of June, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Harold Dudley known or identified to me to be the Right of Way Agent of Rocky Mountain Power that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lisa Louder
(notary signature)

Terminal 10000
PL# 082157

CONTRACT, dated 5th June, 1958, between SALT LAKE GARFIELD AND WESTERN RAILWAY COMPANY, herein called "Railway Company", and UTAH POWER & LIGHT COMPANY, herein called "Power Company", covers the construction, maintenance and operation by Power Company, of electric transmission and telephone lines with the necessary appurtenances, across Railway Company's track and right of way in Salt Lake County, Utah.

Railway Company, for One Dollar (\$1.00) and other valuable consideration paid to it by Power Company, hereby grants to Power Company, its successors in interest and assigns, the right and privilege to erect, operate, maintain, repair and replace the electric transmission and telephone lines of Power Company across the tracks and right of way of Railway Company, herein-after referred to as "Crossing", and more particularly described as follows:

An Encroachment of a 46,000 Volt Transmission Line on the Grantor's property in Lots 1-2-3 and 4 of Section 1, and Lots 1-2-3 and 4 of Section 2, T. 1 S., R. 2 W., S. 11th, along a 46,000 Volt Transmission Line crossing over the Grantor's railroad track in Lot 3, of Section 5, T. 1 S., R. 2 W., S. 11th, as shown on Utah Power & Light Company drawing US-34253 dated July 27, 1957, attached hereto and by reference made a part hereof.

The right to construct, maintain and operate said crossing is granted, and shall be exercised and enjoyed, upon the following terms and conditions:

1. In the construction, maintenance and operation of said crossing Power Company shall and will use standard materials and workmanship, and said crossing and all appurtenances thereto, except as herein otherwise specified, shall be constructed in accordance with the specifications for overhead crossing of electric light and power lines as provided by the current issues of the National Electric Safety Code U.S. Bureau of Standards, and with any rule or order hereafter adopted by the Public Service Commission of Utah applicable to the above mentioned construction.

2. Said overhead crossing shall at all times afford a vertical clearance of not less than thirty (30) feet between the top of the highest rail of any track crossed and the lowest portion of said crossing suspended over said track, and not less than eight (8) feet between the nearest portion of said crossing and any telegraph or telephone wire of or used by Railway Company or its tenants or licensees.

3. All towers, poles or stubs set on the property of Railway Company shall be painted and kept painted so as to correspond in appearance to the nearby poles of or used by Railway Company.

4. If any additional wires are hereafter erected by Power Company, it shall and will, if necessary, raise, lower or otherwise relocated said crossing as required by Railway Company, and in accordance with the requirements of Section 1 hereof.

Exhibit A

FILE NO. 29313

BK 10817 PG 1746

PDO

5. Power Company, without cost to Railway Company, shall at all times maintain said crossing and all appurtenances thereto in accordance with the specifications mentioned in Section 1, and if it shall fail so to do for thirty days or longer after receipt of written notice from Railway Company, Railway Company, at the expense of Power Company, may make any alterations or repairs necessary to conform to such specifications, or may revoke the license for any such failure continuing thirty days or longer after written notice to Power Company to make such alterations or repairs. Any expense incurred by Railway Company under this paragraph will be paid by Power Company promptly upon receipt of bill therefor. The optional right of Railway Company to make repairs to said crossing aforesaid shall not relieve or release Power Company from responsibility or liability for failure properly to maintain or reconstruct said crossing.

6. Power Company shall not enter upon, except to cross, the railway tracks or right of way of Railway Company for any purpose whatever, without special written permit from Railway Company, except in cases of emergency when work is necessary to avert loss of or damage to property. All work of construction, maintenance, operation or reconstruction shall be done by Power Company in such manner as to cause no interference with the constant, uninterrupted and unrestricted use of its tracks and property by Railway Company. Written permission given Power Company to enter upon the premises of Railway Company as aforesaid, shall be granted only upon the condition hereby made a part of this agreement, that all costs and expenses incidental to such entry incurred by Railway Company or its tenants, shall be paid by Power Company within thirty days after presentation of bills therefor.

7. This agreement shall not be deemed to give Power Company exclusive possession of any part of Railway Company's premises at said crossing, but the Railway Company shall have unimpaired right to retain its track or tracks or other improvements, as now or hereafter existing, at the place of construction of said crossing, and nothing shall be done or suffered to be done by Power Company at any time that shall in any manner impair the usefulness or safety of said track or tracks or other improvements. If, at any time in the future, Railway Company shall desire to use any portion of the ground or space occupied or covered by the towers, poles, wires, conduits, or other property of Power Company, at said crossing, Power Company, without cost or expense to Railway Company, upon receiving written notice from Railway Company so to do, shall and will promptly alter its construction at said crossing to provide for such use by Railway Company, and will remove so much of its said installation as shall be necessary for that purpose to other adjacent premises of Railway Company to be designated by Railway Company, and will thereafter maintain said crossing as so altered, subject to all the terms and conditions of this agreement.

