

REV051315
Recording requested by and
when recorded return to:
Rocky Mountain Power
c/o Lisa Louder */make nulls*
1407 West North Temple, Suite # _____
Salt Lake City, UT 84116

CC#: _____ WO#: 6556017 RW#: _____

12921845
01/22/2019 12:16 PM \$18.00
Book - 10747 Ps - 1280-1284
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DKA, DEPUTY - WI 5 P.

APN: **08342780120000**

Space above for Recorder's Use Only

**UNDERGROUND POWER LINE EASEMENT
ACROSS CPB PROPERTY
CPB Property No. 5065992**

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple, 12th Floor, Salt Lake City, Utah 84150 ("**Grantor**") for good and valuable consideration, hereby grants and conveys to Rocky Mountain Power, an unincorporated division of PacifiCorp, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 ("**Grantee**"), a non-exclusive easement on, under, through and across that certain real property located in Salt Lake County, State of Utah more particularly described in Exhibits A&B hereto and incorporated herein ("**Easement Property**"), to install and place an underground power line and related facilities (collectively, the "**Power Facilities**"), and thereafter maintain, operate, clean, 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 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: (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 Facilities 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:

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 any entity.

2. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property to the National Electrical Safety Code.

3. 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.

4. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property.

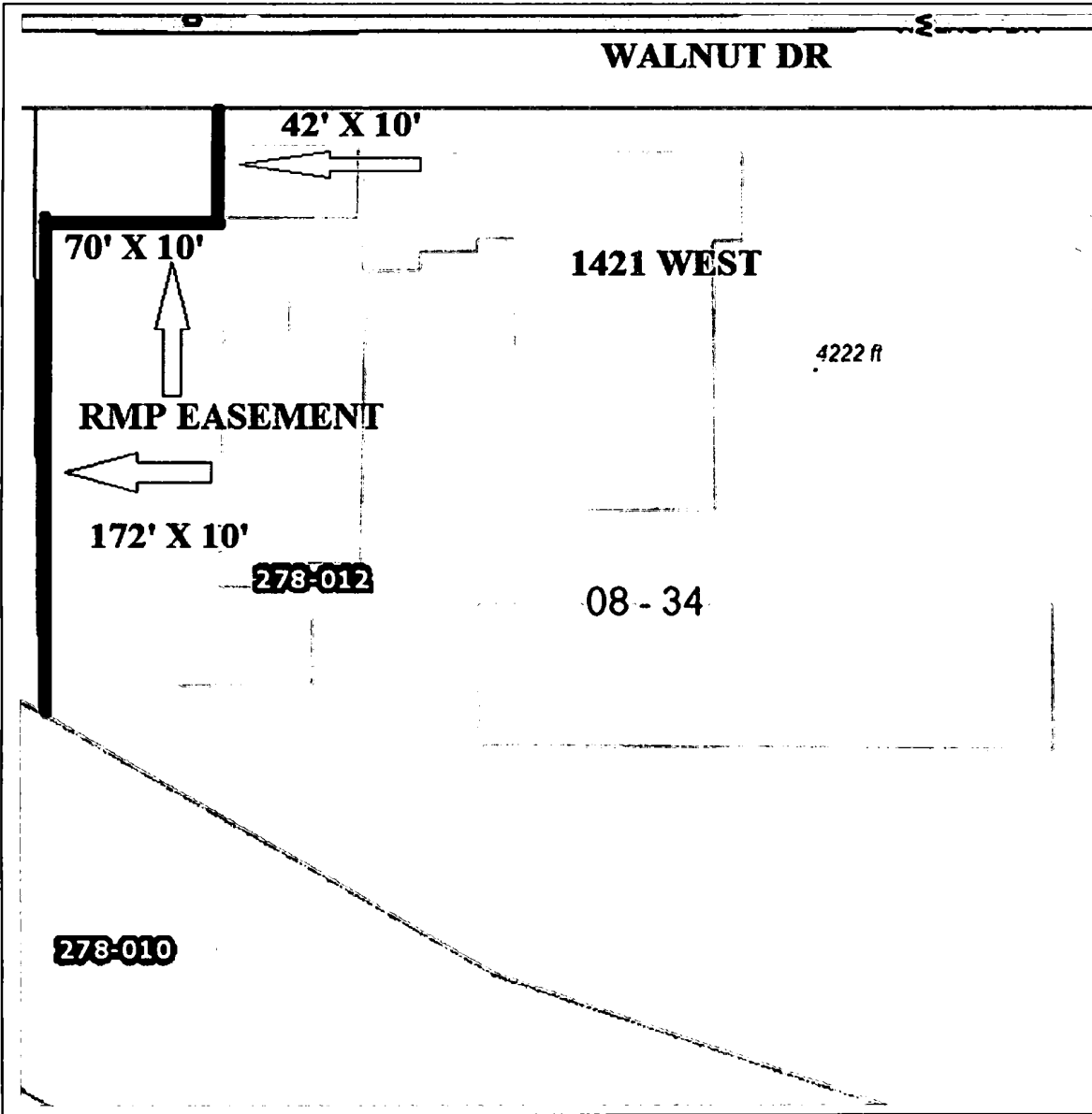
5. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by 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.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities upon mutual agreement of Grantee, which agreement shall not be unreasonably withheld. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and the parties agree to execute an amended and restated Power Facilities Easement containing the same terms as set forth herein that will supplement this easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs associated with the relocation of the Power Facilities. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with Grantee's permitted use of the Easement Property. Without limiting the foregoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and egress from the CPB Property through the Easement Property; (2) for the placement and maintenance of 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.

Property Description

Quarter: E 1/2_ Quarter: NE 1/4_ Section: 34__
Township 1N_, Range 1W_, SALT LAKE Meridian,
County: SALT LAKE_ State: UTAH_____
Parcel Number: 08342780120000_____



CC#: 11441 WO#: 6556017
Landowner Name: CORP OF PB CH JC
OF LDS
Drawn by: MIKE MILLS

EXHIBIT A

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.



SCALE: NTS

EXHIBIT "B"

(Easement Property)

Legal Description: BEG S 2352.33 FT & W 256.12 FT FR THE NE COR SEC 34, T 1N, R1W, S L M ; S TO JORDAN RIVER; SW'LY 30 FT M OR L ALG SD RIVER; N 72° W 316 FT; N 60°30' W 191.9 FT; N 0°23'40" W 214.17 FT; E 480.02 FT TO BEG 3.60 AC