

Recording requested by and
when recorded return to:

Rocky Mountain Power
c/o Lisa Louder/ Mike Imes
1407 West North Temple, Suite #110
Salt Lake City, UT 84116

CC#: 13133 WO#: 5576994 RW#: 20110195

11501930
10/29/2012 12:49 PM \$22.00
Book - 10071 Pg - 245-250
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: LDT, DEPUTY - WI 6 P.

APN: 27-32-300-006, 27-32-300-018, 27-32-300-027

Space above for Recorder's Use Only

**UNDERGROUND POWER LINE EASEMENT
ACROSS CPB PROPERTY
CPB Property No. 508-5381**

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with an address of c/o Property Reserve, Inc., Attn.: Dan McCay, 51 S. Main Street, Suite 301, Salt Lake City, Utah 84111 ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee"), a non-exclusive easement on, under and through that certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit A, and depicted on Exhibit B, both attached hereto and incorporated herein by this reference (the "Easement Property"), to install and place an underground power line and related facilities (collectively, the "Power Facilities"), and thereafter reconstruct, maintain, operate, clean, repair, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

TOGETHER WITH the reasonable right of access to the Easement Property across certain portions of the lands of Grantor ("Grantor's Property") provided that Grantee shall use any existing roads or paved surfaces on Grantor's Property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor's Property to the fullest extent possible

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the Easement Property might show, (2) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (3) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Power Facilities shall be maintained and operated on the Easement Property.

05HIL

GRANTEE'S RIGHT to use the Easement Property shall be subject to the following conditions, which upon the recordation of this instrument or use of the easement granted herein shall be deemed to have been agreed and accepted by Grantee:

1. Grantee, and its successors and assigns, contractors, agents, servants, and employees ("Grantee's Parties") shall enter and use the Easement Property at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Property by Grantee and Grantee's Parties.
2. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property pursuant to the National Electrical Safety Code.
3. Grantee shall repair any portion of the Easement Property or Grantor's Property damaged in the prosecution of any work by Grantee or Grantee's Parties, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties.
4. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's Property.
5. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (a) the use of the Easement Property and any work performed on the Easement Property or Grantor's Property by Grantee and Grantee's Parties, and (b) any failure to abide by the terms of this document, including the failure to maintain the Power Facilities by Grantee and Grantee's Parties.
6. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document shall be governed by the laws of the State of Utah, without regard to conflict of laws provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.
7. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR AND GRANTEE WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. GRANTOR AND GRANTEE FURTHER WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities with Grantee's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and shall execute an amended and restated easement, which unless otherwise agreed shall contain the same terms as this Underground Power Line Easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs of relocation. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with the specific rights granted herein. Without limiting the foregoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and egress from Grantor's Property through the Easement Property; (2) for the placement and maintenance of crops, landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways; (3) to grant other non-exclusive

easements, licenses and rights within or on the Easement Property to other parties. Notwithstanding the foregoing, Grantor agrees not to construct any permanent building or structures within the Easement Property.

THE EASEMENT GRANTED HEREIN shall be for the use and benefit of the Grantee and Grantee's Parties and the rights granted shall not be assigned in part to any other party without the written consent of Grantor. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN TESTIMONY WHEREOF, Grantor has caused this Power Line Easement to be executed as of the 10 day of October, 2012.

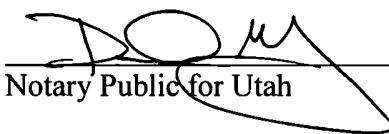
CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

By: 
Name (Print) Mark Gibbons
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 10 day of October, 2012, personally appeared before me Mark Gibbons, personally known to me to be the Authorized Agent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said Authorized Agent acknowledged to me that the said corporation executed the same.