8. Failure of Power Company to faithfully and fully observe any conditions or obligations hereof to be by it observed for a period of thirty days after written notice from Railway Company stating the particulars of such failure, shall terminate this agreement. Non-use of said crossing continuing at any time for a period of one year, shall constitute an abandonment of this agreement. Power Company may terminate this agreement at any time by removing said crossing from the premises of Railway Company and restoring said premises to their former condition. Upon termination of this agreement, howsoever the same may be terminated, Power Company shall remain liable and be bound by all the provisions of this agreement until Power Company shall have removed

from the right of way or other property of Railway Company all towers, poles, wires, instruments, conduits, and all other appurtenances, fixtures, or other property of Power Company, which may have been placed thereon or therein under this agreement and permission, and shall have restored the said right of way or other property of Railway Company to its or their former state and condition, and shall have fully settled and discharged all obligations and liabilities imposed upon said Power Company by the provisions of this agreement, and failure of Power Company to remove such property within thirty days after the termination thereof shall authorize Railway Company to remove same at any time thereafter at the sole expense of Power Company.

9. Power Company shall at all times indemnify Railway Company against all loss, damage or expense which said Railway Company may hereafter sustain to its own property, or to that in its custody, or by reason of injury to its agents, employes, or other persons, or to its business in any manner arising, growing out of or resulting from the operations, maintenance or breakage or any wires or other appliances erected by Power Company under or by virtue of this agreement, whether such loss, damage or expense is caused in whole or in part by the fault or negligence of Power Company in constructing, operating, maintaining or renewing the wires, poles or other fixtures, at or pertaining to the location aforesaid, and that in case any claims are made or suits are brought against Railway Company for any loss, damage or expense arising as aforesaid, it may give written notice thereof to Power Company and thereupon said Power Company shall and will at its own cost and expense settle said claims or defend the suits.

10. Neither the right of supervision by Railway Company over the location, erection, installation, operation and maintenance of said crossing, nor its exercise or failure to exercise said right, nor its approval or failure to disapprove of the location, erection, installation, operation and maintenance of said crossing, nor the election of Railway Company to reconstruct or repair the whole or any part of said crossing shall be deemed a waiver of or release from any of the obligations hereof, except that where Railway Company shall approve, supervise, do or cause to be done, any installation, repair or reconstruction of said crossing, it shall thereby waive objection that any such installation, repair or improvement is not done in accordance with the terms hereof.

11. The covenants, stipulations and conditions of this license and permission shall be binding upon the successors, assigns, and legal representatives of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

SALT LAKE, GARFIELD AND WESTERN RAILWAY COMPANY

By *Cashby Snow*
President

WITNESSES:

W. J. ...

Phie ...

UTAH POWER & LIGHT COMPANY

By *Paul A. Blanchard*
Vice President

ATTEST:

Chas. L. ...
Assistant Secretary

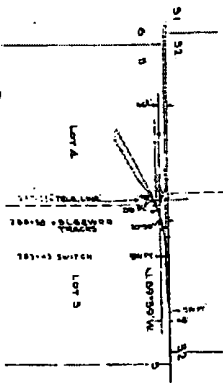
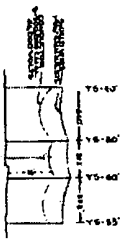
[Stamp]

APPROVED
[Signature]
CHIEF ENGINEER

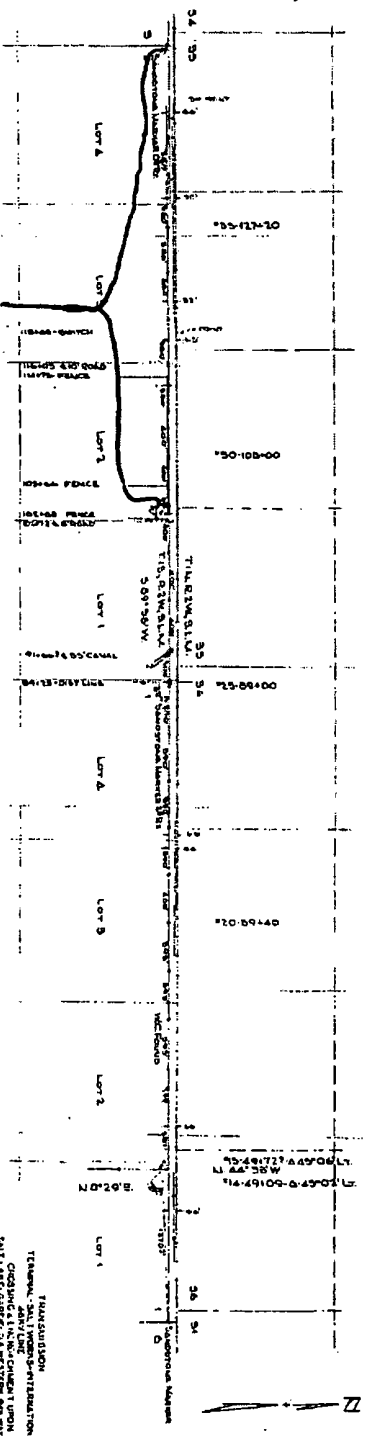
[Stamp]

W.R.

