

ENT 11276:2010 PG 1 of 6  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Feb 09 8:40 am FEE 20.00 BY CS  
RECORDED FOR ROCKY MOUNTAIN POWER

Recording requested by and  
when recorded return to:

Rocky Mountain Power  
c/o Lisa Louder  
1407 West North Temple, Suite #110  
Salt Lake City, UT 84116

CC#: NA WO#: 10036491 RW#: 20080292  
APN: 58:038:0025

*Space above for Recorder's Use Only*

**UNDERGROUND POWER LINE EASEMENT  
ACROSS CPB PROPERTY  
CPB Property No. \_\_\_\_\_**

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 under, through and across that certain real property located in Utah County, State of Utah more particularly described in Exhibit A attached hereto and incorporated herein (the “**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 (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the Easement Property might show, (2) 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 (3) 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 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 to 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 Grantee’s Parties.

2. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property in accordance with the provisions of 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 shall 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, losses, 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 or 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 Utah County.

7. The location of any Power Facilities situated on or attached to the ground shall be approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall align, place and install any such Power Facilities in a manner that will reasonably minimize any detrimental effect on the use, enjoyment and development of Grantor’s Property by Grantor. Grantee shall provide Grantor with plans and specifications showing the proposed location of the Power Facilities a reasonable period of time in advance. The plans submitted to Grantor shall incorporate, to the extent known at the time the plans and specifications are submitted to Grantor, the placement of any roads, landscaping, fences, signs, and other improvements within the Easement Property. The parties will use good faith efforts to mutually agree upon the location and placement of any Power Facilities on the Easement Property. Notwithstanding the foregoing, if Grantor requests that Grantee deviate from the plans showing the locations of the Power Facilities provided to Grantor, such alternative location must be within the same proposed alignment and must allow Grantee to construct such Power Facilities in accordance with all applicable codes and constructability standards.

8. Grantee shall reimburse Grantor for any direct costs and expenses reasonably incurred by Grantor to modify Grantor’s existing irrigation pivot. Grantor shall notify Grantee of

such expenses within sixty (60) days after substantial completion of the Power Facilities and the commencement of operations of the Power Facilities; provided, however, that if the Power Facilities are completed and operations are commenced during the winter season, such sixty (60) day period shall begin to run when weather conditions reasonably permit the commencement of work on such irrigation pivot. Grantee shall pay Grantor within sixty (60) days after receipt of such notification.

9. Grantee shall remove all existing transmission lines, poles, support structures and other related facilities from Grantor's Property, and restore the surface of Grantor's Property to the same or better condition that it was in prior to such work. Such removal and restoration work shall be performed by Grantee within a reasonable period of time following completion of the Power Facilities and the commencement of operations of the Power Facilities, but in no event later than one (1) year following completion of the Power Facilities and the commencement of operations of the Power Facilities (delay which is outside of Grantee's control excepted) It shall be Grantee's sole responsibility to terminate all existing joint use agreements in order to permit the relocation of such existing transmission facilities within such one (1) year period.

GRANTOR EXPRESSLY RESERVES the right to relocate the Power Facilities to a new location within Grantor's Property with Grantee's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Grantor elects to relocate 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 shall 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 Grantor's 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, and (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 Grantee and Grantee's Parties, and shall not be assigned in whole or in part (nor shall any rights arising hereunder be assigned or granted in whole or in part) to any other party, except to a corporate successor 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 Underground Power Line Easement to be executed as of the 2<sup>nd</sup> day of February, 2010

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

By: W. Kent Money  
Name (Print) W. Kent Money  
Its: Authorized Agent 06  
KB

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 2<sup>nd</sup> day of February, 2010, personally appeared before me W. Kent Money, 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 W. Kent Money acknowledged to me that the said Corporation executed the same.



