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**Lisa Louder/Jon C. Pantke**  
**1407 W. North Temple #110**  
**Salt Lake City, UT. 84116**

**ENTRY NO. 00804535**

02/12/2007 04:33:47 PM B: 1847 P: 0279  
Easements PAGE 1 / 5  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
FEE \$ 18.00 BY PROPERTY MANAGEMENT/ROCKY MOUNTAIN POWER



CC#: 11416 WNO#: 2628490 RW#: \_\_\_\_\_

002628490

APN: \_\_\_\_\_

Space above for Recorder's Use Only

**POWER LINE EASEMENT**  
**KAMAS EAST PIAT "A"**

KAMAS HILLS LTD., a Utah limited partnership with its principal office located at 2178 East 1700 South, Salt Lake City, Utah 84108 ("**Grantor**") in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby grants and conveys to PACIFICORP, an Oregon corporation, with an office located at 1407 West North Temple, Salt Lake City, Utah 84140 ("**Grantee**"), a perpetual non-exclusive easement over, through and across that certain real property located in Summit County, State of Utah more particularly described in Exhibit "A", attached hereto and incorporated herein ("**Easement Property**"), to install and place an underground power line and related facilities (collectively, the "**Power Line**"), and thereafter maintain, operate, clean, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

SUBJECT TO: (i) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the easement area might show, (ii) 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 (iii) 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 Line shall be maintained and operated on the Easement Property.

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: (a) 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 any entity. (b) Grantee shall properly design, install, construct, maintain, and repair the Power Line located on the Easement Property. (c) The Power Line shall be located underground within a weatherproof conduit and


*of pvc and according to all Utah Power/Pacificorp specifications,*  
*CAN*  
*KH 5/18*

only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee, and the location of the Power Line shall be clearly marked above ground. (d) Grantee shall repair any portion of the Easement Property or Grantor's adjacent 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. (e) Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property. (f) 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 (1) 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 (2) any failure to abide by the terms of this document, including the failure to maintain the Power Line by Grantee and Grantee's Parties. (g) 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.

The easement granted herein shall be for the use and benefit of the Grantee and Grantee's Parties, and shall not be assigned in part nor any rights arising hereunder granted to any other party. Grantor retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which the easement is granted to Grantee. 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 26 day of April, 2006.

KAMAS HILLS, LTD., a Utah limited partnership

By:  for Kamas Hills Ltd.  
Name (Print): Clark Nielsen  
Its: Managing Partner

STATE OF UTAH

:ss

COUNTY OF SALT LAKE )

On this 20<sup>th</sup> day of April, 2006, personally appeared before me Clark Nielsen, personally known to me to be the Managing Partner of Kamas Hills Ltd., a Utah limited partnership, who acknowledged to me that he signed the foregoing instrument as Managing Partner for said limited partnership and the said Clark Nielsen acknowledged to me that the said Corporation executed the same.



Kaila Johnson  
Notary Public for Utah

Exhibit "A"

(Easement Property)

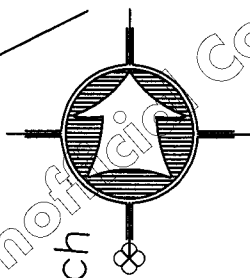
Lying within the Southwest Quarter of Section 3, Township 2 South, Range 6 East, Salt Lake Base and Meridian, lying approximately 5.00 feet on each side of the following described centerline:

Commencing at a point which lies 1544.16 feet South 89°42'09" East along the South line of said Section to a point on the South line of said Section and 1564.71 feet North 00°00'00" East to the Point of Beginning and running thence: North 86°16'07" East 24.52 feet to a point on the Marion Church Camp property boundary which point is also the point of ending of said centerline. Contains 0.01 acres, more or less.

892079/01

**Property Description**

Section: 3 Township: 2 S, Range: 6 E  
Salt Lake Base & Meridian  
Summit County, Utah  
Parcel Number: KAMAS EAST PLAT "A"



COST CENTER: 11416 PARK CITY DISTRICT

WORK ORDER No: #002628490

NAME: KAMAS HILLS LTD.

DRAWN BY: JON PANTKE

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

**EXHIBIT B**

**PACIFICORP**

NOT TO SCALE

SHEET 1 OF 1

ROW#