



WHEN RECORDED, RETURN TO:  
PacificCorp  
Attn: Lisa Louder / bknotes  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
UTUT-0155, UTUT-0156  
File No. 48413, 48414, 48364

ENT 86039:2010 PG 1 of 10  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Oct 07 9:59 am FEE 34.00 BY SW  
RECORDED FOR LEI CONSULTING ENGINEERS

Tax ID No.: 27-005-0012  
Tax ID No.: 27-005-0014

## ACCESS EASEMENT AGREEMENT

This Non-Exclusive Easement Agreement ("Easement") is made this 23 day of September, 2010, by and between PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company ("RMP"), whose principal office is located at 1407 West North Temple, Salt Lake City, Utah 84116, and Legacy Farms at Spanish Fork, L.L.C., its successors in interest and assigns, whose principal address is 840 North 200 East Spanish Fork, Utah 84660 ("LEGACY FARMS").

### RECITALS

A. RMP owns those certain parcels of property ("RMP's Properties") located in Utah County and more particularly described in **Exhibit "A"** and further graphically depicted in Exhibit "B", attached hereto and by this reference made a part hereof, which land is utilized by RMP for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, other similar or related uses and/or other uses at RMP's sole discretion.

B. LEGACY FARMS desires to install, construct, operate, and maintain a roadway & trail, along with associated utilities, in and/or under RMP's Property.

C. RMP agrees to grant and convey an easement to LEGACY FARMS for the roadway, trail and utilities subject to and in accordance with the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, RMP hereby conveys an easement and right of way to LEGACY FARMS under the following terms and conditions:

1. **Grant of Easement.** RMP hereby conveys a non-exclusive, perpetual easement (the "Easement") to LEGACY FARMS for the purpose of installing, constructing, operating, and maintaining one (1) roadway and portions of a public trail and related utilities (the "Roadway"), over and through RMP's Property within the following area ("Easement Area") as more particularly described as follows:

2.

Beginning at a point located N0°16'11"W along the Section line 34.07 feet and West 136.39 feet from the East 1/4 Corner of Section 17, T8S, R3E, S.L.B & M.; thence S71°31'04"E 175.09 feet; thence S28°14'00"E 272.28 feet; thence S61°46'00"W 120.04 feet; thence N28°14'00"W 399.74 feet to the point of beginning.

Contains approximately 40,335+/- square feet, or 0.93+/- acres.

**Exhibit "B"** attached hereto and by this reference incorporated herein further provides a graphical representation of the Easement Area.

This easement and right-of-way is granted to LEGACY FARMS, its successors and assigns and their authorized agents, for the benefit of that certain real property located in Utah County, State of Utah, and more particularly described in **Exhibit "C"** attached hereto.

146. LEGACY FARMS, its successors and assigns, will not make or allow to be made any use of the Easement herein granted that is inconsistent with, or interferes in any manner with RMP's operation, maintenance or repair of RMP's existing installations or additional facilities or improvements constructed prior to, or after, the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

146. LEGACY FARMS has examined the Easement Area and accepts it in its present condition, AS IS, WHERE IS and WITH ANY AND ALL FAULTS. RMP makes no representations or warranties as to the present or future condition of the Easement Area or use of the Easement Area for roadway purposes and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or RMP's facilities or structures to accommodate LEGACY FARMS's use conveyed hereunder. Without limiting the generality of the foregoing, RMP hereby disclaims (and LEGACY FARMS hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the Easement Area, the condition of title in and to the Easement Area, any adverse environmental conditions in, on, under, or around the Easement Area, and any warranty of fitness of the Easement Area for a particular purpose.

