

1407 West North Temple, Sute 320
Salt Lake City, Utah 84116

ROW#: 20020111

WO#: DZWF/2003/C/052/2258733

Ent 280255 Bk 0738 Pg 0291-0338
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2005 FEB 28 10:21am Fee 132.00 MWC
FOR PACIFICORP

SETTLEMENT AND RIGHT-OF-WAY AGREEMENT

This Settlement and Right-of-Way Agreement ("Agreement") is effective as of the 18th day of February, 2005, by and between PACIFICORP, an Oregon corporation doing business as Utah Power, successor-in-interest by merger of Utah Power and Light Company, a Utah corporation ("Utah Power"), and STICHTING MAYFLOWER RECREATIONAL FONDS, STICHTING MAYFLOWER MOUNTAIN FONDS, entities formed under the laws of The Netherlands, and JORDAN INVESTMENTS, INC., a Utah corporation (collectively "Stichting")

RECITALS

WHEREAS, Utah Power, an electric utility company, has constructed and now operates a 138kV electrical transmission line, together with various underbuilt distribution lines, between its Silver Creek substation in Summit County, State of Utah, and a new substation in Wasatch County, Utah, located below the Jordanelle Dam as part of its Silver Creek Jordanelle Project; and

WHEREAS, Stichting is the owner of certain lands in both Summit and Wasatch Counties, State of Utah, in the vicinity of the Jordanelle Reservoir and over which Utah Power intends to construct and operate the aforementioned transmission/distribution lines; and

WHEREAS, Utah Power presently owns certain historical power line easements and an electrical switch rack on the lands of Stichting; and

WHEREAS, in furtherance of its Silver Creek/Jordanelle Project, Utah Power commenced a civil action in the Fourth Judicial District court for Wasatch County, State of Utah, Civil No. 980500241 seeking to condemn a right-of-way easement for its

transmission/distribution lines, together with a substation site over and on Stichting's lands; and

WHEREAS, on or about October 29, 1998, the Court entered its Findings of Fact, Conclusions of Law and Order of Immediate Occupancy granting to Utah Power, upon payment into the registry of the court of the sum of \$196,070, the right to enter upon Stichting's lands and "to do such work thereon as may be required including the construction, operation, and maintenance of the 138kV transmission line and underbuilt distribution lines and associated improvements for which said premises are sought to be condemned"; and

WHEREAS, on or about May 15, 2000, the Court entered its Findings of Fact, Conclusions of Law and Judgment of Condemnation awarding Utah Power right-of-way easements over and across Stichtings lands for purposes of the construction and operation of transmission/distribution lines, together with fee simple title to certain lands owned by Stichting for the purpose of constructing, operating and maintaining an electrical substation. Said Judgment also provided that:

[Utah Power] shall have the right of access to the right-of-way from adjacent lands of defendants for all activities in connection with the purposes for which this easement has been granted, including for the construction, operation and maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution, and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right-of-way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switchers, vaults and cabinets, along the general course now located by [Utah Power] on, over, or under the surface of the real property of defendants.

[Utah Power] shall have the further right to prevent the construction of any buildings or other structures on such rights-of way,

and to remove, and thereafter prevent, the growth of trees, limbs or branches, on or overhanging such rights-of-way"; and

WHEREAS, Stichting has appealed said judgment which appeal is presently under advisement before the Utah Supreme Court in Supreme Court No. 20000496; and

WHEREAS, Utah Power has relocated the substation to a location other than Stichting's lands, relocated and redesigned the transmission/distribution line easements to other locations on Stichting's lands and agrees to abandon and reconvey to Stichting all historical easements and an electrical switch rack, and Stichting is amenable to such conveyances and reconveyances.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Utah Power and Stichting agree as follows:

1. Grant of Easement. Stichting agrees to grant, and does hereby grant to Utah Power, an easement for the construction, operation and maintenance of its transmission/distribution lines on and over Stichting's lands. The easement to be granted is attached to this Agreement as Exhibit "A." The foregoing easements shall be recorded in the recorder's office in the applicable county. The legal descriptions of the foregoing easements will be surveyed and certified by the surveyor and recorded in the applicable county recorder's office. If there is a discrepancy between the certified surveys and the attached legal descriptions of the easement agreement, such legal description shall be modified accordingly and recorded.

2. Just Compensation. As total just compensation and consideration for the conveyance of these easements described in Paragraph 1, Stichting shall receive and be entitled to be paid the \$196,070 presently on deposit with the registry of Utah Fourth

Judicial District Court, Wasatch County, Civil No. 980500241, together with any interest that may have accrued thereon, if any.

3. Abandonment and Reconveyance of Historical Easements and Electrical switch rack Site. Utah Power agrees to and hereby does abandon and reconvey to Stichting the historical easements and the electrical switch rack site in the form and as described on Exhibit "B," Exhibit "C," and Exhibit "D." Utah Power further agrees to remove at its sole expense any and all poles, wires, electrical switch racks or other improvements located on the foregoing historic easements and electrical switch rack site. In the event that Stichting discovers any other recorded easements or other property rights held by PacifiCorp, or powerline facilities on the subject property that are no longer in use as of the date of this Agreement, PacifiCorp shall execute a release and disclaimer or reconveyance for such easements or other property rights and shall remove such power line facilities within ninety (90) days after notification by Stichting.

4. Abandonment and Reconveyance of Substation Site. Utah Power agrees and hereby does abandon and reconvey to Stichting the previously awarded substation site more specifically described on Exhibit "E" hereto.

5. Termination of Agreement to Exchange Easements. The parties agree that certain agreement entitled "Agreement To Exchange Existing Easements For Replacement Easement And To Exchange Existing Substation Location For Replacement Substation Location," dated June 13, 1991 is hereby terminated and shall have no further force or effect. The parties also agree to file a notice of termination in the form attached hereto as Exhibit "F."

6. Release of Easement in "East Park Subdivision." PacifiCorp holds certain easements for a distribution line in property known as the "East Park Subdivision Plats I and II" located in Summit and Wasatch Counties, Sections 1, 12, 13, T.2S., R.4E., S.L.M. PacifiCorp has removed all of its overhead distribution facilities that were constructed within said easements and hereby agrees to release all right, title, and interest in and to those easements in the form and as described in Exhibits "G" and "H". Provided, however, that PacifiCorp shall not release any interest in said easements where it has constructed underground distribution facilities for future development. PacifiCorp shall indemnify and hold harmless Stichting from and against any and all environmental claims arising from PacifiCorp's use of the easements for PacifiCorp's overhead and underground facilities.

7. Dismissal of Action. Utah Power and Stichting agree to direct their respective attorneys to execute a Stipulation of Dismissal in the form attached hereto as Exhibit "T" stipulating to the dismissal with prejudice of Supreme Court Case No. 20000496 and Civil No. 980500241, each party to bear its own attorneys' fees and costs. Utah Power and Stichting further agree to direct their respective attorneys to agree as to form and to submit to the Court an Order of Dismissal. Upon execution of said Order, the condemnation award shall be of no further force and effect.

8. Mutual Release. Utah Power and Stichting hereby release and discharge one another from any and all claims, demands and causes of action that they have or may have as of the date of this Agreement and arising in any respect out of any matter that is the subject of this Agreement. It is understood that this release shall be binding upon and

inure to the benefit of the parties' heirs, assigns, legal representatives and successors-in-interest to the subject properties.

9. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, United States of America.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior understanding, agreement or representation of any kind preceding the date of this Agreement expressly including but not limited to that certain agreement entered into between the parties as of June 13, 1991, titled "Agreement to Exchange Existing Easements for Replacement Easement and to Exchange Existing Substation Location for Replacement Substation Location" shall not be binding on either party and shall be of no further force and effect.

11. Modification of Agreement. Any modification of this Agreement or obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

12. Attorneys' Fees and Costs. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay all costs and reasonable attorneys' fees incurred by the opposing party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date or dates indicated below.

PACIFICORP d/b/a UTAH POWER

Date February 18, 2005

By 

Its Senior Counsel
STICHTING MAYFLOWER
RECREATIONAL FONDS

Date Febr. 18, 2005

By [Signature]
Its MANAGING director

STICHTING MAYFLOWER MOUNTAIN
FONDS

Date Febr. 18, 2005

By [Signature]
Its MANAGING director

JORDAN INVESTMENTS, INC.

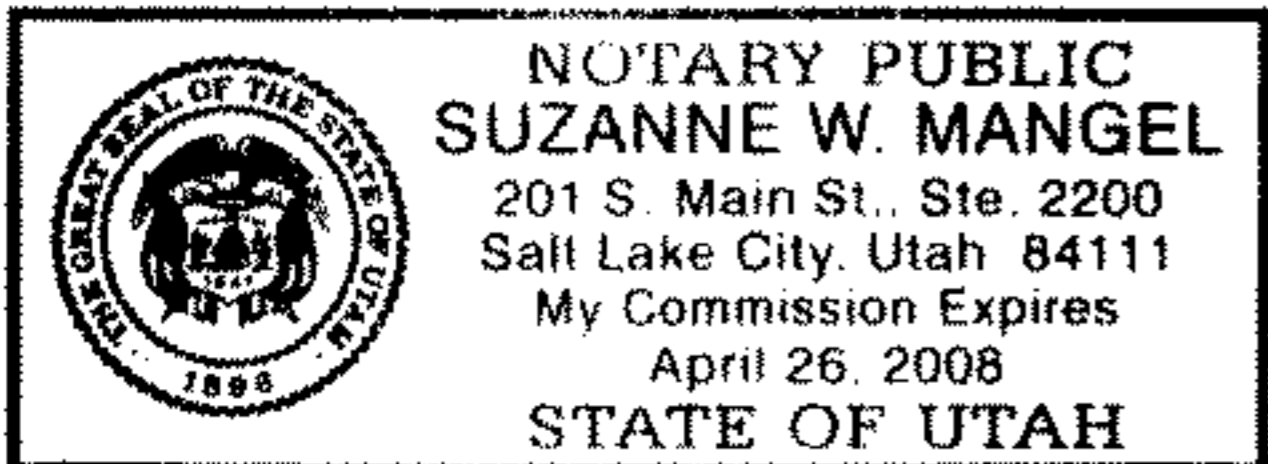
Date Febr 18, 2005

By [Signature]
Its President

ACKNOWLEDGMENTS

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 18th day of February, 2005, by Arie C. Bogerd, as Managing Director. of Stichting Mayflower Recreational Fonds, for and on behalf of such association.



Suzanne W. Mangel
Notary Public
My Commission expires: 4-26-08

E 280255 B 0738 P 0299

EXHIBIT A
(Easement Agreement)

When Recorded, Return to:Utah Power
Ron Olsen
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116

CC#: 10853 WO. 2258733.6A

RIGHT OF WAY EASEMENT

For good and valuable consideration, **STICHTING MAYFLOWER RECREATIONAL FONDS**, an entity formed under the laws of The Netherlands; **STICHTING MAYFLOWER MOUNTAIN FONDS**, an entity formed under the laws of The Netherlands; and **JORDAN INVESTMENTS, INC.**, a Utah Corporation, (collectively referred to herein as "Grantor"), hereby grants to **PACIFICORP**, an Oregon corporation, its successors and assigns, ("Grantee"), an easement ("Easement") for a right of way sixty feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of 138 kV high voltage electric power transmission lines and distribution lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, over and under the surface of the real property of Grantor (the "Easement Property") in Wasatch and Summit Counties, State of Utah, as more particularly described below and as shown on Exhibits "A" through "E" attached hereto and by this reference made a part hereof:

(As shown on Exhibit "A")

A right of way 60 feet in width, being 30 feet on each side of the following described survey line:

Beginning on the north boundary line of the Grantor's land at a point 1,112 feet, more or less, along the one quarter section line from the east one quarter corner of Section 1, T. 2 S., R. 4 E., S.L.M., thence S52° 07'E 703 feet, more or less, to the easterly boundary line of said land, said easterly boundary line also being the county line between Summit and Wasatch Counties and being in the SW ¼ of the NE ¼ and the NE ¼ of the SE ¼ of Section 1, containing 0.97 of an acre, more or less.

(As shown on Exhibit "B")

A right of way 60 feet in width, being 30 feet on each side of the following described survey line:

Beginning on the north boundary line of Grantor's land at a point 524 feet west, more or less, along the section line from the north one quarter corner of Section 7, T. 2 S., R. 5 E., S.L.M., thence S21° 44'E 2,358 feet, more or less, to the southeasterly boundary

line of said land and being in the E ½ of the NW ¼ and the W ½ of the NE ¼ of said Section 7, containing 3.24 acres, more or less.

(As shown on Exhibit "C")

A right of way 60 feet in width, being 30 feet on each side of the following described survey line:

Beginning on the northeasterly boundary line of the Grantor's land at a point 333 feet north and 1,117 feet west, more or less, from the southeast corner of Section 13, T. 2 S., R. 4 E., S.L.M., thence S37° 36' W, 420 feet, more or less, to the south boundary line of said land and being in the S ½ of the SE ¼ of said Section 13; containing .058 of an acre, more or less.