A.W.D.
Atty. Gen.
293/3



APPROVED *[Signature]*
 ASST. COM. ENGINEER



Revise. See Exhibit DS

SEE IN W-4413

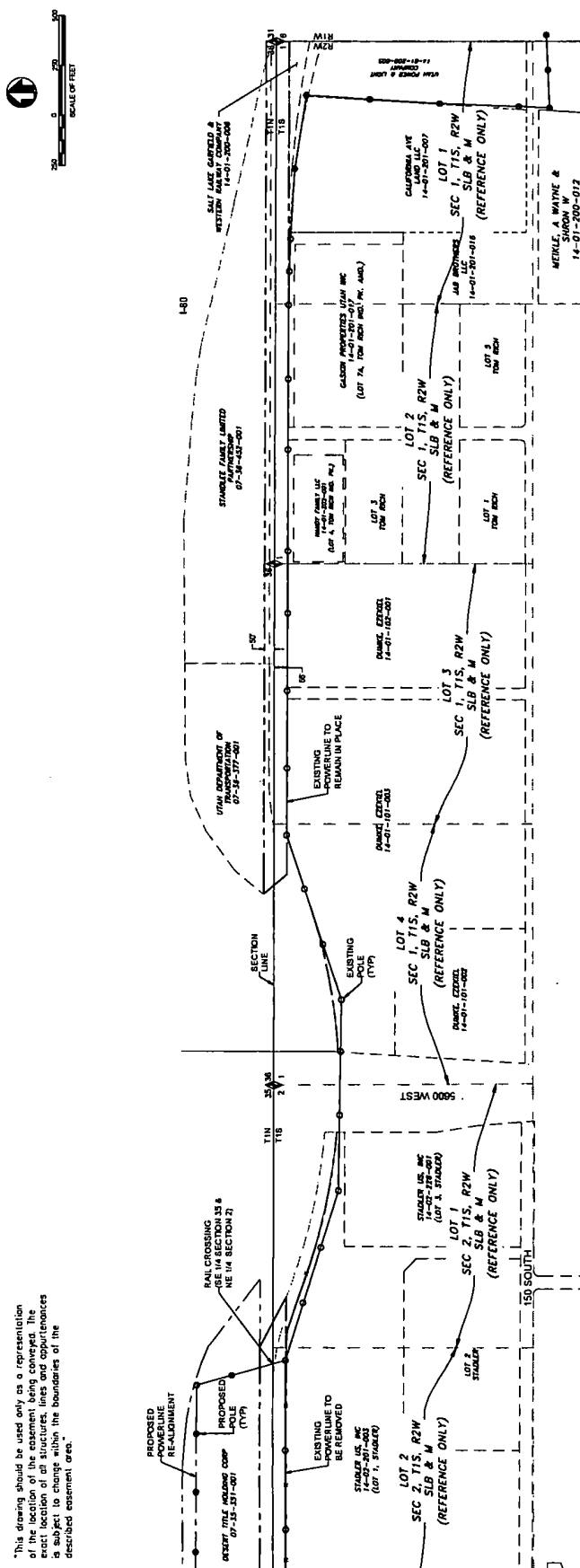
TELEVISION
 COUNCIL OF THE CITY OF
 SALT LAKE COUNTY AND WESTERN SALT LAKE
 COUNTY DISTRICT OF THE DISTRICT OF
 UTAH POWER & LIGHT COMPANY
 SCALE: 1/4" = 100'
 AUG 24, 1953
 UB-30253

Exhibit A

*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 county records. The boundaries of the described easement area.

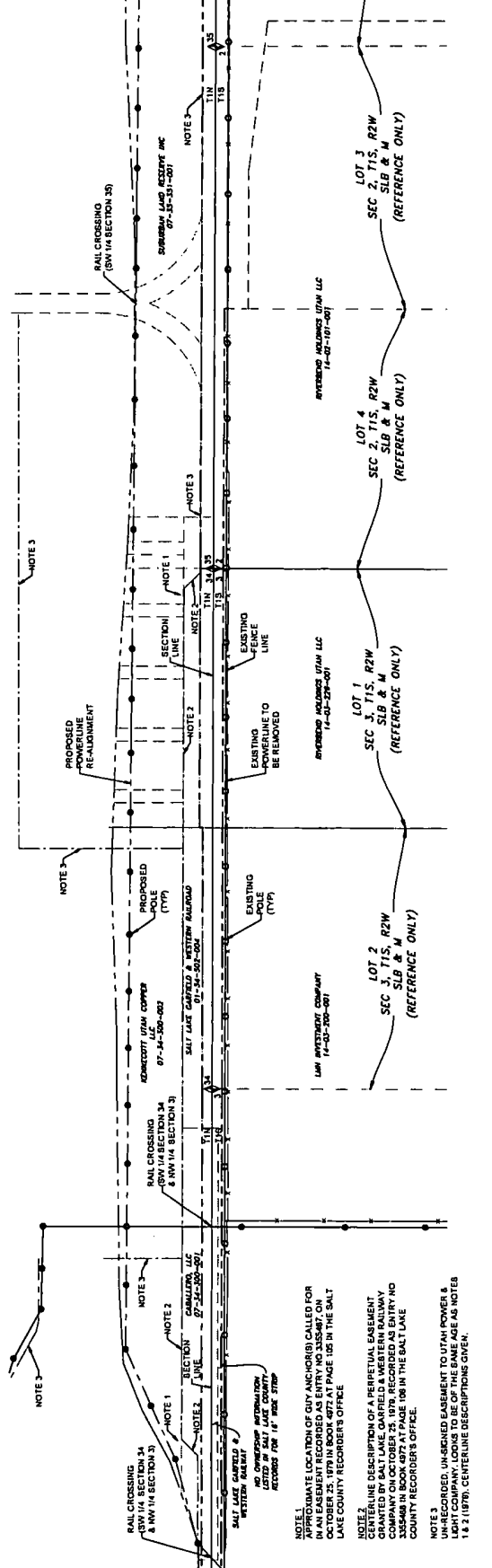
DATE	11-10-2007
BY	J.S.
CHECKED	J.S.
SCALE	1" = 250'
PROJECT	SALT LAKE GARRIED & WESTERN RAILWAY COMPANY