146. Curb and gutter that is constructed on, along, or within the Easement Area shall contain a 30-foot curb cut on both sides of the roadway located at a place designated by RMP or as shown on Exhibit "A," which curb cut will permit passage of RMP's equipment used for repair and maintenance of RMP's substation and electric transmission lines. Any work performed on Grantee's facilities on the Property by Grantee shall be at Grantee's sole cost and expense. Roadway construction shall be sufficient to support Department of Transportation weight loads for trucks and equipment, as set forth in 23 U.S.C. 127 and 23 CFR 658; i.e. single axles up to 20,000 pounds, and axles closer than 96 inches apart (tandem axles) up to 34,000 pounds; with gross vehicle weight up to 80,000 pounds. Additionally, roadway construction shall be sufficient to support greater than the weight noted above up to 37,000 pounds on tandem axles. All improvements of any kind constructed within the Easement Area shall meet or exceed any and all minimum building and/or construction standards set forth in any and all applicable federal, state, and local laws, rules, acts, regulations and ordinances.

5. LEGACY FARMS, its successors and assigns, will not use or permit to be used on

said Easement any construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Clearance Standards. LEGACY FARMS will not store materials within the Easement Area. LEGACY FARMS will not excavate within 50 feet of RMP's transmission structures. The storage of flammable and hazardous materials or refueling of vehicles/equipment is prohibited within the Easement Area. At no time shall LEGACY FARMS place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering RMP's facilities, or that may pose a risk to human safety. LEGACY FARMS's use of the Easement Area shall comply with OSHA UTAH High Voltage Act Safety Clearance Standards, UDOT or local roadway requirements, and all other applicable federal, state and local laws, rules, regulations, guidelines and ordinances.

6. LEGACY FARMS shall not place or allow to be placed any trees or other vegetation within the Easement Area which may exceed twelve (12) feet in height at maturity. LEGACY FARMS shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

7. RMP shall have the right, at any time and from time to time to use the Easement Area for any and all purposes, including without limitation, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon. Without limiting the generality of the foregoing, RMP, at any time without the need for any approval or consent from LEGACY FARMS, shall have the right to grant additional easements, licenses or rights-of-way within the Easement Area to other persons or parties. In addition, LEGACY FARMS shall maintain the roadway and Easement Area (and all improvement thereon), at all times (and at LEGACY FARMS's expense) in a good and clean condition (including, without limitation, replacement as needed). RMP shall have no obligation to maintain the Easement Area or to keep the same in passable condition for the benefit of LEGACY FARMS. Any work performed on said Easement Area by LEGACY FARMS shall be at LEGACY FARMS's sole cost and expense. In the event that LEGACY FARMS does not maintain the Easement Area in a good and clean condition (in RMP's reasonable judgment), then RMP may maintain and/or repair same at LEGACY FARMS's expense.

8. LEGACY FARMS, its successors and assigns, shall use the Easement Area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against RMP, its officers, directors, employees, subsidiaries and affiliates, arising out of LEGACY FARMS' use of or activities on or around the Easement Area, except in the case of RMP's willful misconduct or breach of this Agreement. In addition, except in the case of RMP's willful misconduct or breach of this Agreement, LEGACY FARMS shall protect, defend, indemnify and hold harmless RMP, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of LEGACY FARMS's use of, entry onto, or LEGACY FARMS's activities on or around RMP's Property. For purposes of this Section 8, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited,

9. Prior to making or constructing any improvements to the Easement Area of any kind, LEGACY FARMS shall submit detailed plans and specifications of LEGACY FARMS's intended improvements to RMP at least sixty (60) days in advance. RMP reserves the right to deny or require modifications to such plans to ensure the improvements will not impair RMP's facilities or uses of its property and to ensure that such improvements are in conformance with RMP's standards. LEGACY FARMS shall not alter or change the approved alignment of the Easement Area or the grade elevation without written approval from RMP. Any improvements made to the Easement Area and/or access road shall be first approved by RMP and shall comply with the National Electric Safety Code, RMP's minimum electrical clearance standards and any other condition deemed necessary by RMP. LEGACY FARMS may not make any material modifications to the plans or improvements without prior written approval by RMP.

10. Any damage to any land of RMP caused by LEGACY FARMS shall, within a reasonable period of time (and as promptly as possible), be repaired to its pre-construction condition and to RMP's satisfaction. If LEGACY FARMS fails to do so within a reasonable amount of time, RMP may perform the restoration work at LEGACY FARMS's expense.