(As shown on Exhibit "D")

A right of way 60 feet in width, being 30 feet on each side of the following described survey line:

Beginning on the southwesterly boundary line of the Grantor's land at a point 998 feet north and 330 feet west, more or less, from the east one quarter corner of Section 25, T. 2 S., R. 4 E., S.L.M., thence West 72.2 feet, more or less, along the south boundary line of said land, thence along a line which is parallel to and 30 feet perpendicularly distant southwesterly from an existing power line on said land N36° 23' W, 125.6 feet to the northeasterly right of way line of U.S. Highway No. 40, thence along said northeasterly right of way line of said Highway the following three courses; N22° 13' W, 198.1 feet, N37° 29' W, 505.5 feet and N22° 32' W, 15.2 feet, more or less, to a Utah State Highway right of way marker labeled as survey station No. 611+07.33, said marker also being a point on the southwesterly right of way of an existing 50 foot Mountain Fuel Supply Co. gas line easement, thence S40° 48' E, 244.8 feet, more or less, along said gas line easement, thence S36° 23' E, 614.8 feet, more or less, along a line which is parallel to and 30 feet perpendicularly distant northeasterly from said existing power line on the Grantor's land, thence N57° 26' E, 48.3 feet, more or less, thence S32° 34' E 10 feet, more or less, thence S57° 26' W, 48.3 feet, more or less, thence S28° 45' E, 9 feet, more or less, to the point of beginning, and being in the E ½ of the NE ¼ of said Section 25, containing 0.53 of an acre, more or less.

(As shown on Exhibit "E")

A right of way described as follows:

Beginning on the northeasterly boundary line of the Grantor's land at a point 719 feet south and 479 feet west, more or less, from the east one quarter corner of Section 25, T. 2S., R. 4E., S.L.M., thence S.59°12'W. 37.3 feet, more or less, thence S.29°46'E. 192.2 feet, more or less, to a northeasterly boundary line of said land, said boundary line also being a southwesterly right of way line of U.S. Highway No. 40, thence N.18°49'W. 196.5 feet, more or less, along said northeasterly boundary line to the point of beginning and in the NE1/4 of the SE1/4 of said Section 25, containing 0.08 of an acre, more or less.

Beginning on the northeasterly boundary line of the Grantor's land at a point 1000 feet south and 361 feet west, more or less, from the east one quarter corner of Section 25, T. 2S., R. 4E., S.L.M., thence along a line which is parallel to and 30 feet perpendicularly distant southwesterly from the centerline of the proposed power line the following two courses: S.29°46'E. 219 feet and S. 40°52'E. 562.0 feet, more or less, to a northeasterly boundary line of said land, said boundary line also being a southwesterly right of way line of U.S. Highway No. 40, thence N.21°22'W. 179.7 feet, more or less, along the northeasterly boundary line of said Grantor's land, thence along a line which is parallel to and 30 feet perpendicularly distant northeasterly from the centerline of said proposed power line the following two courses: N.40°52'W. 386.7 feet and N.29°46'W. 57.4 feet, more or less, to a northeasterly boundary line of said land, thence N.50°50'W. 167 feet, more or less, along said northeasterly boundary line to the point of beginning and being in the NE1/4 of the SE1/4 and Lot 6 of said Section 25 and Lot 4 of Section 30, T. 2S., R. 5E., S.L.M., containing 0.84 of an acre, more or less.

Beginning on a northwesterly boundary line of the Grantor's land at a point 818 feet north and 386 feet east, more or less, from the southwest corner of Section 30, T. 2S., R. 5E., S.L.M., thence S.43°15'W. 60.3 feet, more or less, along a northwesterly boundary line of said land, said boundary line also being a southeasterly right of way line of U.S. Highway No. 40, thence along a line which is parallel to and 30 feet perpendicularly distant southwesterly from the centerline of the proposed power line S.40°52'E. 262.8 feet, more or less, to the northeasterly boundary line of said land, said northeasterly boundary line also being the southwesterly right of way line of said U.S. Highway No. 40, thence N.27°14'W. 254.6 feet, more or less, along said northeasterly boundary line, thence along a line which is parallel to and 30 feet perpendicularly distant northeasterly from the centerline of the proposed power line N.40°52'W. 21.5 feet, more or less, to the point of beginning and being in Lot 4 of said Section 30, containing 0.20 of an acre, more or less.

Beginning on the northeasterly boundary line of the Grantor's land at a point 305 feet north and 750 feet east, more or less, from the southwest corner of Section 30, T. 2S., R. 5E., S.L.M., thence along a line which is parallel to and 30 feet perpendicularly distant southwesterly from the centerline of the proposed power line the following two courses: S.40°52'E. 318.3 feet and S.11°58'E. 762.9 feet, more or less, to the easterly boundary line of said land, said boundary line also being the westerly right of way line of U.S. Highway No. 40, thence N.4°25'W. 456.8 feet, more or less, along

the easterly boundary line of said Grantor's land, thence along a line which is parallel to and 30 feet perpendicularly distant northeasterly from the centerline of the proposed power line N.11°58'W. 113.1 feet, more or less, to the easterly boundary line of said land, thence N.19°30'W. 281.8 feet, more or less, along the Grantor's easterly boundary line, thence along a line which is parallel to and 30 feet perpendicularly distant northeasterly from the centerline of the proposed power line N.40°52'W. 174.9 feet, more or less, to a northerly boundary line of said land, thence N.76°55'W. 102.0 feet, more or less, along said north boundary line to the point of beginning and being in Lot 4 of said Section 30, and Lot 1 of Section 31, Township and Range aforesaid, containing 1.05 acres, more or less.

This Easement is granted subject to the following terms:

1. **Right of Access.** Grantee shall have a right of access to the Easement from adjacent lands of Grantor for all activities in connection with the purposes for which this Easement has been granted. Grantee shall reasonably restore any damages caused to Grantor's property arising from the exercise of the foregoing right of access. Grantee shall also have the right to keep the Easement clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's access and related activities.
2. **Restrictions on Grantor's Use.** At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the Easement. Subject to the foregoing limitations, the surface of the Easement may be used in connection with the development of Grantors' adjacent property and other purposes not inconsistent with, as determined by Grantee, the purposes for which this Easement has been granted.
3. **Grantee's Use of Easement Property.** Grantee's use of the Easement Property shall be limited to the construction, operation, maintenance, replacement, and removal of 138 kV high voltage electrical power transmission lines and distribution lines and all necessary and desirable appurtenances. Grantee shall have no right to expand the scope of the Easement or to grant third parties use, access, rights of way, or interests in all or a portion of the Easement Property.
4. **Attorneys Fees.** In the event any action to enforce the provisions of this Easement, the prevailing party shall be entitled to receive its costs and attorneys fees, in an amount determined by the court, not by a jury.
5. **No Public Dedication.** The provisions of this Easement are not intended to and do not constitute a dedication for public use of the Easement, and the rights herein created are private and for the benefit only of the parties hereto, their successors and assigns.
6. **Indemnification.** Grantee hereby agrees to indemnify, protect, defend and hold harmless Grantor, its successors, and assigns, from claims, liabilities, costs and expenses arising out of any act or omission of Grantee, its successors, and assigns in connection with the construction,

operation, or maintenance of Grantee's improvements upon this Easement; provided, however, that this indemnification shall not apply to any claims or liabilities arising from Grantor's negligence.

7. Notices. Notices required herein shall be in writing and shall be given by personal delivery, facsimile, or by deposit in the United States mail, Certified Mail, Return Receipt Requested (which receipt shall be preserved as evidence of delivery), postage prepaid, addressed to Grantor and Grantee at the addresses set forth in the introductory paragraph hereof.

8. Choice of Law. This Easement shall be construed in accordance with the laws of the State of Utah.

9. Successors and Assigns. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

10. Amendments. This Easement may be amended only by recording, in the office of the applicable county recorder, an instrument in writing reciting such amendment, bearing the acknowledged signatures of all parties hereto, or their successors and assigns.

11. Abandonment of Right of Way. In the event Grantee ceases to use the Easement for the transmission of power for a period of two (2) consecutive years, Grantee's rights conveyed herein shall revert to Grantors. In such event, Grantee shall record a document to formally abandon the Easement granted herein, and Grantee shall remove all of Grantee's facilities within 120 (120) days of recordation of such abandonment. After recordation of the abandonment, all rights of Grantee hereunder shall cease. Grantee shall repair all damage to the Easement and adjacent property caused by the removal of Grantee's facilities, and shall restore the surface of the Easement to same condition as it existed prior to removal, all at Grantee's sole cost and expense.


12. Due Authorization. The individuals executing this document each represents and warrants (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association or other person or entity), and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

13. Counterpart Execution. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

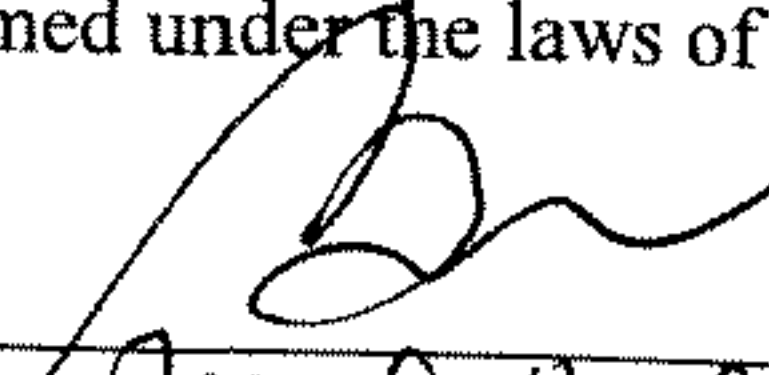
The Remainder of this Page is Intentionally Left Blank – Signature Page to Follow

DATED effective as of the date first written above.


STICHTING MAYFLOWER RECREATIONAL FONDS, an entity formed under the laws of The Netherlands

By: 
Name: Arie C. Bobert
Title: MANAGING director

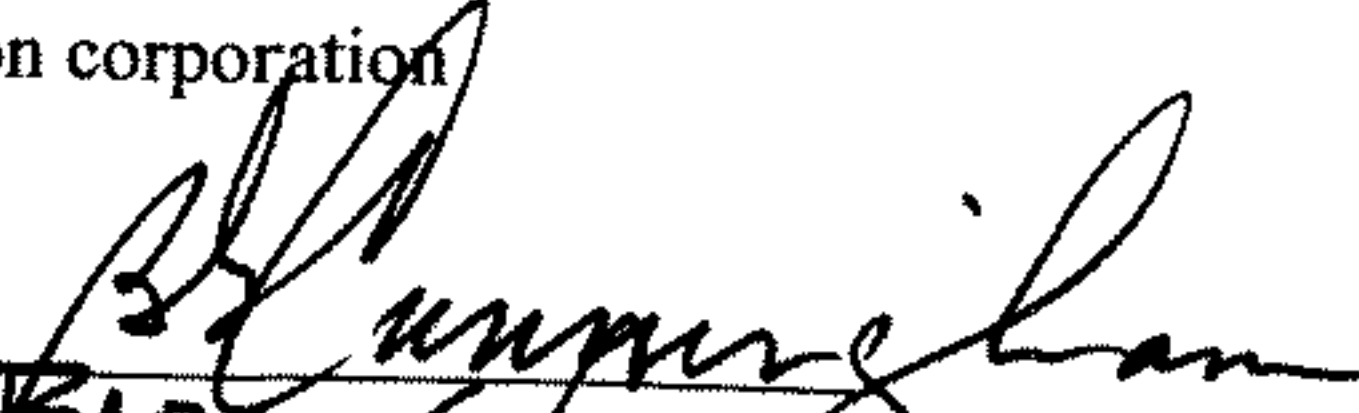
STICHTING MAYFLOWER MOUNTAIN FONDS, an entity formed under the laws of The Netherlands

By: 
Name: Arie C. Bobert
Title: MANAGING director

JORDAN INVESTMENTS, Inc., a Utah Corporation

By: 
Name: Arie C. Bobert
Title: President

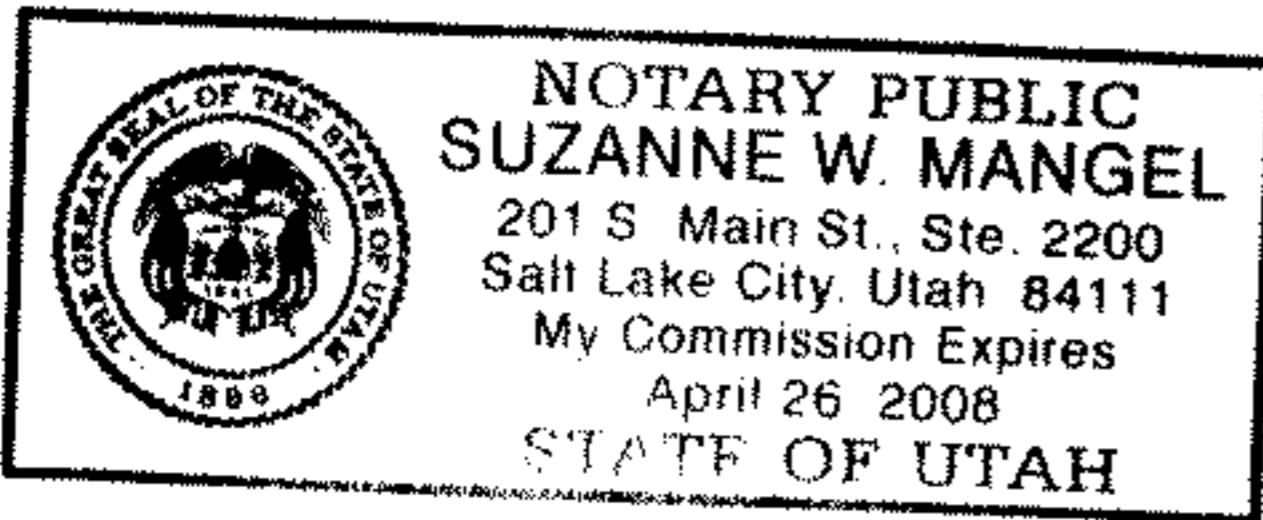
PACIFICORP
an Oregon corporation

By: 
Name: Barry G. Cunningham
Title: SR. VICE PRES.