Exhibit B 5 Encroachment and Removal



P S O M A S
119 South Main Street, Suite 200
Salt Lake City, Utah 84125
(801) 270-5377
(801) 270-5182 (Fax)

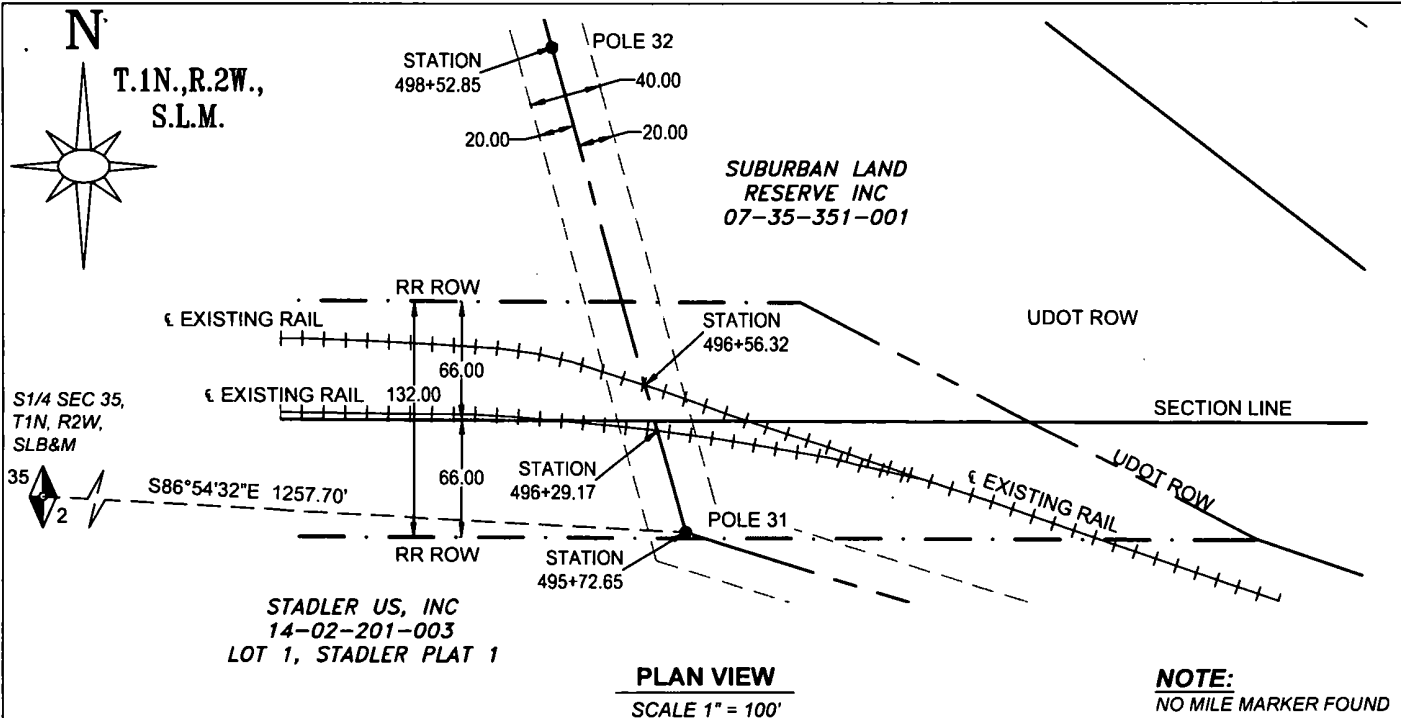
DATE	11-10-2007
BY	J.S.
CHECKED	J.S.
SCALE	1" = 250'
PROJECT	SALT LAKE GARRIED & WESTERN RAILWAY COMPANY



NOTE 1
APPROXIMATE LOCATION OF GUY ANCHORS (CALLED FOR IN AN EASEMENT RECORDED AS ENTRY NO. 3355487, ON THE PREVIOUS DRAWING OF THIS PROJECT) PAGE 105 IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

NOTE 2
THE LINE DESCRIPTION OF A PERPETUAL EASEMENT GRANTED BY SALT LAKE GARRIED & WESTERN RAILWAY COMPANY ON OCTOBER 25, 1978, RECORDED AS ENTRY NO. 3355488 IN BOOK 3872 AT PAGE 106 IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

NOTE 3
THE PERPETUAL EASEMENT GRANTED BY SALT LAKE GARRIED & WESTERN RAILWAY COMPANY TO SALT LAKE COUNTY, RECORDED AS ENTRY NO. 1821 (1978), CENTERLINE DESCRIPTIONS GIVEN.



POLE 31 = STATION 495+72.65

CROSSING STATION 496+29.17

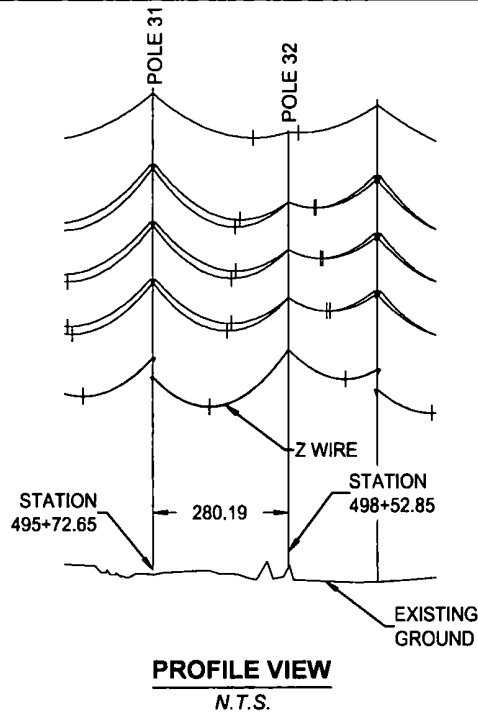
TOP OF RAIL = 4229.36'
Z WIRE = 4264.75'
CLEARANCE = 35.39'