11. LEGACY FARMS shall conduct its activities under this Easement in compliance with all applicable federal, state, and local laws, regulations, agency guidance documents, and terms of any permits applicable or necessary to the use of this Easement or the rights and responsibilities conveyed hereby, including but not limited to written approval from the Army Corps of Engineers and/or obtaining permits pursuant to Section 404 of the Environmental Protection Agency Clean Water Act.

12. LEGACY FARMS shall pay all taxes and assessments of any kind which shall be levied against the Easement Area by reason of LEGACY FARMS's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement Area free from any liens that may attach thereto by reason of LEGACY FARMS's use or occupancy thereof.

13. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of RMP's Property to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner of RMP's Property whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If RMP transfers RMP's Property, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of RMP contained in this Agreement.

14. This easement and any or all associated rights, restrictions, and provisions conveyed herein, shall survive a transfer or assignment to another entity, including but not limited to a city, municipality, or other government agency. In the event that such a transfer or assignment is enacted by way of a subdivision plat or other instrument, all of the restrictive covenants and conditions incorporated herein shall be clearly noted on such plat or other instrument and made a part thereof.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the RMP has caused its corporate name to be hereunto affixed by its duly authorized officer this 6<sup>th</sup> day of October, 2010.

RMP:

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



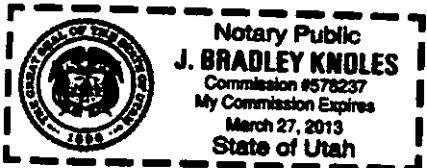
By:

Vice President

Its:

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

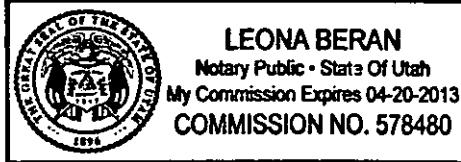
On the 6<sup>th</sup> day of October, 2010, personally appeared before me Douglas Bennion, who being duly sworn did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.



STATE OF UTAH )  
:ss

COUNTY OF UTAH )

On the 23 day of September, 2010, personally appeared before me Diane F. Hutchings, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Legacy Farms at Spanish Fork LLC and that the within and foregoing instrument was signed by authority of said corporation and said Manager duly acknowledged to me that said corporation executed the same.




Notary Public



Notary Public

## Exhibit A

**Legal Description of RMP's Properties as Recorded in Book 1687 Page 588 and Book 1683 Pages 802-805, Utah County Recorder's Office**

## **Exhibit A Continued**

RMP Property-Book 1687 Page 588:

Said tract of land situate in the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 17, Township 8 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning at the Northwest corner of the  
Grantors' land at a point 660 feet North  
and 1190 feet West from the Northeast corner  
of the South  $\frac{1}{4}$  of the Northeast quarter of  
Section 17, T. 8 S., R. 3 E., S.L.M., and  
running thence East 530 feet, thence South  
660 feet, thence West 30 feet, thence S.  
 $28^{\circ}14' E.$  1471 feet to the East boundary  
line of said Grantor's land, thence South  
256 feet along said East boundary line,  
thence N.  $28^{\circ}14' W.$  2155 feet and N.  $53^{\circ}08' W.$   
310.7 feet to the West boundary line of said  
Grantor's land, thence Northeasterly 145.4 feet  
to the point of beginning; containing 10.20 acres.