ACKNOWLEDGMENTS

STATE OF UTAH)
)
) ss.
)
 COUNTY OF SALT LAKE)

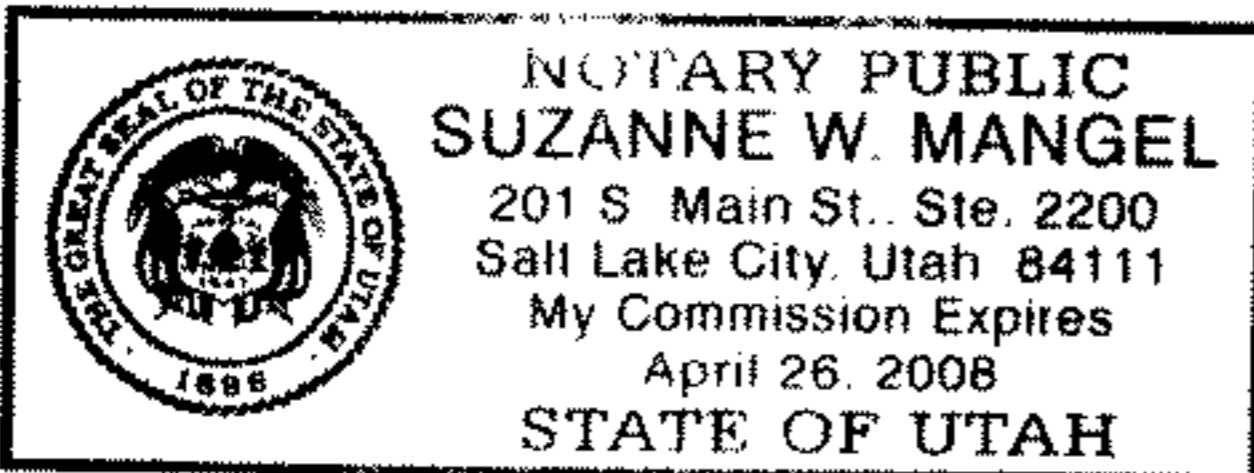
This instrument was acknowledged before me on this 18th day of February, 2005, by Arie C. Bogerd, as Managing Director of Stichting Mayflower Recreational Fonds, for and on behalf of such association.



Suzanne W. Mangel
 Notary Public
 My Commission expires: 4-26-08

STATE OF UTAH)
)
) ss.
)
 COUNTY OF SALT LAKE)

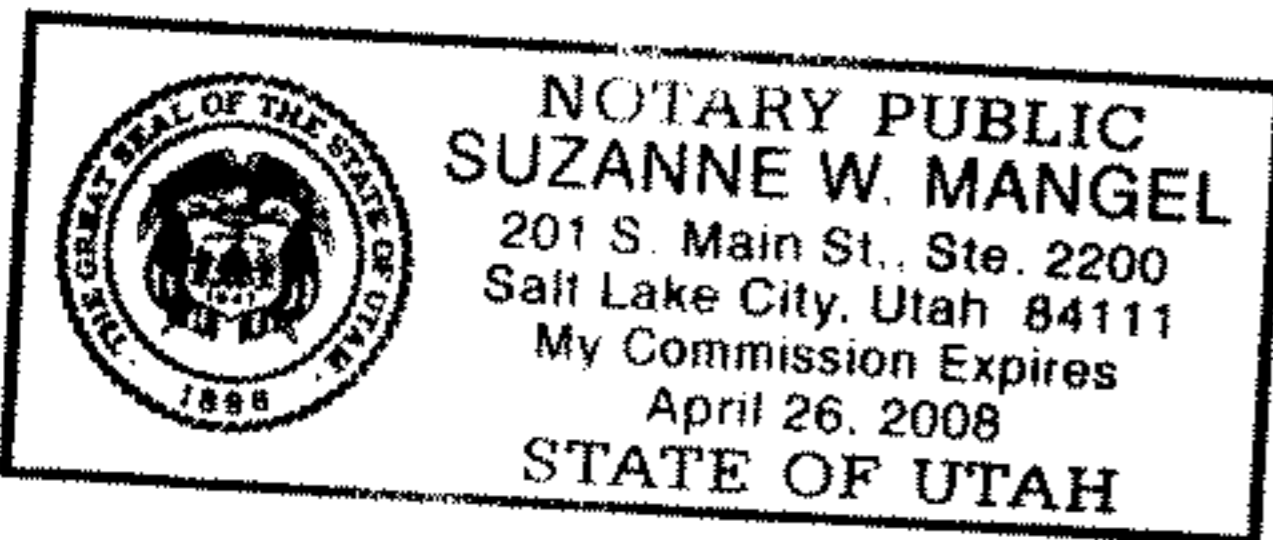
This instrument was acknowledged before me on this 18th day of February 2005, by Arie C. Bogerd as Managing Director of Stichting Mayflower Mountain Fonds, for and on behalf of such association.



Suzanne W. Mangel
 Notary Public
 My Commission expires: 4-26-08

STATE OF UTAH)
)
) ss.
)
 COUNTY OF SALT LAKE)

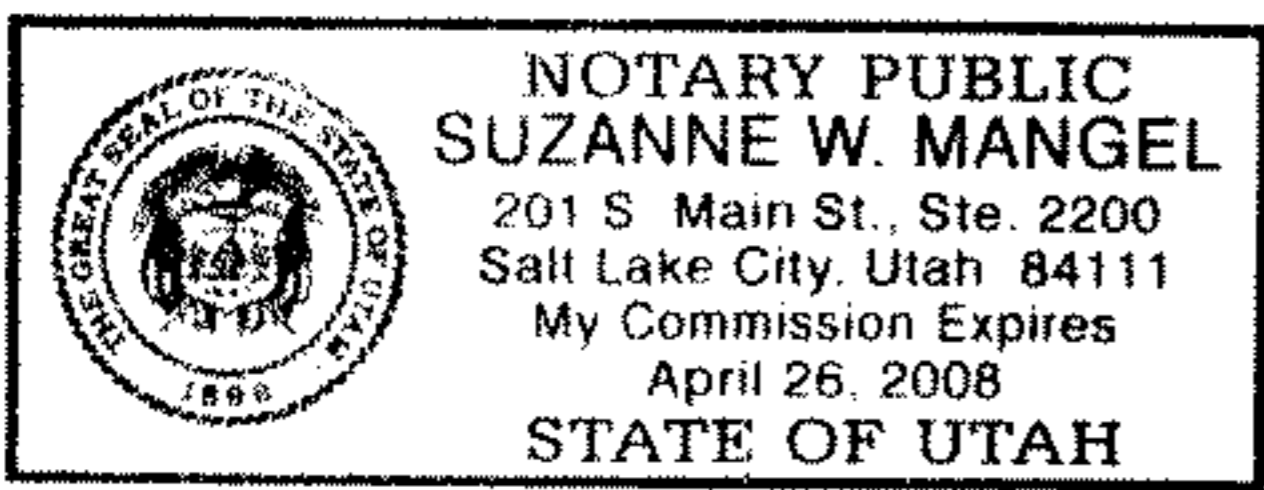
This instrument was acknowledged before me on this 18th day of February, 2005, by Arie C. Bogerd as President of Jordan Investments, Inc., for and on behalf of such corporation.



Suzanne W. Mangel
 Notary Public
 My Commission expires: 4-26-08
 Page 7 of 8

STATE OF UTAH)
)
) SS.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 26th day of February, 2005, by B. G. Cunningham, as ^{SR} Vice President of PACIFICORP, an Oregon corporation, for an on behalf of the corporation.



Suzanne W. Mangel
Notary Public
My Commission expires: 4-26-08

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LOT 2

LOT 1

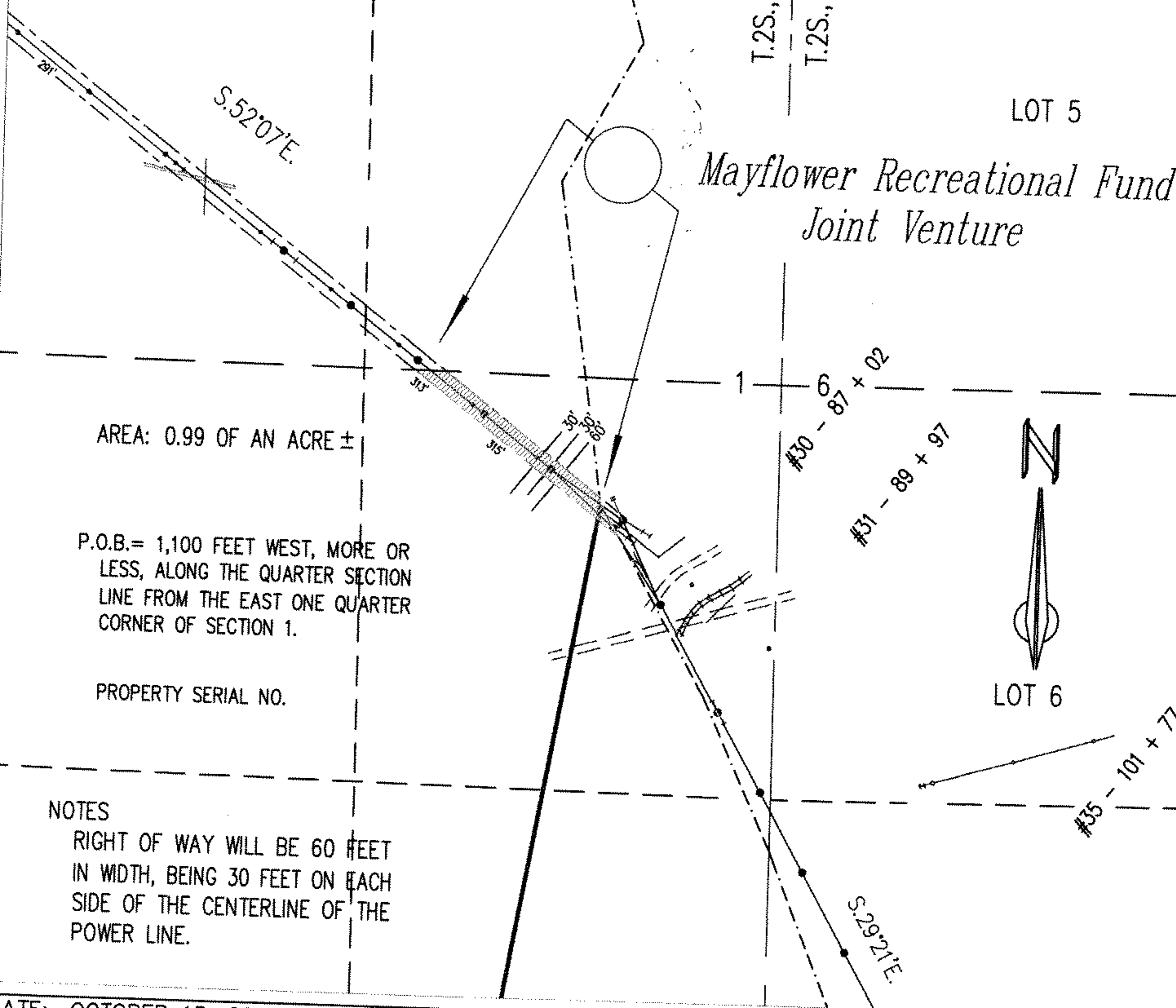
LOT 4

This drawing is preliminary and 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 herein described.

T.2S., R.4E., S.L.M.
T.2S., R.5E., S.L.M.

LOT 5

Mayflower Recreational Fund
Joint Venture



AREA: 0.99 OF AN ACRE ±

P.O.B. = 1,100 FEET WEST, MORE OR LESS, ALONG THE QUARTER SECTION LINE FROM THE EAST ONE QUARTER CORNER OF SECTION 1.

PROPERTY SERIAL NO.

NOTES
RIGHT OF WAY WILL BE 60 FEET IN WIDTH, BEING 30 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

DATE: OCTOBER 15, 2004
SPONSOR: STEVE JENSEN/CHRIS QUINES
SURVEYED BY: U.P.&L. Co./R.A.S.
DRAWN BY: D. T. Boyd
CHECKED BY: D. T. Boyd
PLOT SCALE: 1" = 1'
CAD No: C:\DWG\STICHTINGCHECKEXH.DWG

EXHIBIT "A"
SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
SILVERCREEK - MIDWAY SUBSTATION SECTION
LINE CROSSING PROPERTY OWNED BY MAYFLOWER RECREATIONAL FUND JOINT VENTURE
JORDANELLE, WASATCH COUNTY, UTAH

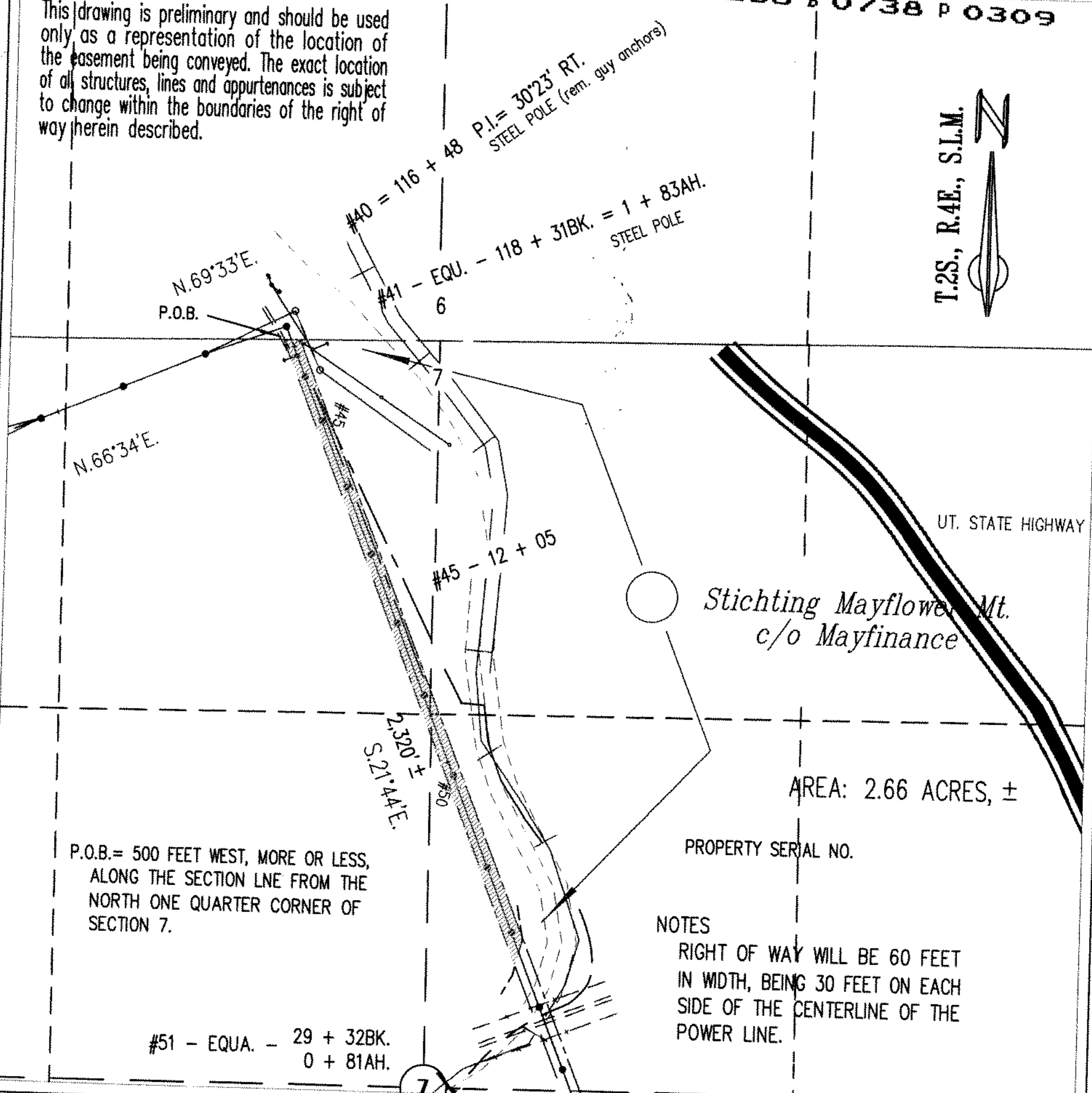
PACIFICORP PARK CITY RESOURCE AREA

APPROVAL
JERRY H. ISAACSON
LEAD SENIOR ENGINEER LINE CIVIL DESIGN

SCALE: 1" = 500' SHEET 1 OF 1 PN 2258733 REF. REV.

E 280255 B 0738 P 0309

This drawing is preliminary and 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 herein described.



DATE: OCTOBER 15, 2004
 SPONSOR: STEVE JENSEN/CHRIS QUINES
 SURVEYED BY: U.P.&L. Co./R.A.S.
 DRAWN BY: D. T. Boyd
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: C:\DWG\STICHTINGCHECKEXH.DWG

EXHIBIT "B"
 SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
 SILVERCREEK - MIDWAY SUBSTATION SECTION
 LINE CROSSING PROPERTY OWNED BY STICHTING MAYFLOWER
 MT. c/o MAYFINANCE
 JORDANELLE, WASATCH COUNTY, UTAH

APPROVAL
 JERRY H. ISAACSON
 LEAD SENIOR ENGINEER LINE CIVIL DESIGN

PACIFICORP PARK CITY RESOURCE AREA

SCALE: 1" = 500'	SHEET 1 OF 1	PN 2258733	REF.	REV.
------------------	--------------	------------	------	------

E 28025 B 0738 P 0310

This drawing is preliminary and 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 herein described.

13

P.O.B. = 240 FEET NORTH AND 1130 FEET WEST, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 13.

AREA: 0.36 OF AN ACRE, ±

T.2S., R.4E., S.1.M.

PROPERTY SERIAL NO.

Stichting Mayflower Fonds
c/o Mayfinance

NOTES

RIGHT OF WAY WILL BE 60 FEET IN WIDTH, BEING 30 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

DATE: OCTOBER 15, 2004

SPONSOR: STEVE JENSEN/CHRIS QUINES

SURVEYED BY: U.P.&L. Co./R.A.S.

DRAWN BY: D. T. Boyd

CHECKED BY: D. T. Boyd

PLOT SCALE: 1" = 1'

CAD No: C:\DWG\STICHTINGCHECKEXH.DWG

APPROVAL

JERRY H. ISAACSON

LEAD SENIOR ENGINEER LINE CIVIL DESIGN

EXHIBIT "C"

SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
SILVERCREEK - MIDWAY SUBSTATION SECTION
LINE CROSSING PROPERTY OWNED BY STICHTING MAYFLOWER
FONDS c/o MAYFINANCE
JORDANELLE, WASATCH COUNTY, UTAH



PACIFICORP

PARK CITY RESOURCE AREA

SCALE: 1" = 500'

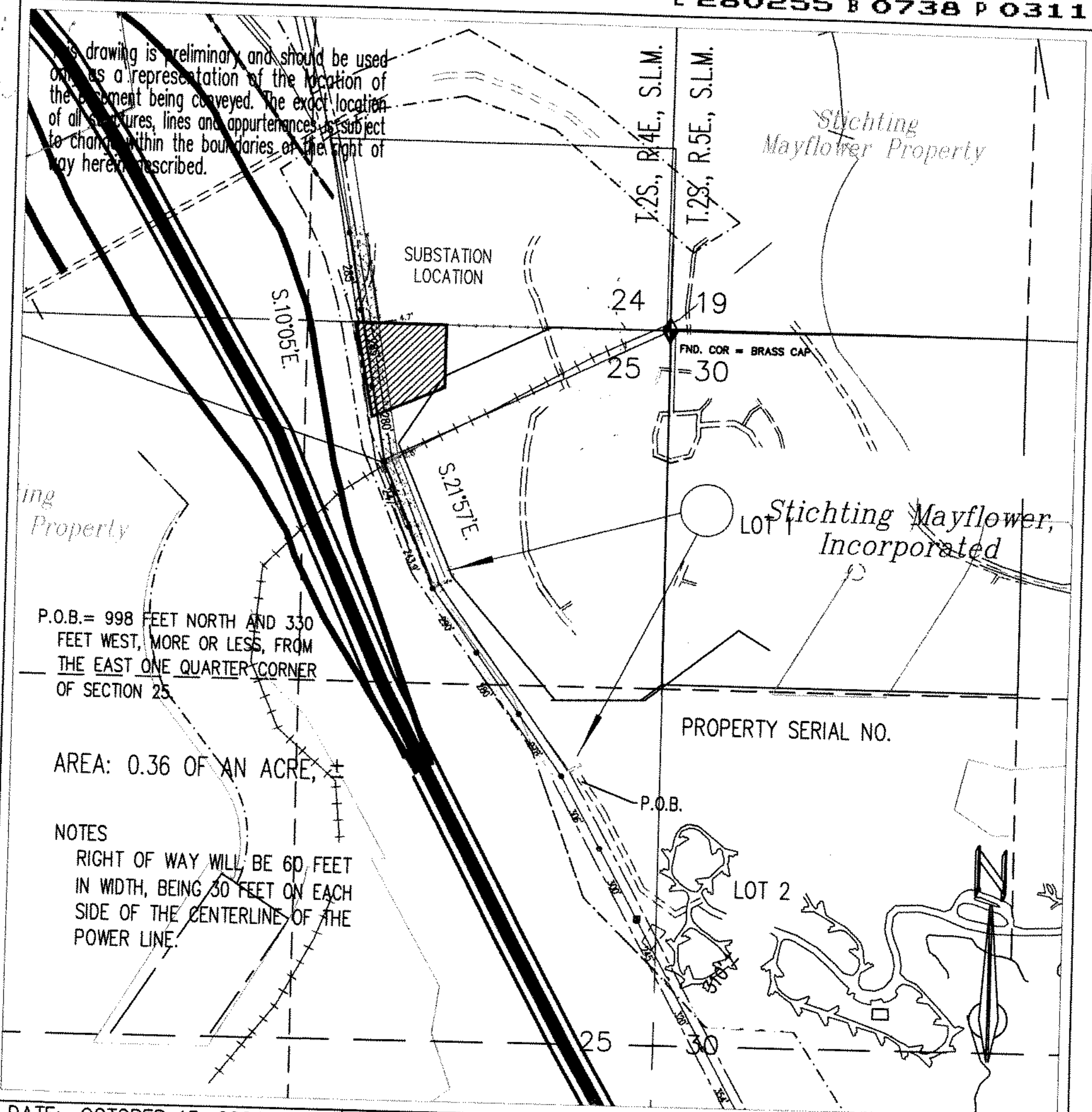
SHEET 1 OF 1

PN 2258733

REF.

REV.

This drawing is preliminary and 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 herein described.



P.O.B. = 998 FEET NORTH AND 330 FEET WEST, MORE OR LESS, FROM THE EAST ONE QUARTER CORNER OF SECTION 25.

AREA: 0.36 OF AN ACRE, ±

NOTES
RIGHT OF WAY WILL BE 60 FEET IN WIDTH, BEING 30 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

DATE: OCTOBER 15, 2004
 SPONSOR: STEVE JENSEN/CHRIS QUINES
 SURVEYED BY: U.P.&L. Co./R.A.S.
 DRAWN BY: D. T. Boyd
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: C:\DWG\STICHTINGCHECKEXH.DWG

EXHIBIT "D"
 SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
 SILVERCREEK - MIDWAY SUBSTATION SECTION
 LINE CROSSING PROPERTY OWNED BY STICHTING
 MAYFLOWER INCORPORATED
 JORDANELLE, WASATCH COUNTY, UTAH

APPROVAL
 JERRY H. ISAACSON
 LEAD SENIOR ENGINEER LINE CIVIL DESIGN

PACIFICORP PARK CITY RESOURCE AREA

SCALE: 1" = 500'	SHEET 1 OF 1	PN 2258733	REF.	REV.
------------------	--------------	------------	------	------

This drawing is preliminary and 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 herein described.

P.O.B. = 719 FEET SOUTH AND 479 FEET WEST, MORE OR LESS, FROM THE EAST ONE QUARTER CORNER OF SECTION 25.

P.O.B. = 1000 FEET SOUTH AND 361 FEET WEST, MORE OR LESS, FROM THE EAST ONE QUARTER CORNER OF SECTION 25.

P.O.B. = 818 FEET NORTH AND 386 FEET EAST, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 25.

P.O.B. = 305 FEET NORTH AND 750 FEET EAST, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 25.

LOT 6

25 30

PROPERTY SERIAL NO. 36 31

TOTAL AREA: 2.17 ACRES ±

NOTES

RIGHT OF WAY WILL BE 60 FEET IN WIDTH, BEING 30 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

LOT 1

AREA: 1.05 ACRES, ±

LOT 4

AREA: 0.10 OF AN ACRE, ±

LOT 3

AREA: 0.08 OF AN ACRE, ±

Stichting Mayflower Inc.

27 P.I. = 29°03' RT. INSTALL STEEL POLE

DATE: OCTOBER 15, 2004

SPONSOR: STEVE JENSEN/CHRIS QUINES

SURVEYED BY: U.P.&L. Co./R.A.S.

DRAWN BY: D. T. Boyd

CHECKED BY: D. T. Boyd

PLOT SCALE: 1" = 1'

CAD No: C:\DWG\STICHTINGCHECKEXH.DWG

APPROVAL

JERRY H. ISAACSON

LEAD SENIOR ENGINEER LINE CIVIL DESIGN

EXHIBIT "E"
SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
SILVERCREEK - MIDWAY SUBSTATION SECTION
LINE CROSSING PROPERTY OWNED BY STICHTING MAYFLOWER
INCORPORATED
JORDANELLE, WASATCH COUNTY, UTAH



PACIFICORP

PARK CITY RESOURCE AREA

SCALE: 1" = 500'

SHEET 1 OF 1

PN 2258733

REF.

REV.

E 280255 B 0738 P 0313

EXHIBIT B
(Partial Release of Easement)

E 280255 B 0738 P 0314

Return to:
Ronald G. Olsen
1407 W. No. Temple #310
Salt Lake City, Utah 84116

RW 20030108 WO 2258733.01/KHD
File No. 13074 PR

PARTIAL RELEASE OF EASEMENT

PACIFICORP, an Oregon Corporation, hereby disclaims and releases all right title and interest in and to the Stichting Mayflower Recreational Fonds, Stichting Mountain Fonds, and Jordan Investments, Inc., any right, title or interest it may have to a portion of that certain easement recorded as Instrument No. 46102, August 16th, 1929 in Book 4 of Miscellaneous at Page 74, in the office of the County Recorder of Wasatch County, State of Utah, being more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Beginning on the grantor's land at a point 420 ft. south and 200 ft. west, more or less, from the northeast corner of Sec. 25, T. 2 S., R. 4 E., S.L.B. & M., thence running S.38°48'W. 902 ft, more or less, to the southwesterly boundary line of said land, said boundary line also being the northeasterly right of way line U.S. Highway No. 40, and being in the NE 1/4 of the NE 1/4 of said Sec. 25.

Beginning on the grantor's land at a point 420 ft. south and 200 ft. west and 1,576 ft. S.38°48'W., more or less, from the northeast corner of Sec. 25, T. 2 S., R. 4 E., S.L.B. & M., said point also being at the southwesterly right of way line of U.S. Highway No. 40; thence running S.38°48'W. 1319 ft., more or less, on said land and being in the S 1/2 of the NE 1/4 and the NW 1/4 of the SE 1/4 of said Sec. 25.

The intent hereof is to release all of such easement lying on the property owned by Stichting Mayflower Recreational Fonds, Stichting Mountain Fonds, and Jordan Investments, Inc.

All other interest arising out of said instrument affecting other lands therein described shall remain vested in PacifiCorp, its successor company to the Utah Power & Light Company, its successors and assigns.

DATED this 21st day of February, 2005.

PACIFICORP, an Oregon Corporation

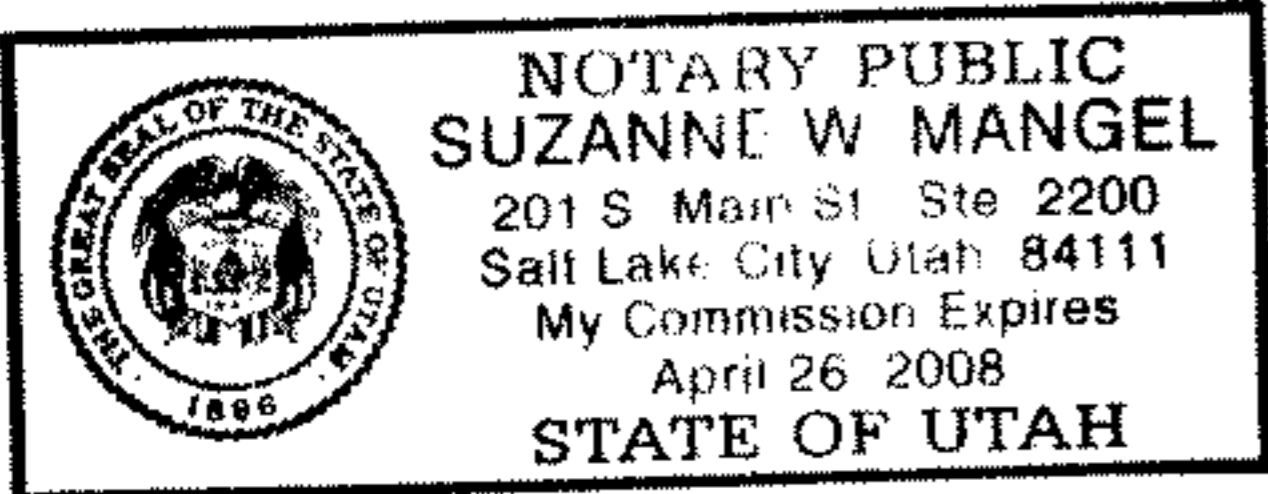
By B. Cunningham

Sr. Vice President

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)
County of Salt Lake) ss.

This instrument was acknowledged before me on this 21st day of February,
2005, by B. C. Cunningham, as
Sr. Vice President of
PacificCorp.



Suzanne W. Mangel
Notary Public
My commission expires: 4-26-08

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.

E 280255 B 0738 P 0316

ng
Property

PORTION TO BE
DISCLAIMED

SEE FILE N 46102

PORTION BEING
RELEASED

U.S. HIGHWAY No. 40

LOT 1

LOT 2

FND. COR = BRASS CAP

T.2S., R.5E., S.1M.

T.2S., R.5E., S.1M.

DATE: OCTOBER 15, 2004
 SPONSOR: STEVE JENSEN/CHRIS QUINES
 SURVEYED BY: U.P.&L. Co./R.A.S.
 DRAWN BY: D. T. Boyd
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: R:\ROW\STITCH-RELEASES

EXHIBIT "A"
 SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
 EASEMENT DISCLAIMER
 CROSSING PROPERTY OWNED BY
 STITCHING MAYFLOWER MOUNTAIN FONDS
 JORDANELLE, WASATCH COUNTY, UTAH

APPROVAL

JERRY H. ISAACSON



PARK CITY AREA

LEAD SENIOR ENGINEER LINE CIVIL DESIGN

SCALE: 1" = 500'

SHEET 1 OF 1

PN 2258733

REF.

REV.

E 280255 B 0738 P 0317

EXHIBIT C
(Release of Easement)

Return to:
 Ronald G. Olsen
 1407 W. No. Temple #110
 Salt Lake City, Utah 84116

WO#: DZWF/2003/C/052/2258733.02/KHD
 File No. 22728, 22729 and 22730 R

RELEASE OF EASEMENT

PACIFICORP, an Oregon Corporation, hereby disclaims and releases all right title and interest in and to the Owners of Record any right, title or interest it may have to that certain easement recorded respectively as Instrument No. 67546, on October 21, 1948 in Book M-6 at Page 21, Instrument No. 67547, on December 21, 1948 in Book M-6 at Page 22, and Instrument No. 67548, on December 21, 1948, in Book M-6 at Page 23 and 23 in the office of the County Recorder of Wasatch County, State of Utah, being more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Beginning on the north boundary line of Grantor's land on line 1-4 of Lincoln - 3278 mining claim at a point 165 feet north and 75 feet west, more or less, from the southeast corner of Section 23, T. 2S., R. 4E., S.L.B. & M., thence S. 53° 31' E. 550 feet, more or less, to the east boundary line of said land on line 1-2 of said mining claim; and being on Lincoln - 3278 and Lost Boulder No. 3 - 5070 mining claim in Blue Ledge Mining District in the SE ¼ of the SE ¼ of said Section 23, the SW ¼ of the SW ¼ of Section 24 and the NW ¼ of the NW ¼ of Section 25, T. 2S., R. 4E.

Beginning on west boundary line of Grantor's land on line 1-2 of Lincoln - 3278 mining claim at a point 160 feet south and 360 feet east, more or less, from the northwest corner of Section 25, T. 2S., R. 4E., S.L.B. & M., thence S. 53° 31' E. 70 feet, more or less, thence S. 44° 14' E. 2,060 feet, more or less, to south boundary line of said land on line 21-24 of Neptune - 271 mining claim; and being on Lost Boulder No. 3 - 5070, Lost Boulder No. 2 - 5070, Mountaineer No. 2 - 211, Mountaineer No. 3 - 211 and Neptune - 211 mining claim in Blue Ledge Mining District in the N ½ of the NW ¼ and the SE ¼ of the SW ¼ of said Section 25.

Beginning on the north boundary line of Grantor's land on line 1-4 of Laura - 6810 mining claim at a point 915 feet north and 1,860 feet east, more or less, from the west quarter corner of Section 25, T. 2S., R. 4E., S.L.B. & M., thence running S. 44° 14' E. 1,570 feet, more or less, to center of and including a 20 by 44 foot 6-pole switchrack, thence S. 44° 15' E. 540 feet, more or less, to south boundary line of said land on line 2-3 of Sarah - 6810 mining claim; also beginning on west boundary line of Grantor's land on line 1-4 of Ethel - 6810 mining claim at a point 2,020 feet north and 1,590 feet west, more or less, from the southeast corner of said Section 25, thence running S. 82° 15' E. 835 feet, more or less, thence S. 33° 11' E. 2,665 feet, to existing power line on said land; and being on Laura - 6810, Hilda - 6810, Ethel - 6810, Sarah - 6810, Athens Fraction - 7163, Strike Fraction - 7163, Strike - 7163 and Athens - 7163 mining claims in Blue Ledge Mining District in the SE ¼ of the NW ¼, the SW ¼ of the NE ¼, the NW

¼ of the SE ¼ and the E ½ of the SE ¼ of said Section 25, the SW ¼ of the SW ¼ of Section 30 and the NW ¼ of the NW ¼ of Section 31, T. 2S., R. 5E., S.L.B&M.

DATED this 21st day of February, 2005.

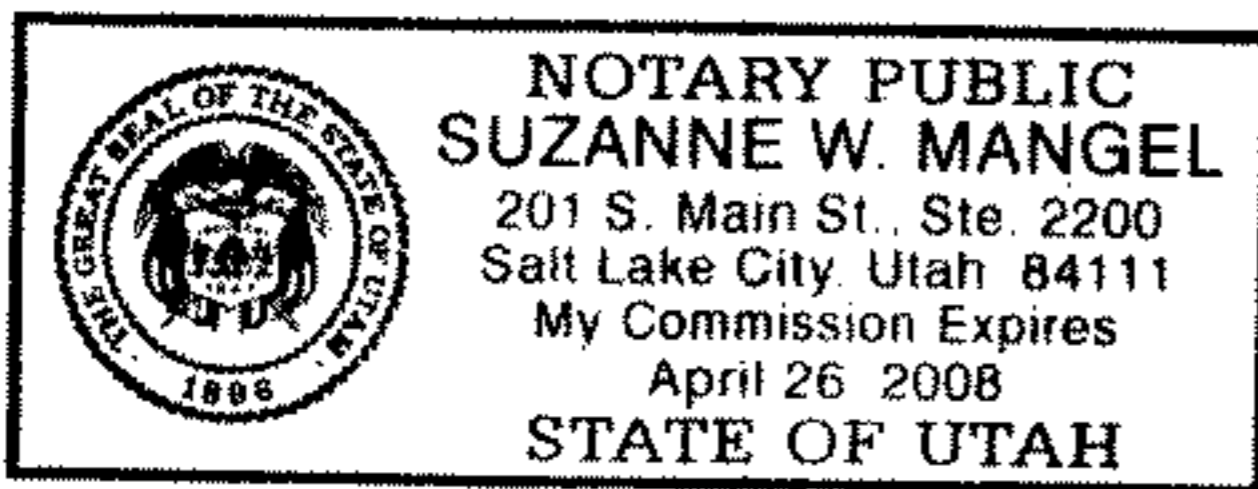
PACIFICORP, an Oregon Corporation

By *B. Cunningham*
Sr. Vice President

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah)
County of Salt Lake) ss.

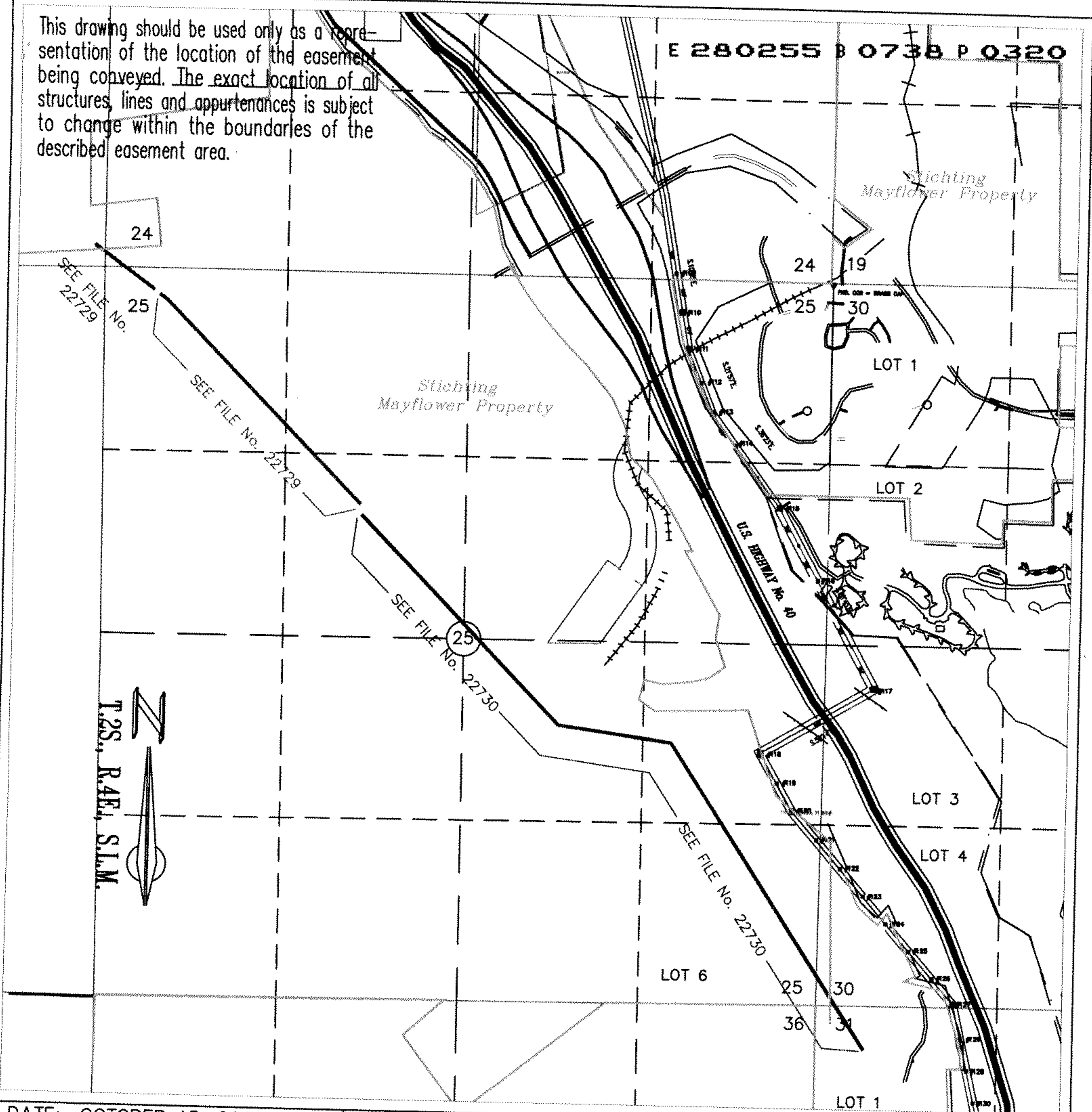
This instrument was acknowledged before me on this 21st day of February, 2004,5
by B.G. Cunningham, as Sr. Vice President of
Pacific Corp.



Suzanne W. Mangel
Notary Public
My commission expires: 4-26-08

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.

E 280255 B 0738 P 0320



DATE: OCTOBER 15, 2004
 SPONSOR: STEVE JENSEN/CHRIS QUINES
 SURVEYED BY: U.P.&L. Co./R.A.S.
 DRAWN BY: D. T. Boyd
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: R:\ROW\STITCH-RELEASES

APPROVAL
 JERRY H. ISAACSON
 LEAD SENIOR ENGINEER LINE CIVIL DESIGN

EXHIBIT "A"
 SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
 EASEMENT DISCLAIMER
 CROSSING PROPERTY OWNED BY
 STITCHING MAYFLOWER MOUNTAIN FONDS
 JORDANELLE, WASATCH COUNTY, UTAH



SCALE: 1" = 1000'	SHEET 1 OF 1	PN 2258733	REF.	REV.
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E 280255 B 0738 P 0321

EXHIBIT D
(Release of Easement)

Return to:
Ronald G. Olsen
1407 W. No. Temple #110
Salt Lake City, Utah 84116

WO#: DZWF/2003/C/052/2258733.03/KHD
File No. 3286 R

RELEASE OF EASEMENT

PACIFICORP, an Oregon Corporation, hereby disclaims and releases all right, title and interest in and to the Owners of Record any right, title or interest it may have to that certain easement recorded as Instrument No. 59661, on September 18, 1941 in Book M-5 at Page 159 and 160 in the office of the County Recorder of Wasatch County, State of Utah, being more particularly described as follows and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Beginning on the east boundary line of Grantor's land at a point 640 feet south, more or less, from the northeast corner of Section 31, T. 2S., R. 5E., S.L.B.&M., thence running N. 87° 01' W. 5,390 feet, more or less, to west boundary line of said land and being in the N ½ of the N ½ of said Section 31; also beginning on east boundary line of Grantor's land at line 1-2 of Amanda J - 6810 mining claim at a point 10 feet south, more or less, from corner No. 1 of said Amanda J - 6810 mining claim, thence running N. 87° 01' W. 25 feet, more or less, thence N 67° 42' W 2,860 feet on said land of Grantor's substation and being on Amanda J - 6810, Blue Bell 6810, Blue Bell No. 3 - 6810, Golden Age Lot 113, Fourth of July No. 2, Lot 112, Golden Age No.2 -7182 and Fourth of July No. 5 - 7182 mining claims in the Blue Ledge Mining District in Sections 25, 26, 35 and 36, T. 2S., R. 4E., S.L.B&M.

DATED this 21st day of February, 2005.

PACIFICORP, an Oregon Corporation

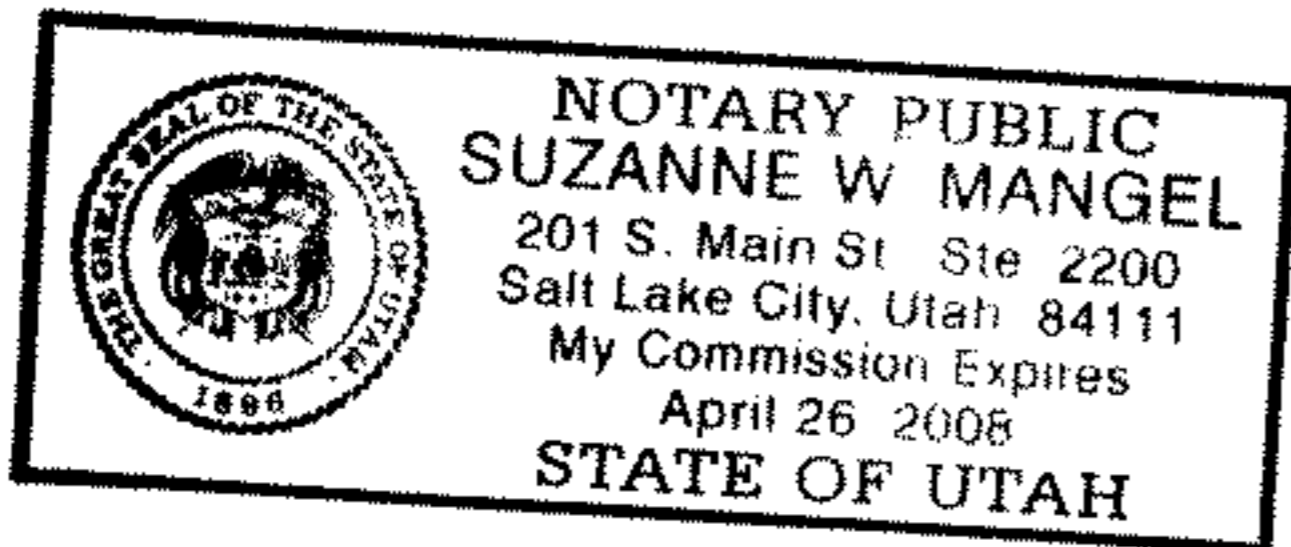
By


Sr. Vice President

REPRESENTATIVE ACKNOWLEDGMENT

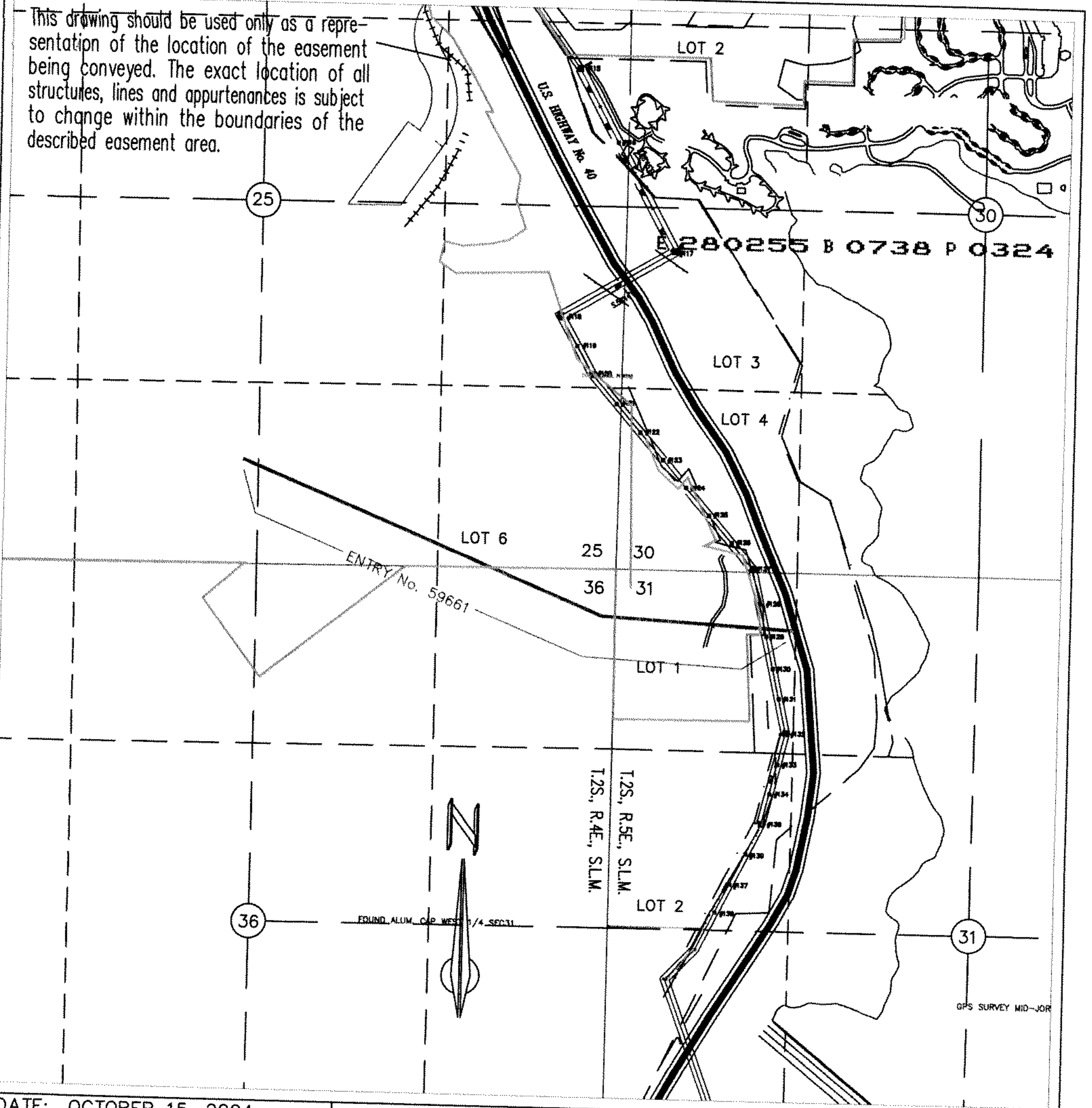
STATE OF Utah)
County of Salt Lake) ss.

This instrument was acknowledged before me on this 21st day of February, 2004⁵,
by B.G. Cunningham, as Sr. Vice President of
PacifiCorp.



Suzanne W. Mangel
Notary Public
My commission expires: 4-26-08

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.



DATE: OCTOBER 15, 2004
 SPONSOR: STEVE JENSEN/CHRIS QUINES
 SURVEYED BY: U.P.&L. Co./R.A.S.
 DRAWN BY: D. T. Boyd
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: R:\ROW\STITCH-RELEASES

EXHIBIT "A"
 SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
 EASEMENT DISCLAIMER
 CROSSING PROPERTY OWNED BY
 STITCHING MAYFLOWER RECREATIONAL FOND
 JORDANELLE, WASATCH COUNTY, UTAH

APPROVAL
 JERRY H. ISAACSON
 LEAD SENIOR ENGINEER LINE CIVIL DESIGN



PARK CITY AREA

SCALE: 1" = 750'	SHEET 1 OF 1	PN 2258733	REF.	REV.
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EXHIBIT E
(Release of Substation Site)

A tract of land situate in the NE 1/4 of the NE 1/4 of Section 25, Township 2 South, Range 4 East, Salt Lake Base and Meridian, described as follows:

Beginning on the north boundary line at a point 839.3 feet west, more or less, along the section lien from the northeast corner of Section 25, T.2 S., R.4 E., S.L.M., running thence N.89°58'47" W. 330 feet, more or less, to the west boundary line of said land, said west boundary line also being the east right of way line of U.S. Highway 40, thence S.10°58'32" E. 351.11 feet, more or less, thence North 231.46 feet, more or less, to the point of beginning, containing 2.00 acres, more or less.

E 280255 B 0738 P 0326

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

SUBSTATION LOCATION

T.2S., R.4E., S.L.M.
T.2S., R.5E., S.L.M.

24 19
25 30

FND. COR = BRASS CAP

Stichting Mayflower Property

Stichting Mayflower, Incorporated

LOT 1

LOT 2

PROPERTY SERIAL NO.

P.O.B.

S.10°05'E

S.21°15'E

P.O.B. = 998 FEET NORTH AND 330 FEET WEST, MORE OR LESS, FROM THE EAST ONE QUARTER CORNER OF SECTION 25.

AREA: 0.36 OF AN ACRE, ±

NOTES
RIGHT OF WAY WILL BE 60 FEET IN WIDTH, BEING 30 FEET ON EACH SIDE OF THE CENTERLINE OF THE POWER LINE.

DATE: OCTOBER 15, 2004
SPONSOR: STEVE JENSEN/CHRIS QUINES
SURVEYED BY: U.P.&L. Co./R.A.S.
DRAWN BY: D. T. Boyd
CHECKED BY: D. T. Boyd
PLOT SCALE: 1" = 1'
CAD No: C:\DWG\STICHTINGCHECKEXH.DWG

EXHIBIT "E"
SILVERCREEK - MIDWAY 138kV TRANSMISSION LINE
SILVERCREEK - MIDWAY SUBSTATION SECTION
LINE CROSSING PROPERTY OWNED BY STICHTING
MAYFLOWER INCORPORATED
JORDANELLE, WASATCH COUNTY, UTAH

PACIFICORP PARK CITY RESOURCE AREA

APPROVAL
JERRY H. ISAACSON
LEAD SENIOR ENGINEER LINE CIVIL DESIGN

SCALE: 1" = 500' SHEET 1 OF 1 PN 2258733 REF. REV.

E 280255 B 0738 P 0327

EXHIBIT F
(Notice of Termination of Agreement)

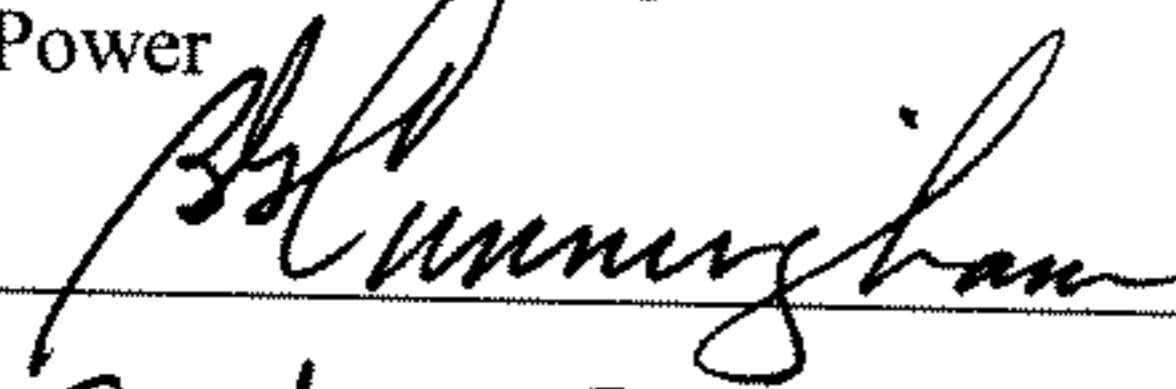
NOTICE OF TERMINATION OF AGREEMENT

Notice is hereby given that PacifiCorp, an Oregon corporation, d.b.a. Utah Power (successor in interest to Utah Power & Light Company by merger) and Stichting Mayflower Mountain Fonds and Stichting Mayflower Recreational Fonds have terminated that certain agreement titled "Agreement to Exchange Existing Easements for Replacement Easement and to Exchange Existing Substation Location for Replacements Substation Location," dated June 13, 1991, and recorded September 19, 1991, Entry No, 157419, Book 233, Pages 480-485 with the Wasatch County Recorder's Office, in its entirety and that such agreement has no further force or effect.

PACIFICORP, an Oregon corporation
d.b.a. Utah Power

By:

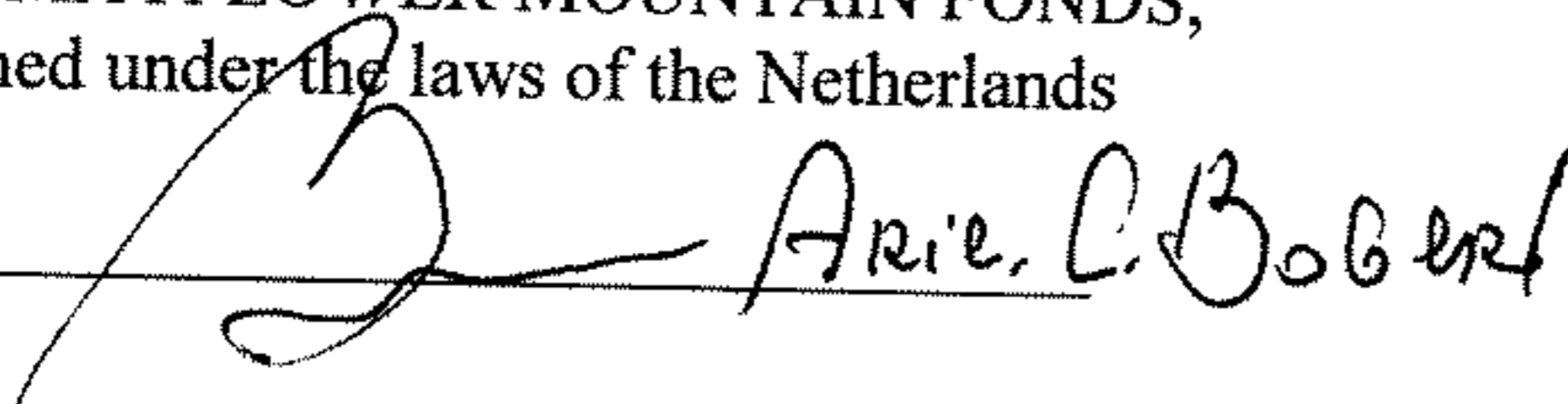
Its:


SR. VICE PRESIDENT

STICHTING MAYFLOWER MOUNTAIN FONDS,
an entity formed under the laws of the Netherlands

By:

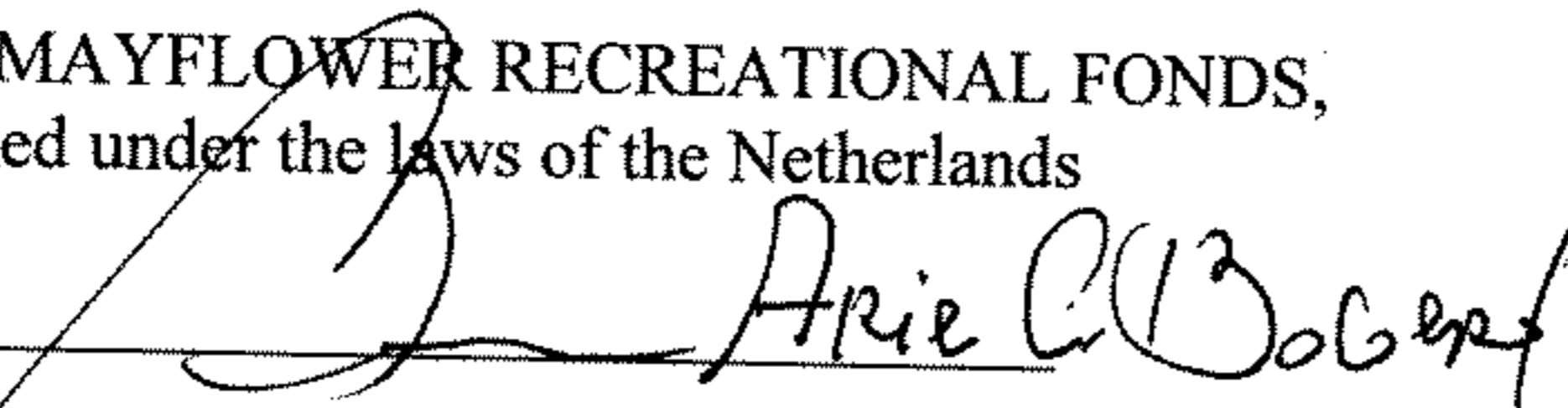
Its:


MANAGING director

STICHTING MAYFLOWER RECREATIONAL FONDS,
an entity formed under the laws of the Netherlands

By:

Its:


MANAGING director

E 280255 B 0738 P 0330

EXHIBIT G
(Partial Release of Easements - East Park Subdivision, Plats I and II)

Return to:
Ronald G. Olsen
1407 W. No. Temple #110
Salt Lake City, Utah 84140

WO#: DZWF/2003/C/052/2258733.02/KHD
File No: 47704A, 47709A & 47715A

PARTIAL RELEASE OF EASEMENT

PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company (Successor in interest by merger to Utah Power & Light Company, a Utah Corporation), hereby disclaims and releases to the Owners of Record any right, title or interest it may have to a portion of those certain easements recorded as Instrument No. 113078, on June 5, 1978, in Book "118" of Deeds, Pages "553-554" and Instrument No. 113084, on June 5, 1978 in Book "118" of Deeds, Page "560" and Instrument No. 113073 on June 5, 1978 in Book "118" of deeds, Page "548" in the office of the County Recorder of Wasatch County, State of Utah, being more particularly described and/or shown on Exhibit "A" as it pertains to the following described real property:

Subdivision
Lots 101, 117, 120 and 122, East Park Plat No. 1 Subdivision
Lots 240, 241, 242, 243, 244, and 246, East Park Plat No. 2

Tax Parcel ID #: **OEP-1101, OEP-1117, OEP-1120, OEP-1122, OEP-2240, OEP-2241, OEP-2242, OEP-2243, OEP-2244 & OEP-2246.**

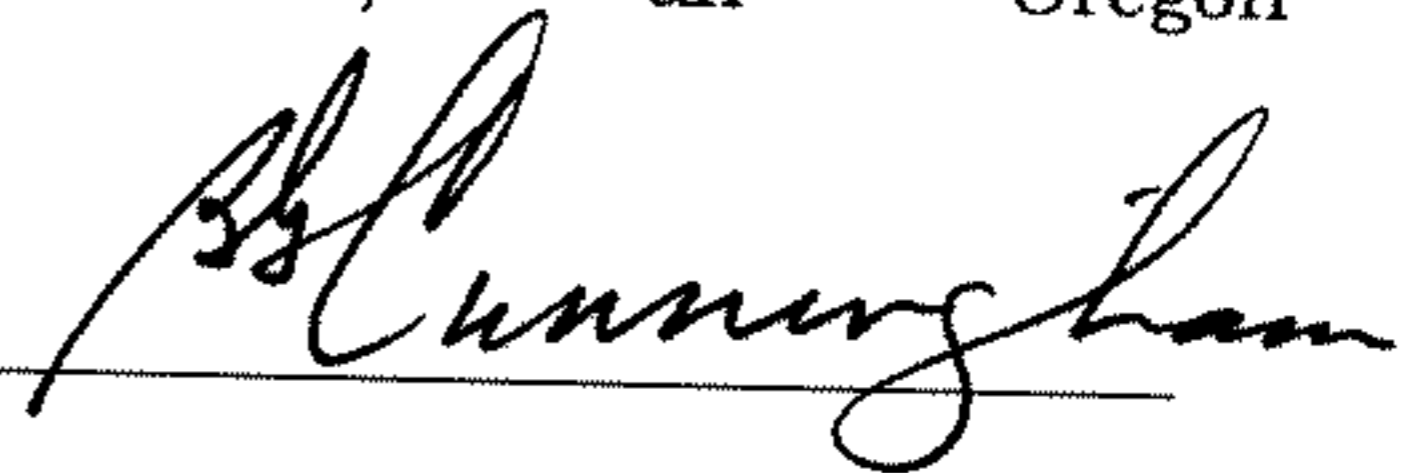
Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, west of the Union Pacific Railroad.