CROSSING STATION 496+56.32

TOP OF RAIL = 4229.23'
Z WIRE = 4263.65'
CLEARANCE = 34.42'

POLE 32 = STATION 498+52.85

CONDUCTOR:
12.47KV DISTRIBUTION 477 AAC
COSMOS @ 176°F



MARCH 7, 2019
SPONSOR:
SURVEYED BY: PSOMAS
DRAWN BY: S.R.V.
CHECKED BY:
PLOT SCALE: 1 = 1
CAD No:

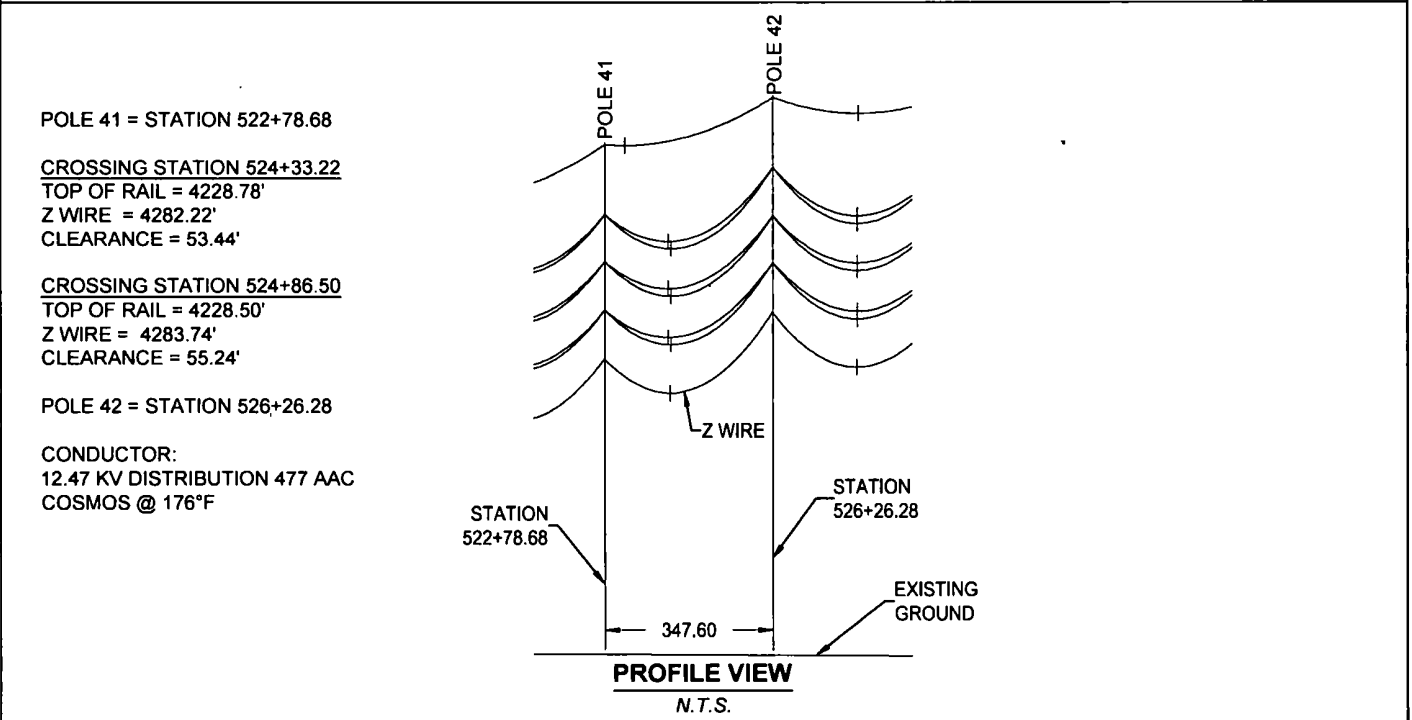
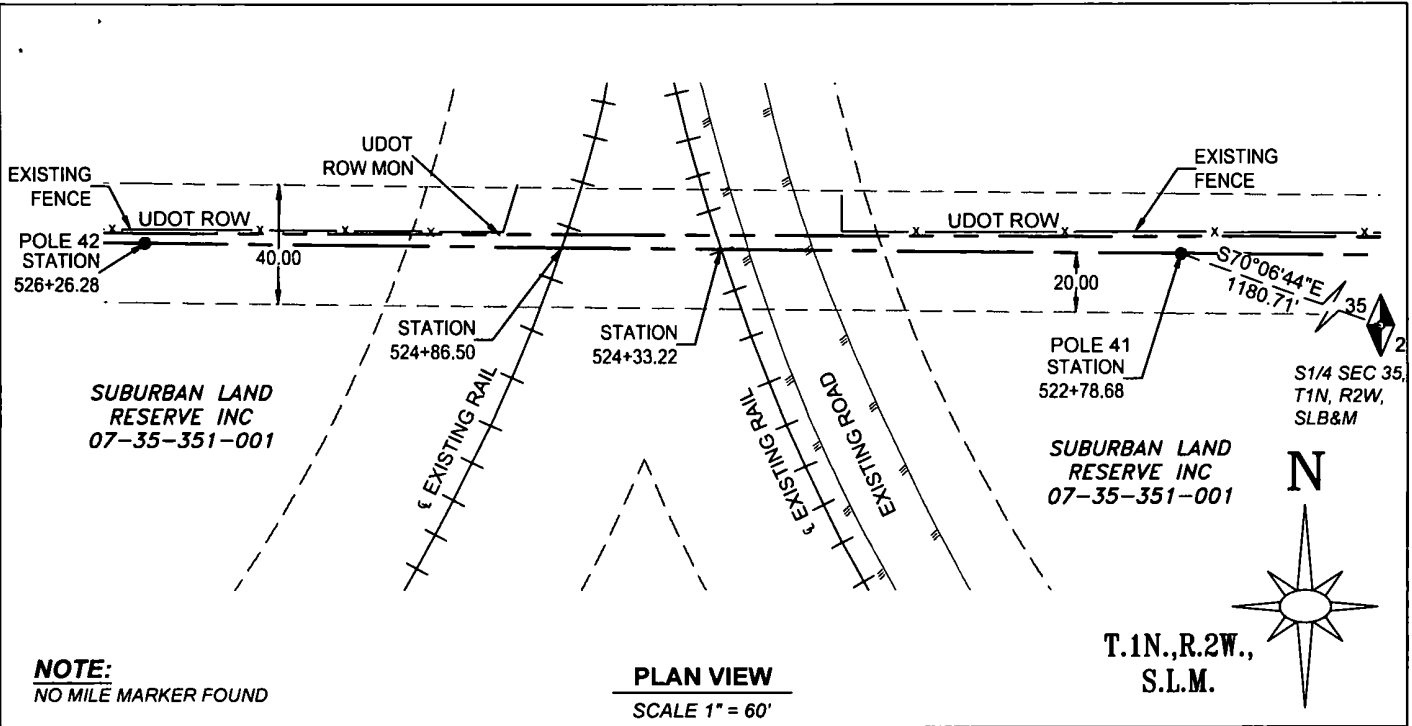
PLAN AND PROFILE
SALT LAKE GARFIELD & WESTERN RAILROAD COMPANY
RAILROAD CROSSING POLE 31 - 32