JT-15

JBK / UTUT-0155

Legacy Farms Spanish Fork, UT Roadway Easement-North

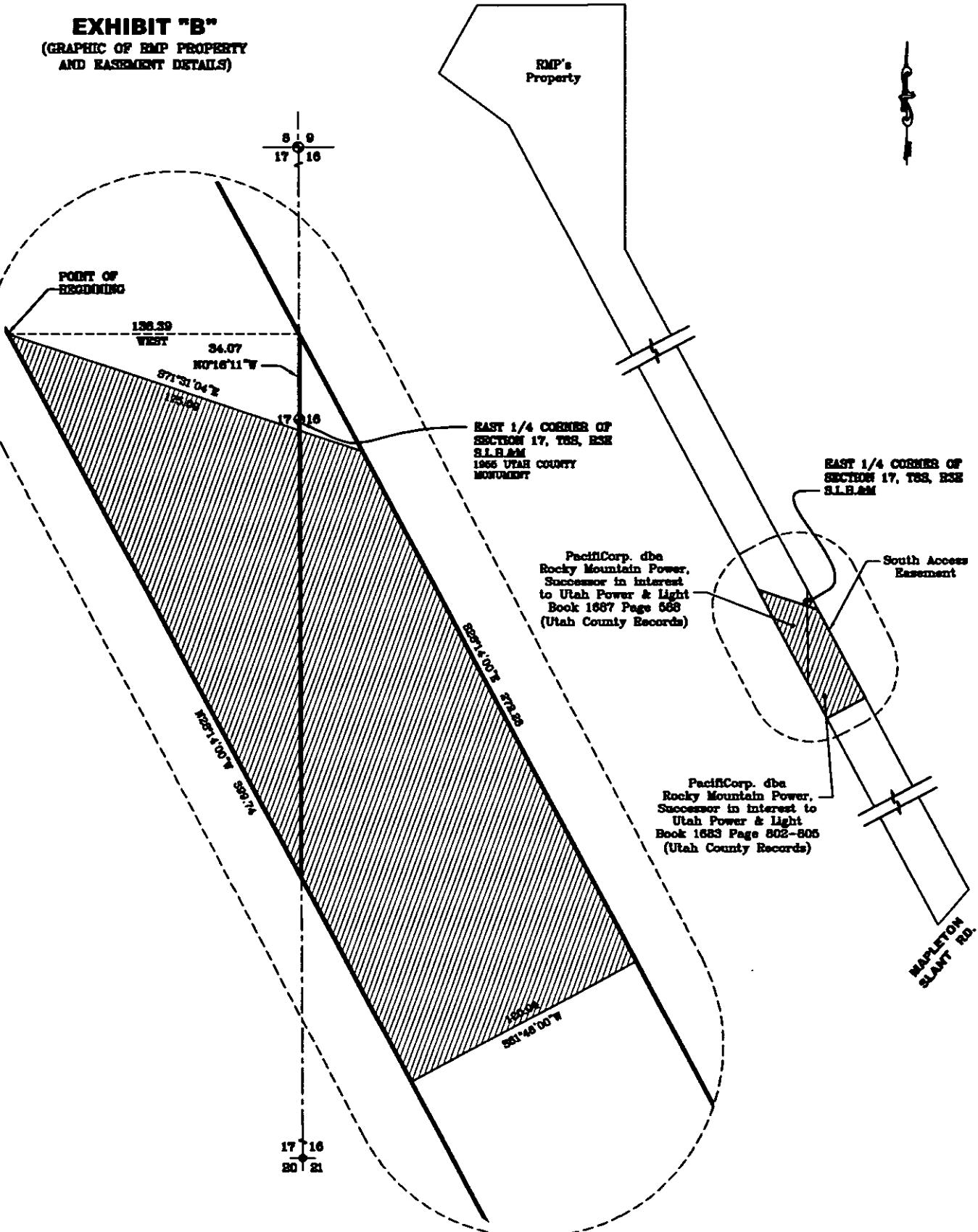
## Exhibit A Continued

**RMP Property-Book 1687 Page 802-805:**

Said tract of land situate in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 16, Township 8 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning at the West boundary line of the Grantors' land at a point 45 feet North, more or less, from the West one quarter corner of Section 16, T. 8 S., R. 3 E., S.L.M., and running thence South 257 feet, more or less, along said West boundary line, thence S.  $28^{\circ}14'$  E. 1420 feet, more or less, to the Southeasterly boundary line of said Grantors' land, thence N.  $45^{\circ}00'$  E. 125 feet, more or less, along said Southeasterly boundary line, thence N.  $28^{\circ}14'$  W. 1620 feet, more or less, to the point of beginning; containing 4.19 acres, more or less.