Tax Parcel ID #: **OWC-0010**

DATED this 21st day of February, 2005.

Corporation

PACIFICORP, an Oregon



D1 FULL DISC-6/90

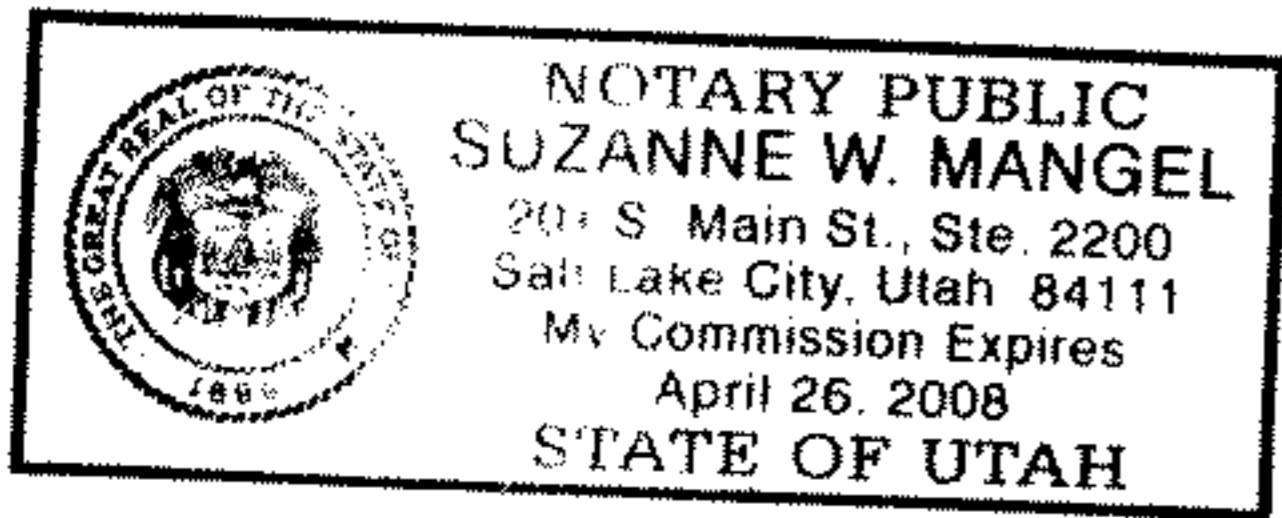
Page 2 of

By: Barry Cunningham
Sr. Vice President
Title:

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF UTAH)
) ss.)
COUNTY of SALT LAKE)

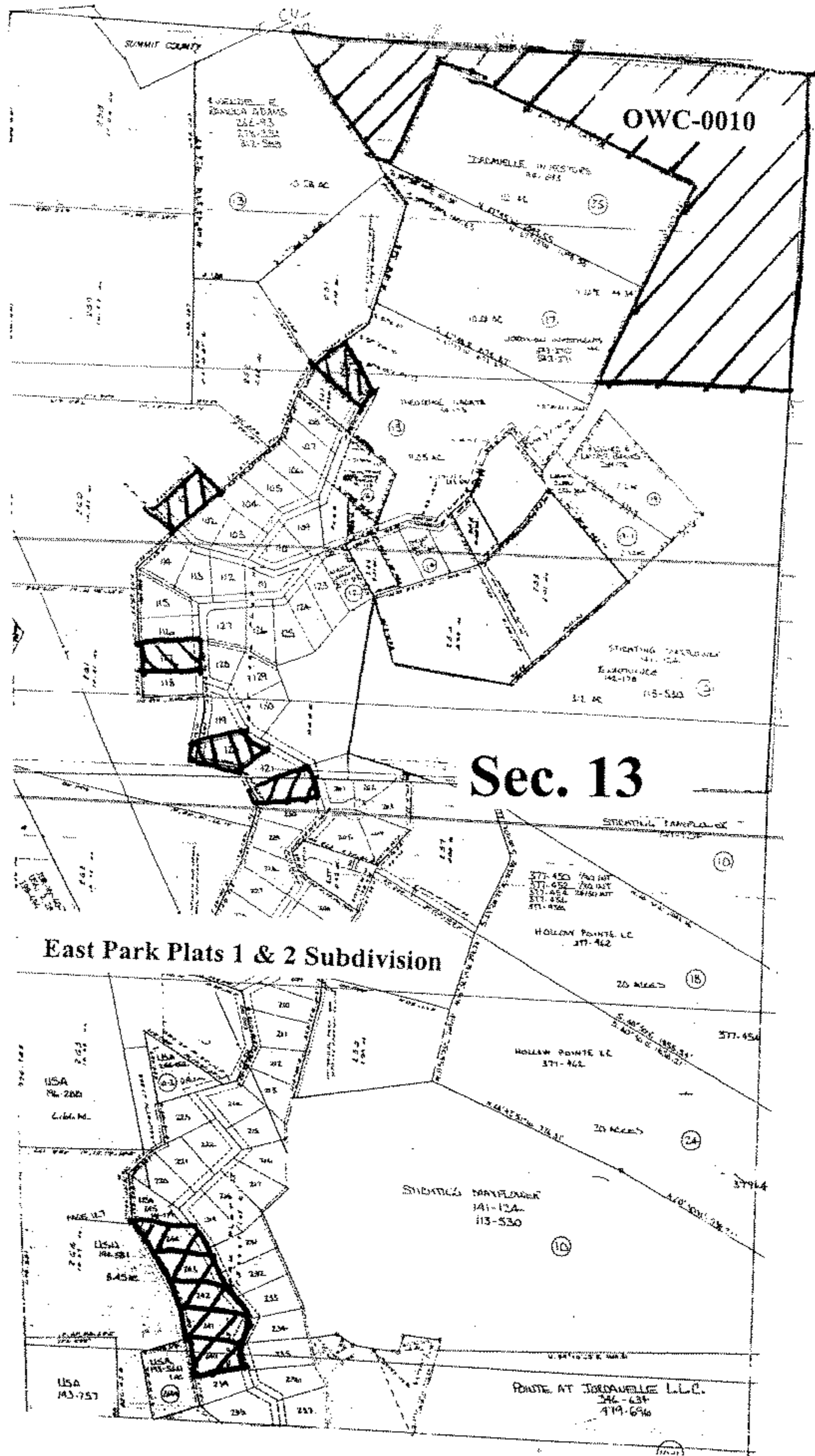
This instrument was acknowledged before me on
February 21, 2005, by Barry Cunningham as
Sr. Vice President of
PacificCorp




Suzanne W. Mangel
Notary Public

My Commission Expires: 4-26-08

Property Description




 Real Property Owned by
 Mayflower Recreational Fund &
 Stichting Mayflower Recreational Fonds

WO#: DZWF/2003/C/052/2258733
 Name: Silver Creek/Jordanelle
 Drawn by: KHD

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.

EXHIBIT A

PacifiCorp

SCALE: NONE SHEET 1 OF 1
 ROW #

E 280255 B 0738 P 0334

EXHIBIT H
(Release of Easement - Summit County Property)

Return to:
Ronald G. Olsen
1407 W. No. Temple #110
Salt Lake City, Utah 84140

WO#: DZWF/2003/C/052/2258733.01/KHD
File No: 47698A & 47699A

RELEASE OF EASEMENT

PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company (Successor in interest by merger to Utah Power & Light Company, a Utah Corporation), hereby disclaims and releases to the Owners of Record any right, title or interest it may have to those certain easements recorded as Instrument No. 146456, on May 30, 1978, in Book "M113" of Deeds, Pages "770" and Instrument No. 146457, on May 30, 1978 in Book "M113" of Deeds, Page "771" in the office of the County Recorder of Summit County, State of Utah, being more particularly described and/or shown on Exhibit "A" as it pertains to the following described real property:

That portion of the Southeast quarter of Section 1, Township 2 South, Range 4 East, East, Salt Lake Base and Meridian.

Tax Parcel ID # **SS-86**

The Northeast quarter; the eastern one-half of the Southeast quarter; the East one-half of the East one-half of the West one-half of the Southeast quarter and the East on-half of the West one-half of the East one-half of the West one-half of the Southeast quarter of Section 12, Township2 South, Range 4 East, Salt Lake Base and Meridian.

Tax ID# **PP-28-1 & PP-28-2**

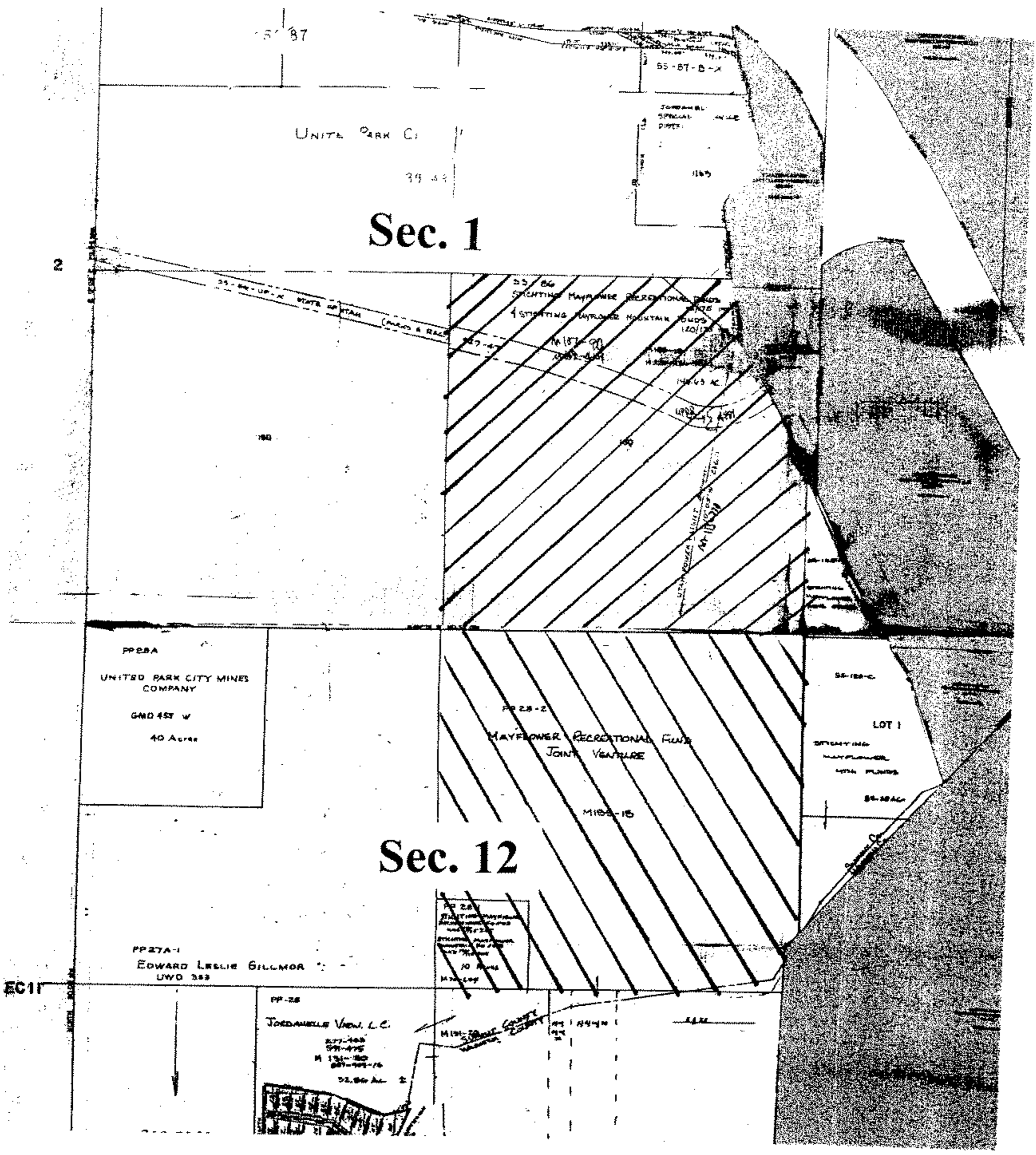
DATED this 21st day of February, 2005.

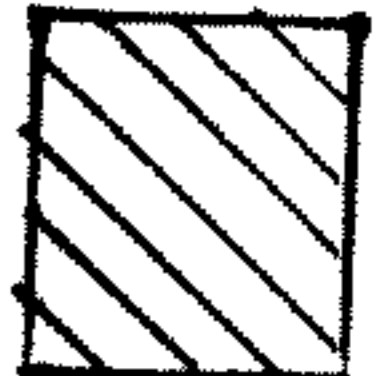
Corporation

PACIFICORP, an Oregon



Property Description




 Real Property Owned by
 Mayflower Recreational Fund &
 Sitching Mayflower Recreational Funds

WO#: DZWF/2003/C/052/2258733
 Name: Silver Creek/Jordanelle
 Drawn by: KHD

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.

EXHIBIT A

PacifiCorp

SCALE: NONE SHEET 1 OF 1
 ROW #

E 280255 B 0738 P 0338

EXHIBIT I
(Stipulation of Dismissal)