

REV101512

Return to:
Rocky Mountain Power
Mark Steele
70 N 200 E
American Fork, UT 84003

Project Name: America First
Tract No.:
WO#: 05867826
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, American First Federal Credit Union ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 330.55' feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Utah County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" & "B" attached hereto and by this reference made a part hereof:

ACCOMMODATION

Assessor Parcel No. 66:170:0005

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, 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.

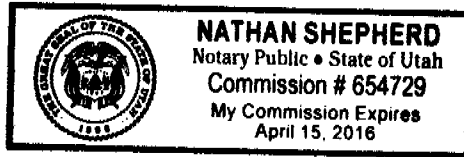
Dated this 25th day of April, 2014.

[Signature]
GRANTOR

GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
County of WEBER) ss.)



On this 25th day of APRIL, 2014, before me, the undersigned Notary Public in and for said State, personally appeared JIL MORBY (name), known or identified to me to be the SVP of Operations (president best vice-president of operations) secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
(notary signature)

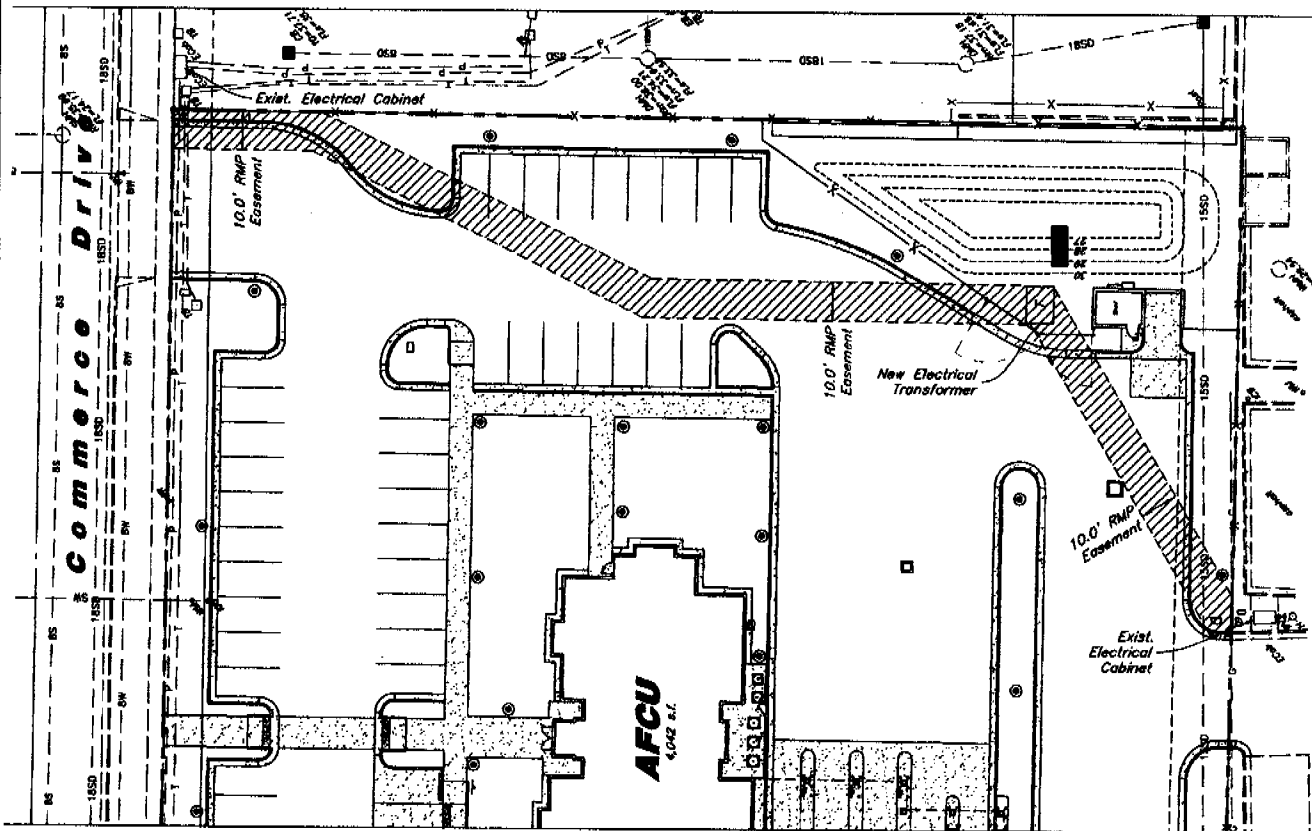
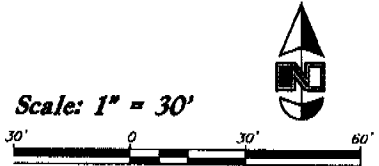
NOTARY PUBLIC FOR UTAH (state)
Residing at: WEBER COUNTY, UT (city, state)
My Commission Expires: 04/15/2016 (d/m/y)

Property Description

Quarter: NE Section: 14 Township: 5 S, Range: 1 W, Salt Lake Base & Meridian

County: Utah State: Utah

Parcel Number: 66:170:0005



CC#: 11421 WO#: 05867826

Owner : America First Federal Credit Union

Drawn by: Mark Steele

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



SCALE: NTS

Description

10.0 ft. wide Rocky Mountain Power Easement

A 10.0 foot wide power facilities easement being 5.0 feet each side of the following described centerline:

A part of Lot 5, Saratoga Town Center Subdivision located within the Northeast Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, Saratoga Springs City, Utah County, Utah:

Beginning at a point 5.00 feet South 0°33'43" West from the Northwest Corner of said Lot 5 on the East Line of Commerce Drive as it exists at 34.00 foot half-width; said point is located 1042.00 feet North 89°51'52" East along the Section Line; and 1051.71 feet South 0°33'43" West from the North Quarter Corner of said Section 14; and running thence South 89°26'17" East 37.54 feet; thence South 64°01'35" East 95.65 feet; thence South 89°26'17" East 102.00 feet; thence South 30°25'00" East 92.58 feet; thence South 89°26'17" East 2.78 feet to the Lot Line and the endpoint of this easement centerline.

CC#: 11421

WO#: 05867826

Name: American First Federal Credit Union

SCALE: NTS

SHEET 1 OF 1

EXHIBIT B