Jennifer Turton  
NOTARY PUBLIC

S  
E  
A  
L

**EXHIBIT A**

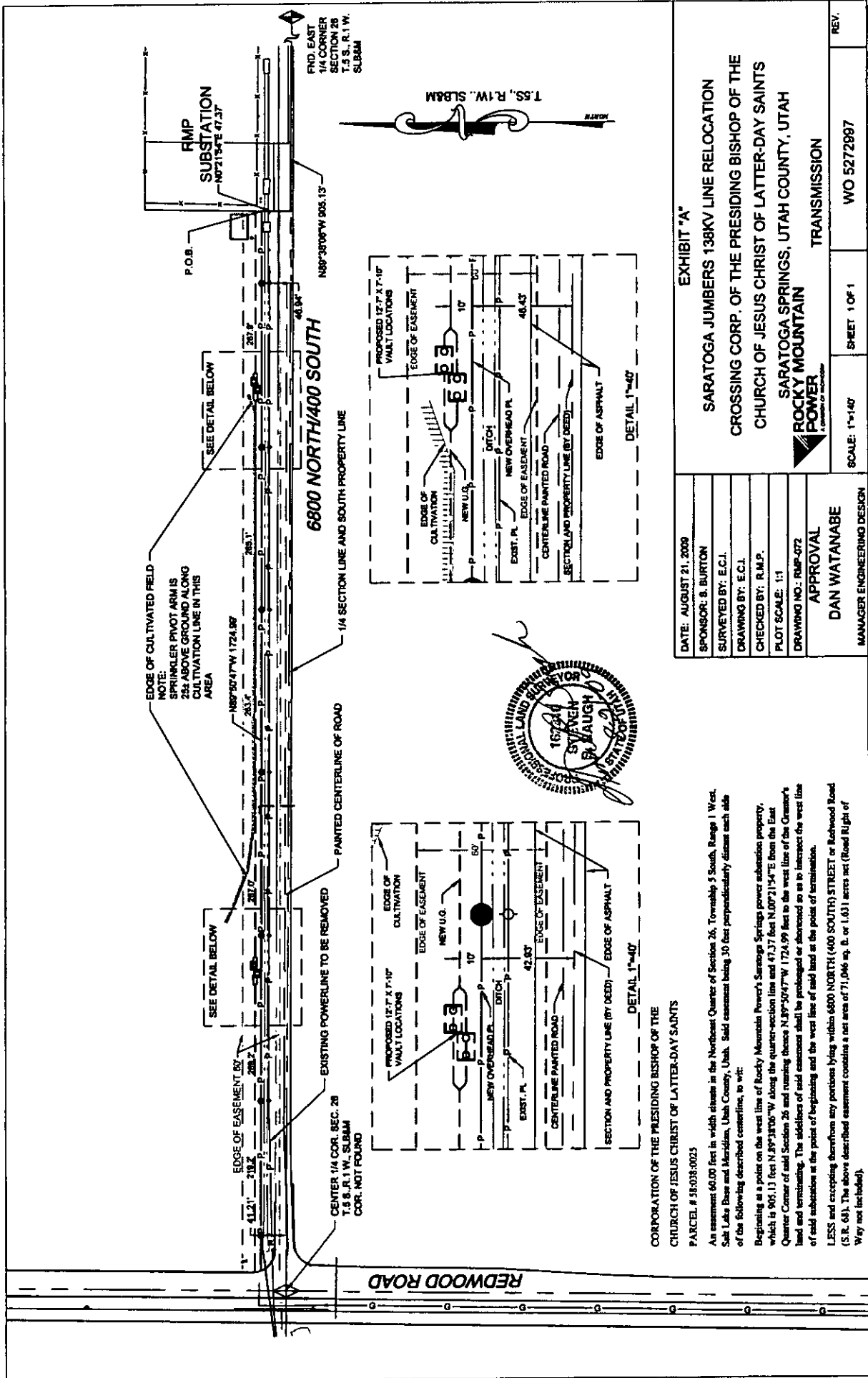
CORPORATION OF THE PRESIDING BISHOP OF THE  
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
PARCEL # 58:038:0025

An easement 60.00 feet in width situate in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah. Said easement being 30 feet perpendicularly distant each side of the following described centerline, to wit:

Beginning at a point on the west line of Rocky Mountain Power's Saratoga Springs power substation property, which is 905.13 feet N.89°38'06"W along the quarter-section line and 47.37 feet N.00°21'54"E from the East Quarter Corner of said Section 26 and running thence N.89°50'47"W 1724.99 feet to the west line of the Grantor's land and terminating. The sidelines of said easement shall be prolonged or shortened so as to intersect the west line of said substation at the point of beginning and the west line of said land at the point of termination.

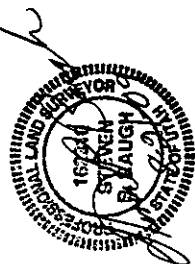
LESS and excepting therefrom any portions lying within 6800 NORTH (400 SOUTH) STREET or Redwood Road (S.R. 68). The above described easement contains a net area of 71,046 sq. ft. or 1.631 acres net (Road Right of Way not included).

*Ck by JJB 6 October 2009*



NOTE:  
SPRINKLER PIVOT ARM IS  
25% ABOVE GROUND ALONG  
CULTIVATION LINE IN THIS  
AREA

DATE: AUGUST 21, 2009		EXHIBIT "A"	
SPONSOR: S. BURTON		SARATOGA JUMBERS 138KV LINE RELOCATION	
SURVEYED BY: E.C.I.		CROSSING CORP. OF THE PRESIDING BISHOP OF THE	
DRAWING BY: E.C.I.		CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	
CHECKED BY: R.M.P.		SARATOGA SPRINGS, UTAH COUNTY, UTAH	
PLOT SCALE: 1:1		ROCKY MOUNTAIN	
DRAWING NO: RMP-072		POWER	
APPROVAL		TRANSMISSION	
DAN WATANABE		SCALE: 1"=40'	
MANAGER ENGINEERING DESIGN		SHEET 1 OF 1	
		WO 5272987	
		REV.	



CORPORATION OF THE PRESIDING BISHOP OF THE  
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

PARCEL # 28-038-0023

An easement 60.00 feet in width situated in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah. Said easement being 30 feet perpendicular distance each side of the following described centerline, to wit:

Beginning at a point on the west line of Rocky Mountain Power's Saratoga Springs power substation property, which is 905.11 feet N.89°38'06"W along the quarter-section line and 473.7 feet N.07°21'54"E from the East Quarter Corner of said Section 26 and running thence N.89°38'06"W 1724.99 feet to the west line of the Grantor's land and terminating. The addition of said easement shall be prolonged or advanced as to intersect the west line of said substation at the point of beginning and the west line of said land at the point of termination.

LESS and excepting therefrom any portions lying within 6800 NORTH (400 SOUTH) STREET or Redwood Road (S.R. 64). The above described easement contains a net area of 71,046 sq. ft. or 1.631 acres net (Road Right of Way not included).