 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35,
 TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

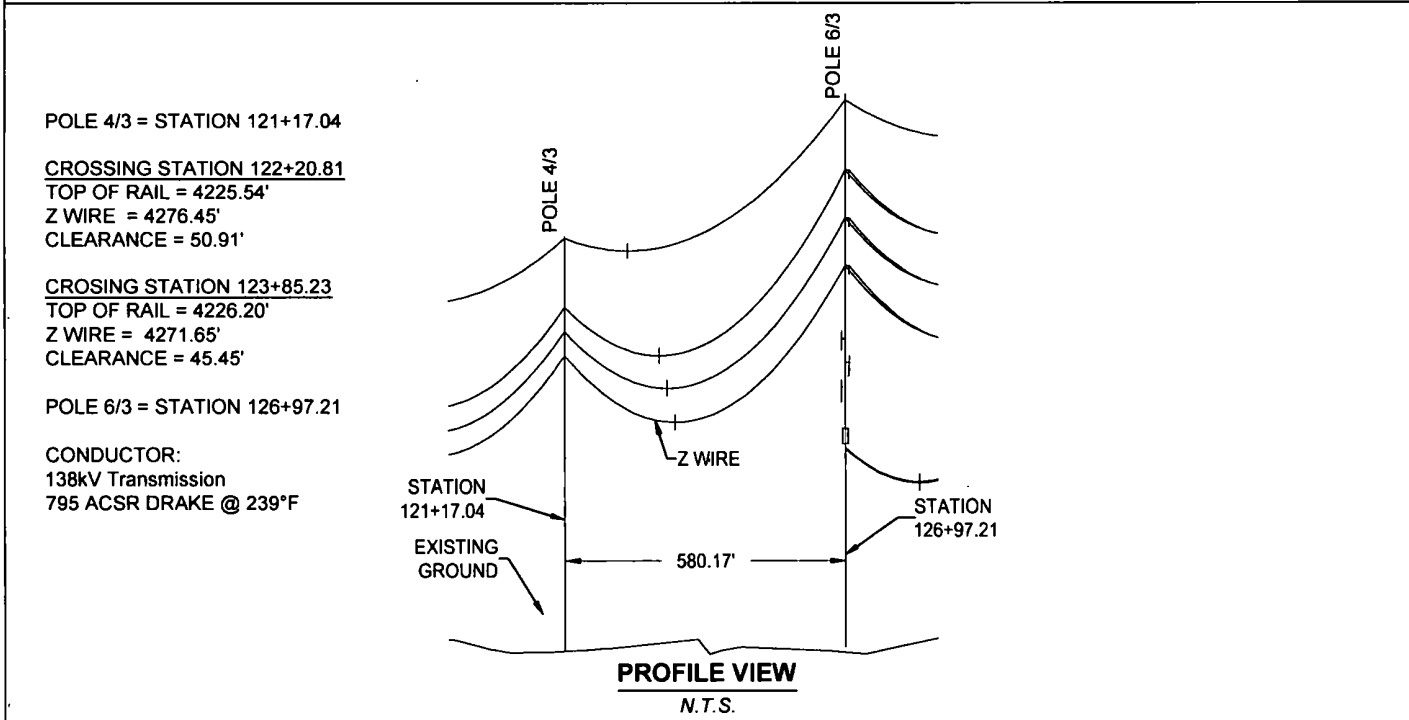
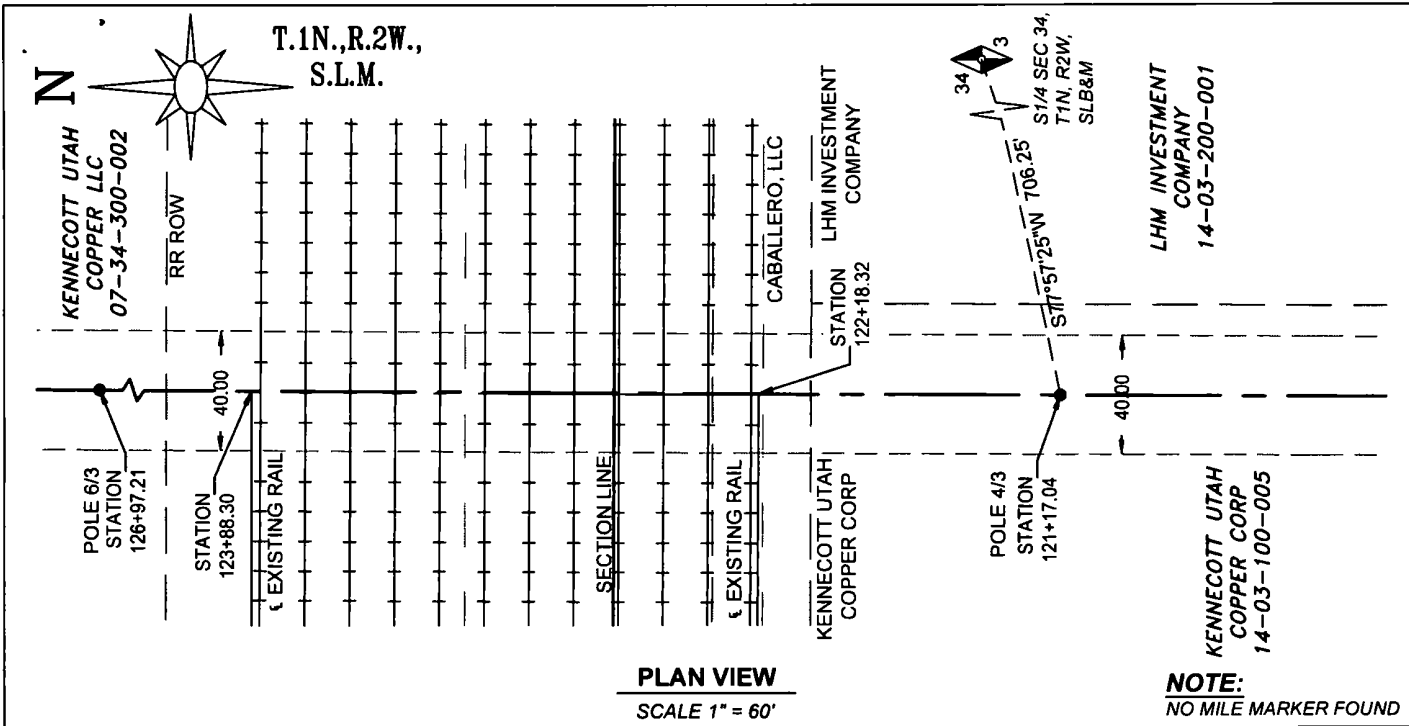
APPROVAL



SCALE: 1" = 100'	SHEET 1 OF 1	REV.
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MARCH 7, 2019	PLAN AND PROFILE SALT LAKE GARFIELD & WESTERN RAILROAD COMPANY RAILROAD CROSSING POLE 41-42 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN	
SPONSOR:		
SURVEYED BY: PSOMAS		
DRAWN BY: S.R.V.		
CHECKED BY:		
PLOT SCALE: 1 = 1		
CAD No:	 ROCKY MOUNTAIN POWER <small>A DIVISION OF PACIFICORP</small>	
APPROVAL		
SCALE: 1" = 60'	SHEET 1 OF 1	REV.



POLE 4/3 = STATION 121+17.04

CROSSING STATION 122+20.81
TOP OF RAIL = 4225.54'
Z WIRE = 4276.45'
CLEARANCE = 50.91'

CROSSING STATION 123+85.23
TOP OF RAIL = 4226.20'
Z WIRE = 4271.65'
CLEARANCE = 45.45'

POLE 6/3 = STATION 126+97.21

CONDUCTOR:
138kV Transmission
795 ACSR DRAKE @ 239°F

JUNE 4, 2019
SPONSOR:
SURVEYED BY: PSOMAS
DRAWN BY: S.R.V.
CHECKED BY: C.E.A.
PLOT SCALE: 1 = 1
CAD No:

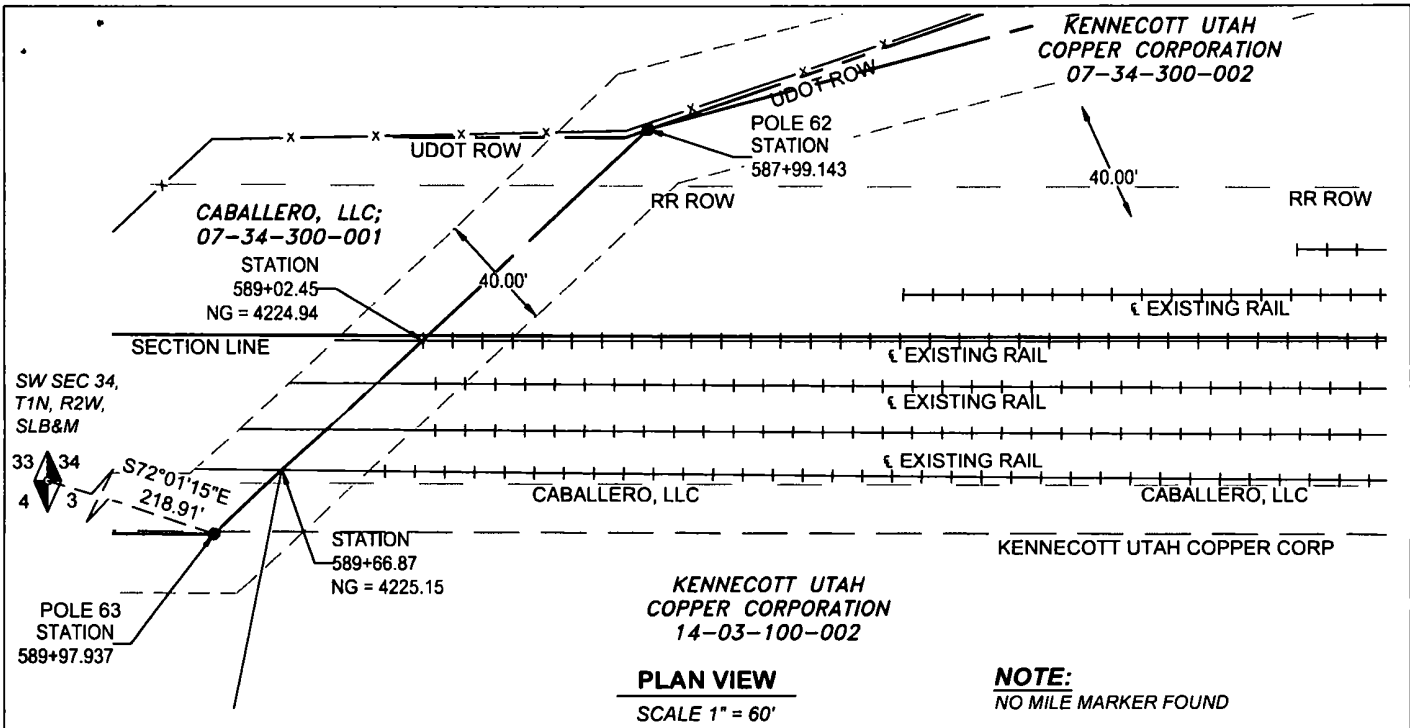
PLAN AND PROFILE
SALT LAKE GARFIELD & WESTERN RAILROAD COMPANY
RAILROAD CROSSING POLE 4/3 & 6/3.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, T1N, R2W &
NORTHWEST QUARTER OF SECTION 3, T1S, R2W,
SALT LAKE BASE & MERIDIAN

APPROVAL



SCALE: 1" = 60'	SHEET 1 OF 1	REV.
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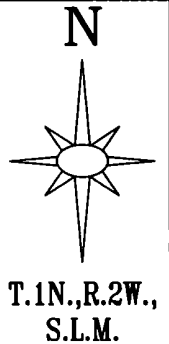
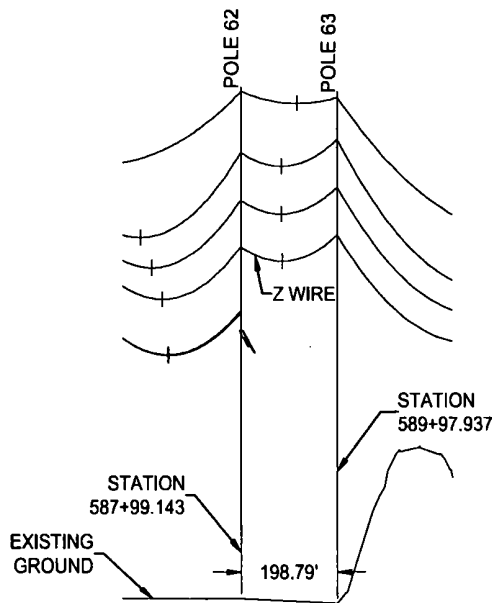
POLE 62 = STATION 587+99.143

CROSSING STATION 589+02.45
GROUND = 4224.94'
Z WIRE = 4295.21'
CLEARANCE = 70.27'

CROSSING STATION 589+66.87
GROUND = 4225.15'
Z WIRE = 4298.45'
CLEARANCE = 73.30'

POLE 63 = STATION 589+97.937

CONDUCTOR:
138kV Transmission
1272 ACSR BITTERN @ 239°F



JUNE 4, 2019

SPONSOR:

SURVEYED BY: PSOMAS

DRAWN BY: S.R.V.

CHECKED BY:

PLOT SCALE: 1 = 1

CAD No:

APPROVAL

PLAN AND PROFILE
SALT LAKE GARFIELD & WESTERN RAILROAD COMPANY
RAILROAD CROSSING POLE 62-63

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, T1N, R2W &
NORTHWEST QUARTER OF SECTION 3, T1S, R2W,
SALT LAKE BASE & MERIDIAN



SCALE: 1" = 60'

SHEET 1 OF 1

REV.