

Recording requested by and  
when recorded return to:

Rocky Mountain Power  
c/o L. Louder/S. Graff  
1407 W North Temple, Suite #110  
Salt Lake City, UT 84116

E 2821349 B 6093 P 322-326  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/02/2014 01:16 PM  
FEE \$19.00 Pgs: 5  
DEP RT REC'D FOR ROCKY MOUNTAIN PO  
WER

CC#: 11456 WO#: 5858485

APN: 09-076-0051 & 09-077-0187

*Space above for Recorder's Use Only*

**UNDERGROUND POWER LINE EASEMENT  
ACROSS CPB PROPERTY  
CPB Property No. 519-5462**

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, 12<sup>th</sup> Floor, Salt Lake City, Utah 84150 ("**Grantor**") for good and valuable consideration, 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, through and across that certain real property located in **Davis** 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 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.

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. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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 agreement. 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.

IN TESTIMONY WHEREOF, Grantor has caused this Power Line Easement to be executed as of the 22 day of AUGUST, 2014.



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

By: Terry F. Rudd  
Name (Print) TERRY F. RUDD  
Its: Authorized Agent

STATE OF UTAH                    )  
   ):SS  
COUNTY OF SALT LAKE        )

On this 22 day of AUGUST, 2014, personally appeared before me                       
TERRY F. RUDD, personally known to me to be the Authorized Agent of the 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 TERRY F. RUDD acknowledged to me that the said Corporation  
executed the same.



[Signature]  
Notary Public for Utah

Commission expires: 06 SEPT 2016

## EXHIBIT "A"

(Easement Property)

Tax Parcel No. 09-076-0051:

Beginning at the southwest corner of Grantor's land at a point on the east right of way line of U.S. Highway 89, said point being South  $89^{\circ}27'12''$  East along the quarter section line 207.71 feet from the West Quarter Corner of Section 12, Township 4 North, Range 1 West, Salt Lake Base & Meridian; and running thence North  $01^{\circ}26'20''$  East along said highway right of way line 52.93 feet to the northwest corner of Grantor's land; thence South  $89^{\circ}27'12''$  East along Grantor's north property boundary 30.0 feet; thence South  $01^{\circ}26'20''$  West 10.0 feet; thence North  $89^{\circ}27'12''$  West 20.0 feet; thence South  $01^{\circ}26'20''$  West 42.93 feet, more or less, to Grantor's south boundary line; thence North  $89^{\circ}27'12''$  West along Grantor's south boundary line 10.0 feet, more or less, to the point of beginning. Contains 729 square feet, more or less.