**EXHIBIT "B"**  
(GRAPHIC OF RMP PROPERTY  
AND EASEMENT DETAILS)



**Exhibit "C"**  
**(Description of Legacy Farms' Benefitted Property)**

**PARCEL "A"**

A portion of Sections 16 & 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'09"W along the Section line 16.50 feet from the Southeast Corner of Section 17, T8S, R3E, S.L.B & M.; thence S89°22'52"W 660.05 feet; thence 0°18'48"E 16.50 feet; thence S89°22'52"W 403.35 feet; thence North 172.68 feet; thence N0°12'49"W 609.39 feet; thence N0°27'08"W 54.00 feet; thence N0°10'43"W 198.00 feet; thence East 260.02 feet; thence North 165.00 feet; thence East 106.00 feet; thence North 145.92 feet; thence N89°42'00"E 298.35 feet; thence N0°16'09"W 660.46 feet; thence N89°43'13"W 146.92 feet; thence S89°35'00"W 251.07 feet; thence S89°56'10"W 537.89 feet; thence S89°01'56"W 186.02 feet; thence N89°21'24"W 132.51 feet; thence S15°27'59"W 11.66 feet; thence S89°33'12"W 66.23 feet; thence S0°21'26"E 658.13 feet; thence S89°25'53"W 671.10 feet; thence N0°44'45"W 659.57 feet; thence N89°33'12"E 16.38 feet; thence N6°49'30"E 390.74 feet; thence N83°10'27"W 447.95 feet to the easterly right-of-way line of the Union Pacific Railroad; thence along said right-of-way the following 2 (two) courses: N38°35'40"E 1,727.13 feet; thence along the arc of a 5,850 foot radius curve to the left 101.90 feet through a central angle of 0°59'53" (chord: N38°05'43"E 101.90 feet); thence S61°47'28"E 344.15 feet; thence N0°21'26"W 589.91 feet to said southerly railroad right-of-way line; thence Northeasterly along the arc of a 5,850 foot radius non-tangent curve (radius bears: N57°30'58"W) 239.48 feet through a central angle of 2°20'44" (chord: N31°18'40"E 239.46 feet); thence S53°08'00"E 239.24 feet; thence S28°14'00"E 3,567.46 feet; thence S44°56'59"W 573.60 feet; thence S52°42'54"W 52.08 feet; thence S0°30'00"E 21.47 feet; thence S76°35'00"E 16.24 feet; thence S40°00'00"W 169.62 feet; thence S8°00'00"W 564.30 feet; thence West 38.67 feet to the East line of said Section 17; thence S0°16'09"E along the Section line 23.83 feet to the point of beginning.

**PARCEL "B"**

A portion of Sections 16 & 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'11"W along the Section line 33.82 feet from the West 1/4 Corner of Section 16, T8S, R3E, S.L.B & M.; thence N28°14'00"W 1,478.10 feet; thence N89°34'15"E 693.11 feet; thence S0°16'11"E along the Section line 370.88 feet; thence East 134.54 feet; thence South 35.54 feet; thence along the arc of a 275.00 foot radius curve to the left 34.34 feet through a central angle of 7°09'19" (chord: S3°34'40"E 34.32 feet); thence East 199.32 feet; thence S28°09'43"E 351.00 feet; thence N61°50'17"E 210.00 feet; thence S28°09'43"E 33.38 feet; thence N61°50'17"E 229.89 feet to the westerly right-of-way line of the Union Pacific Railroad; thence S28°09'35"E along said right-of-way line 1,440.64 feet; thence S39°03'52"W 117.40 feet; thence S44°08'55"W 1,082.19 feet; thence N28°14'00"W 1,591.65 feet to the point of beginning.

**PARCEL "C"**

A portion of Sections 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'09"W along the Section line 1,321.71 feet and East 885.01 feet from the Southwest Corner of Section 16, T8S, R3E, S.L.B & M.; thence N40°04'51"E 502.86 feet; thence N44°06'51"E 561.81 feet to the westerly right-of-way line of the Union Pacific Railroad; thence S28°09'35"E along said right-of-way line 886.11 feet; thence S89°38'51"W 693.05 feet; thence S0°07'51"E 0.39 feet; thence S89°34'18"W 298.89 feet; thence N89°59'56"W 141.11 feet to the point of beginning.