Notary Public for Utah

Commission expires: _____

EXHIBIT "A"

A right of way described as follows:

Beginning on the east boundary line of the Grantor's land at a point 67.59 feet north and 796.75 feet east, more or less, from the south one quarter corner of Section 31, T.3S., R.1W., S.L.M., thence S.12°04'03"E. 18.06 feet, more or less, along said east boundary line to the north right of way line of 13400 South Street, thence along said right of way line the following eight courses: N.89°33'49"W. 1,860.67 feet, N.0°13'04"E. 3.4 feet, N.89°37'27"W. 129.0 feet, N.87°01'27"W. 52.1 feet, N.86°14'24"W. 105.9 feet, N.84°41'54"W. 105.9 feet, N.5°00'07"E. 6.5 feet, and N.84°59'53"W. 24.2 feet, more or less, to an existing transformer pad, thence N.5°00'00"E. 6.0 feet, more or less, thence along a line which is 12.5 feet perpendicularly distant north of and adjacent and parallel to the centerline of the proposed power line the following two courses: S.87°18'58"E. 439.4 feet and S.89°33'25"E. 1,833.12 feet, more or less, to the point of beginning and being in the SW1/4 of the SE1/4 and the S1/2 of the SW1/4 of said Section 31, containing 40,243 square feet or 0.924 of an acre, more or less.

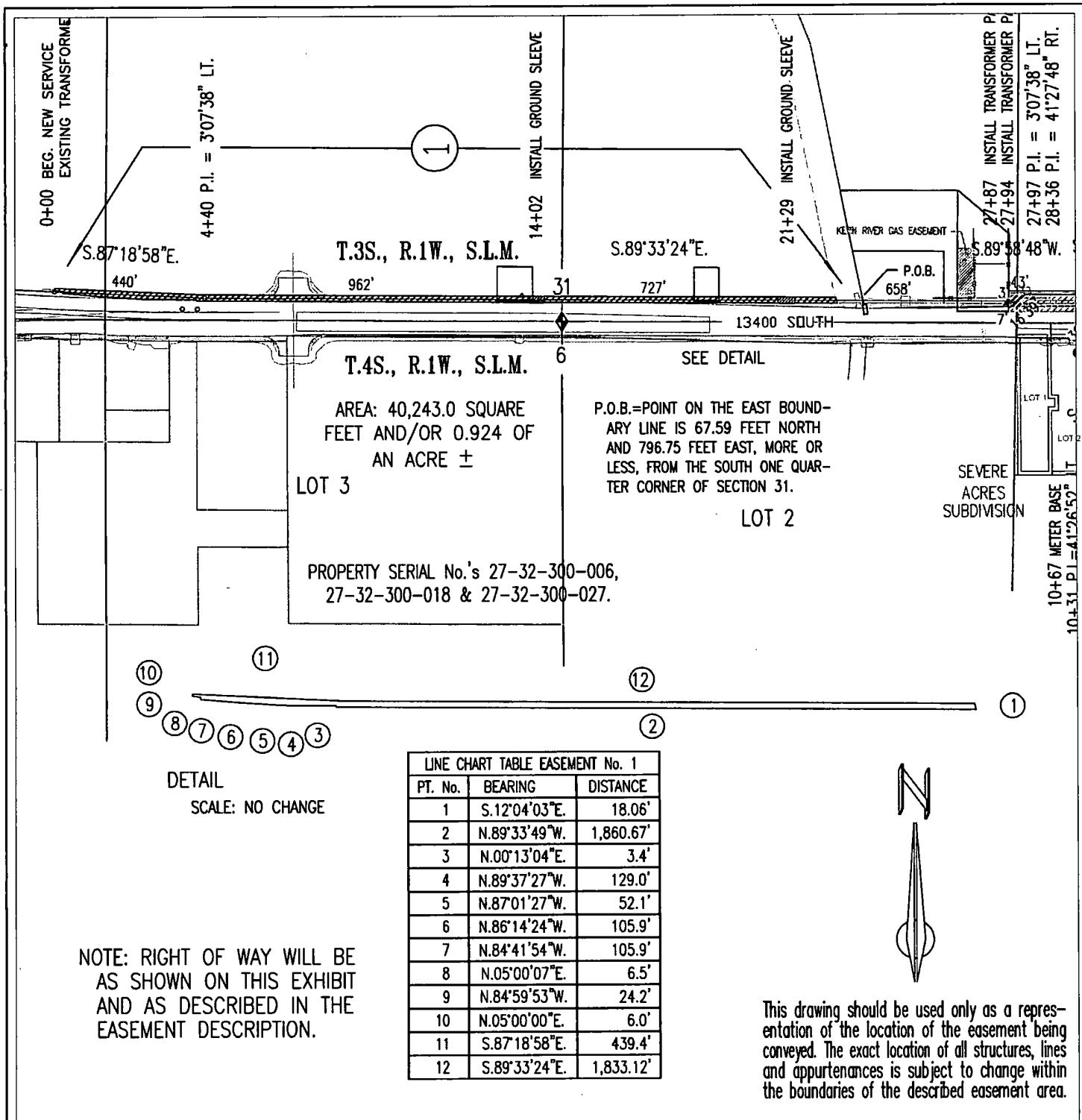
Also, beginning on the Grantor's land at a point 104 feet north and 1,350 feet west, more or less, from the southeast corner of Section 31, T.3S., R.1W., S.L.M., thence along a line which is 12.5 feet north of and adjacent to the centerline of the power line N.89°58'48"E. 46.9 feet, S.89°32'28"E. 501.3 feet, S.89°33'00"E. 559.7 feet, S.89°33'24"E. 423.9 feet, S.72°45'51"E. 103.7 feet, S.88°15'17"E. 36.3 feet, N.68°49'53"E. 83.6 feet and East 75.3 feet, more or less, to the east boundary line of said land, thence South 17.6 feet, more or less, thence West 72.0 feet, more or less, thence S.68°49'53"W. 83.9 feet, more or less, thence N.88°15'17"W. 42.2 feet, more or less, thence N.72°45'51"W. 103.5 feet, more or less, thence N.89°33'24"W. 416.2 feet, more or less, thence South 20.8 feet, more or less, thence West 10.0 feet, more or less, thence North 20.9 feet, more or less, thence N.89°33'00"W. 554.8 feet, more or less, thence N.89°32'28"W. 499.4 feet, more or less, thence S.50°25'12"W. 63.8 feet, more or less, to the west boundary line of said land, thence N.0°29'33"E. 58.2 feet, more or less, to the point of beginning and being in the SE1/4 of the SE1/4 of said Section 31, and the SW1/4 of the SW1/4 of Section 32, Township and Range aforesaid, containing 33,238.98 square feet or 0.76 of an acre, more or less.

Total area 73,482 square feet or 1.52 acres, more or less.

Ck by JJB 28 Feb 2012

Tax Parcel Nos. 27-32-300-006, 27-32-300-018, 27-32-300-027

71450



| |
|---------------------------------|
| DATE: FEBRUARY 28, 2012 |
| SPONSOR: LOUIS LOPEZ |
| SURVEYED BY: U.P.&L. Co./K.E.L. |
| DRAWN BY: D. T. Boyd |
| CHECKED BY: D. T. Boyd |
| PLOT SCALE: 1 = 1 |
| CAD No: C:\5631699.DWG |
| APPROVAL |
| DAN J. WATANABE |
| MANAGER/ENGINEERING-ENV |



ROCKY MOUNTAIN
POWER
A DIVISION OF PSEGPOWER

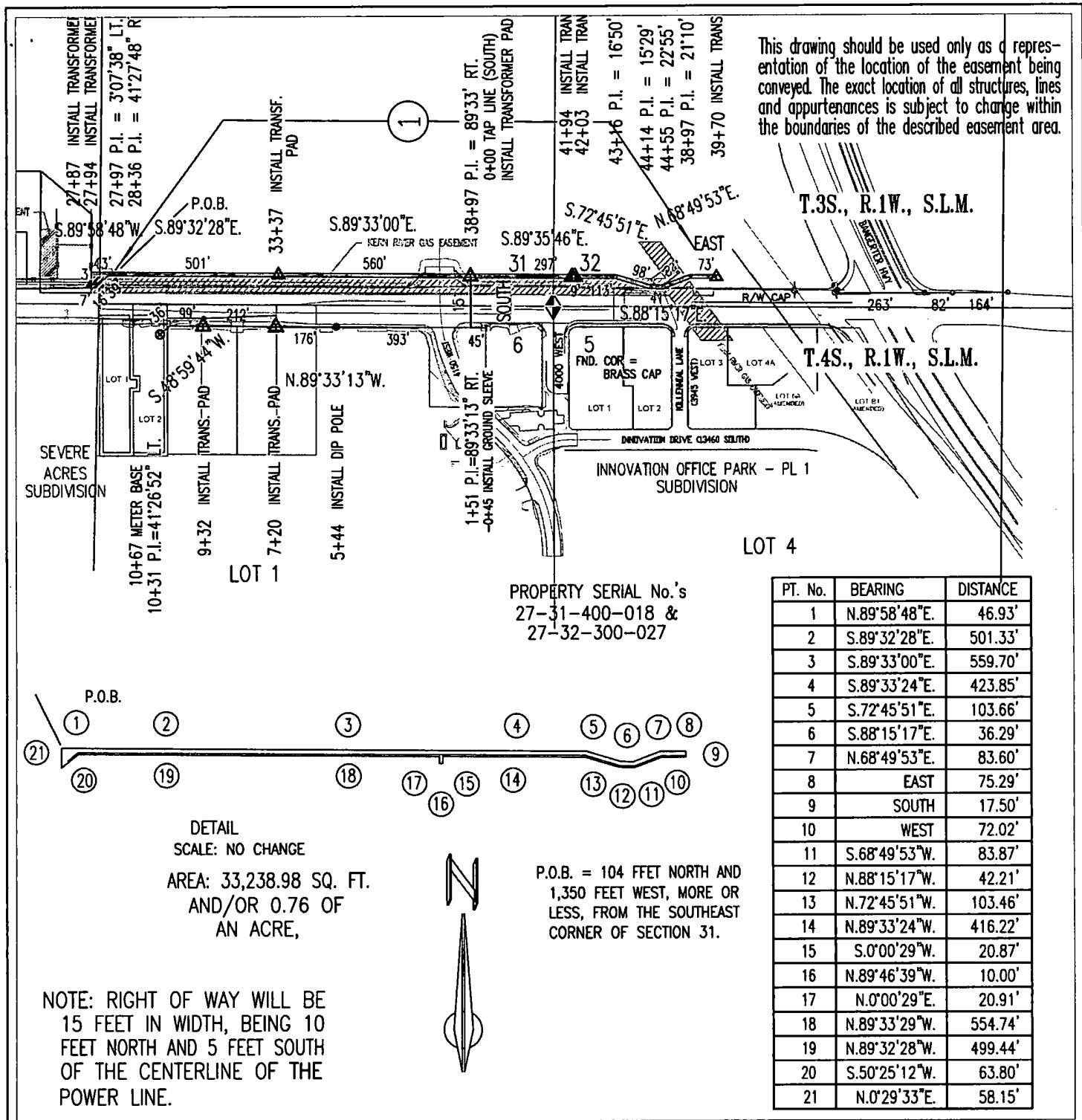
JORDAN VALLEY AREA

SCALE: 1" = 400'

SHEET 1 OF 2

PN 5631699

REF. REV.
A



DATE: FEBRUARY 10, 2012
SPONSOR: LOUIS LOPEZ
SURVEYED BY: U.P.&L Co./K.E.L.
DRAWN BY: D. T. Boyd
CHECKED BY: D. T. Boyd
PLOT SCALE: 1 = 1
CAD No: C:\5631699.DWG

APPROVAL
DAN J. WATANABE
MANAGER/ENGINEERING-ENV

EXHIBIT "B"
O.H DISTRIBUTION LINE RELOCATION AND UPGRADE
TO BGT14 HIGHWAY RELOCATION PROJECT
ON 13400 SOUTH AT BANGERTER TO 4500 WEST
EASEMENT No. 1
RIVERTON, SALT LAKE COUNTY, UTAH



JORDAN VALLEY AREA

SCALE: 1" = 400' SHEET 2 OF 2 PN 5631699 REF. REV.