

**WHEN RECORDED, RETURN TO:**

PARSONS BEHLE & LATIMER  
One Utah Center  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111  
Attention: Wendy Bowden Crowther

Ent 134682 Bk 318 Pg 1941  
Date: 16-APR-2015 10:36:09AM  
Fee: \$25.00 Credit Card  
Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: ROCKY MOUNTAIN POWER

Space above for County Recorder's Use

**PARTIAL ASSIGNMENT OF EASEMENT**

THIS PARTIAL ASSIGNMENT OF EASEMENT ("Assignment") is entered into effective as of the ~~27~~<sup>4th</sup> day of March, 2015, and is by and between Highlands Water Company, Inc., a Utah corporation ("**Highlands**"), and PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns ("**Rocky Mountain Power**").

**RECITALS:**

A. Under the Well Construction and Water Supply Easement Agreement ("**Easement**") dated July 31, 2007, and recorded in the Morgan County Recorder's Office on August 3, 2007, as Entry No. 108720, Book 251, beginning on Page 580, Soderby, LTD, a Utah limited liability company and D&D Concrete, Inc., a Utah corporation (together herein "**D&D**") granted to Highlands an easement upon and over certain real property they own located in Morgan County, Utah (the "**D&D Parcel**").

B. The Easement grants to Highlands a perpetual non-exclusive right-of-way easement over, across, and under the D&D parcel for access to and from and for the construction of wells including for the purpose of laying, maintaining, repairing, inspecting, protecting, removing and replacing, secondary water, and culinary water, and any such other improvements reasonably necessary for drilling the wells and installation of water delivery facilities, over, across and under the easement area.

C. Highlands has the authority to and has agreed to assign to Rocky Mountain Power certain of its rights under the Easement, as described on Exhibit A, attached hereto and incorporated herein (the "**Easement Parcel**"), for the purpose of laying an electrical power line across the D&D Parcel to provide electrical power to the well pump and related facilities, and Rocky Mountain Power has agreed to accept and assume such partial assignment with respect to electrical power service, distribution lines, and appurtenances.

D. Highlands and Rocky Mountain Power intend that Highlands will retain all remaining right, title and interest under the Easement and in and to the Easement Parcel, as set forth in the Easement, except those rights assigned to Rocky Mountain Power herein.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Highlands and Rocky Mountain Power agree as follows:

1. Assignment. Subject to the terms and conditions set forth in this Assignment, Highlands hereby assigns to Rocky Mountain Power the non-exclusive right in and to the Easement Parcel with respect to the construction, operation, maintenance, repair, replacement and upgrade of electrical service and distribution lines and all necessary or desirable accessories and appurtenances thereto on, across, or under the surface of the Easement Parcel which rights will include the nonexclusive right to: (a) keep and maintain the Easement Parcel clear of all hazards which might endanger Rocky Mountain Power's facilities or impede Rocky Mountain Power's use of the Easement; and (b) access the Easement from adjacent land of the servient estate holder. Rocky Mountain Power accepts and assumes such partial assignment of Highlands' right, title and interest in the Easement and the Easement Parcel with respect to the construction, operation, maintenance, repair, replacement and upgrade of electrical service and distribution lines together with all associated liabilities, obligations and responsibilities. Except as provided herein, Highlands hereby reserves all right, title and interest in and to the Easement and the Easement Parcel, as set forth in the Easement, except those rights assigned to Rocky Mountain Power herein. Highlands reserves the right to use the Easement Parcel in its discretion and to assign in whole or part its rights to other persons or entities so long as such persons or entities, including Highlands' uses, do not materially interfere with Rocky Mountain Power's facilities and rights hereunder.

2. Compliance. Subject to the provisions of paragraph 1, Rocky Mountain Power agrees to comply with all terms and conditions of the Easement and this Assignment and to not unreasonably interfere with the use of the Easement Parcel by Highlands.

3. Indemnity. Highlands will indemnify, defend and hold Rocky Mountain Power harmless from any and all claims arising from this Assignment and any and all claims arising from the installation of the power line, as may be raised by D&D in connection with its property rights under the Easement or relating to the Easement Parcel. This indemnity is limited to the above circumstances and does not cover claims that may arise from the installation of the power line that are unrelated to this Assignment or the Easement.

4. Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Assignment, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the parties.

5. No Waiver. No waiver of any breach of any of the provisions of this Assignment will be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this instrument.

6. Governing Law. This Assignment will be construed in accordance with and governed by the laws in the State of Utah.

7. Counterparts. This Assignment may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

8. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Assignment. **Each party further waives 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.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Highlands has executed this Assignment to be effective as of the date set forth above.

**HIGHLANDS:**

Highlands Water Company, Inc., a Utah corporation

By: Rodger Smith

Its: President

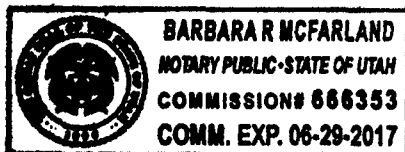
**Acknowledgement**

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2015, by Rodger Smith, the Highland President of Highlands Water Company, Inc., a Utah corporation.

Barbara R. McFarland  
NOTARY PUBLIC  
Residing at: St. County UT

My Commission Expires:



Signature Page

IN WITNESS WHEREOF, Rocky Mountain Power has executed this Assignment to be effective as of the date set forth above.

**ROCKY MOUNTAIN POWER:**

PACIFICORP, an Oregon corporation d/b/a Rocky Mountain Power

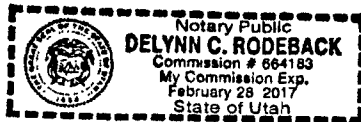
By: Harold Dudley

Its: Property Agent

**Acknowledgement**

STATE OF Utah )  
 : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2015, by Harold Dudley, the Property Agent of PACIFICORP, an Oregon corporation d/b/a Rocky Mountain Power.



Delynn C. Rodeback  
NOTARY PUBLIC  
Residing at: SALT LAKE CITY

My Commission Expires: 2/28/2017

Signature Page

**EXHIBIT A  
TO  
PARTIAL ASSIGNMENT OF EASEMENT**

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(Legal Description of Easement Parcel)

The real property referenced in the foregoing instrument is located in Morgan County, Utah and is more particularly described as:

BEGINNING at a point which is North 2021.74 feet and West 351.24 feet from the Southwest Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; thence North 00°00'28" East 717.29 feet; thence North 79°20'57" East 388.59 feet; thence North 00°00'28" East 359.43 feet; thence North 05°02'21" East 57.18 feet; thence North 00°05'57" East 184.20 feet; thence North 45°00'00" East 16.18 feet; thence North 00°00'28" East 14.21 feet to the Southerly right of way line of Old Highway SR-167; thence along said Southerly right of way South 82°41'59" West 41.74 feet; thence South 00°05'57" West 203.19 feet; thence South 05°02'21" West 57.21 feet; thence South 00°00'28" West 335.87 feet; thence South 79°20'57" West 388.59 feet; thence South 00°00'28" West 710.73 feet; North 87°18'43" West 443.93 feet; thence South 151.93 feet; thence East 80.00 feet; thence North 118.14 feet; thence South 87°18'43" East 393.87 feet to the terminus of the herein described easement.

Containing 74,986 Square feet or 1.72 acres.

(Note: The basis of bearing used was N00°00'28"E 5291.71 feet measured between a found brass cap monument at the Southwest Corner of Section 25 and a found 1" aluminum pipe at the Northwest Corner of Section 25 Township 5 North Range 1 East, Salt Lake Base and Meridian.)

Parcels.

03-005-040-01 / 00-0003-3875

03-005-040-02 / 00-0003-3884

03-005-048-04 / 00-0003-4197

03-005-048 / 00-0003-4163 (Parcels 1+2)