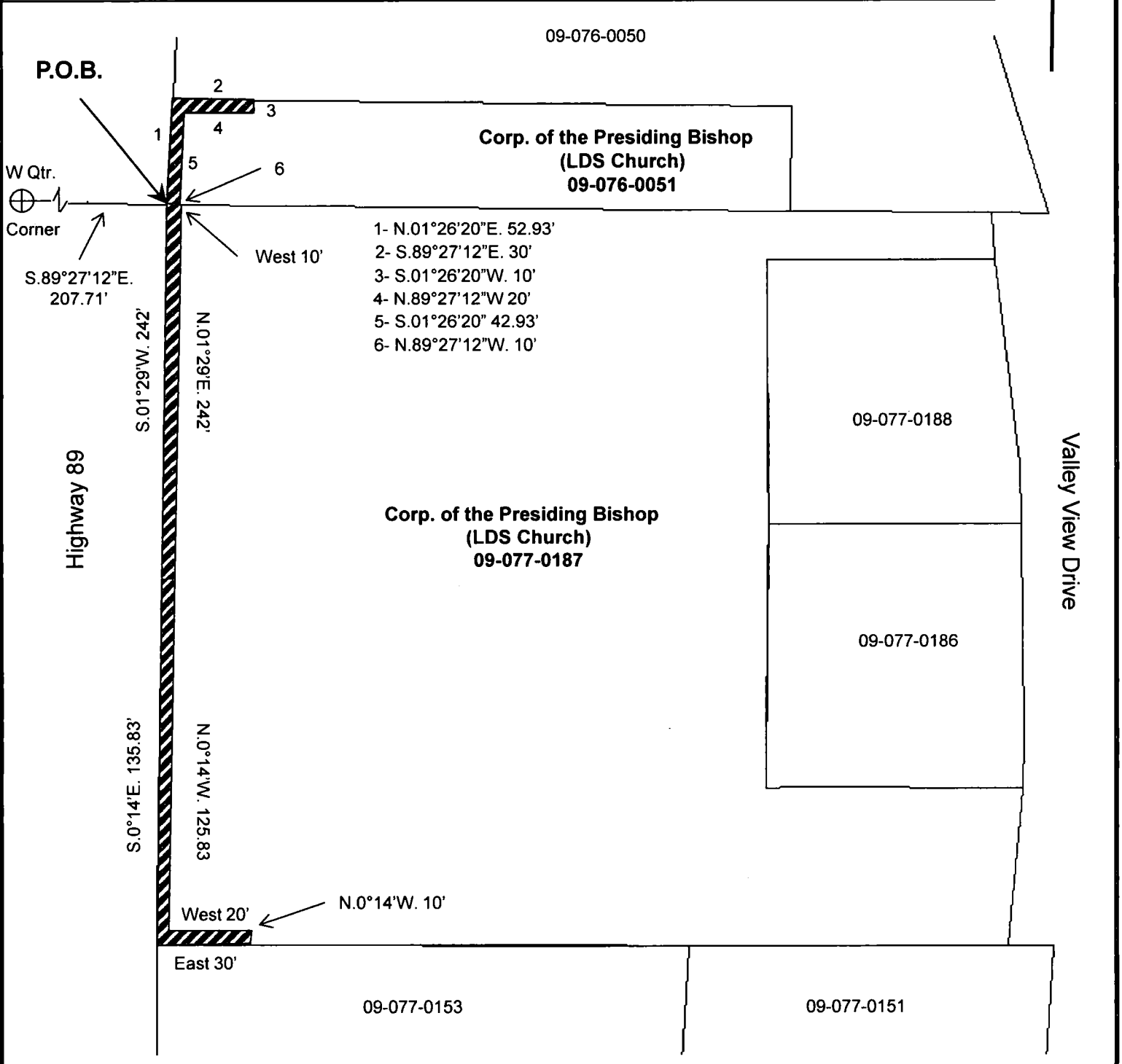
Tax Parcel No. 09-077-0187:

Beginning at the northwest corner of Grantor's land at a point on the east right of way line of U.S. Highway 89, said point being South  $89^{\circ}27'12''$  East along the quarter section line 207.71 feet from the West Quarter Corner of Section 12, Township 4 North, Range 1 West, Salt Lake Base & Meridian; and running thence along said highway right of way line the following two courses: South  $01^{\circ}29'$  West 242.0 feet and South  $0^{\circ}14'$  East 135.83 feet to the southwest corner of Grantor's land; thence East along Grantor's south boundary line 30.0 feet; thence North  $0^{\circ}14'$  West 10.0 feet; thence West 20.0 feet; thence the following two courses: North  $0^{\circ}14'$  West 125.83 feet and North  $01^{\circ}29'$  East 242.0 feet, more or less, to Grantor's north boundary line; thence West 10.0 feet, more or less, to the point of beginning. Contains 3,978 square feet, more or less.

# Property Description

2821349  
BK 6093 PG 326

Quarter: NW<sub>4</sub>SW<sub>4</sub> & SW<sub>4</sub>NW<sub>4</sub>, Section: 12 Township 4N, Range 1W, Salt Lake Meridian  
County: Davis State: Utah  
Parcel Number: 09-076-0051 & 09-077-0187



CC#: 11456  
WO#: 5858485  
NAME: LDS Church / UDOT Hwy 89 Proj.  
DRAWN BY: SHG

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.



**EXHIBIT A** Metro Operations

SCALE: No Scale SHEET 1 OF 1 ROW #: