

Recording requested by and
when recorded return to:

PacifiCorp
Attn: Lisa Louder
1407 W North Temple, Suite #110
Salt Lake City, UT 84116

ENT 125095:2006 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Sep 22 9:47 am FEE 16.00 BY HI
RECORDED FOR MORRIS, HOLLY

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

APN: _____

Space above for Recorder's Use Only

UNDERGROUND POWER LINE EASEMENT

Property No. 508-5411

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**") in consideration of good and valuable consideration, hereby grants and conveys to PACIFICORP, an Oregon corporation, with an office located at 1407 West North Temple, Salt Lake City, Utah 84140 ("**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 ("**Easement Property**"), to install and place an underground power line and related facilities (collectively, the "**Power Line**"), 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 adjacent lands of Grantor.

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 Line 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: (a) 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. (b) Grantee

shall properly design, install, construct, maintain, and repair the Power Line located on the Easement Property. (c) 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. (d) Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property. (e) 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 (1) 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 (2) any failure to abide by the terms of this document, including the failure to maintain the Power Line by Grantee and Grantee's Parties. (f) 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 Line in its sole and absolute discretion. If Grantor elects to relocate the Easement Property and the Power Line, Grantor shall notify Grantee and the parties agree to execute an amended and restated Power Line Easement containing the same terms as set forth herein that will supplement this easement. If Grantor elects to relocate the Power Line, Grantor will pay the costs associated with the relocation of the Power Line. Grantor also reserves and retains the right to use the Easement Property for any and all purposes not inconsistent with the purpose for which the easement is granted to Grantor, including, but not limited to, the right to place asphalt, curbs, gutters, sidewalks, walkways, landscaping, trees, shrubs, utilities and other improvements on the Easement Property; provided, however, Grantor shall not have the right to construct any permanent buildings on the Easement Area.

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.

Wednesday, September 13, 2006

10-FOOT UNDERGROUND POWER EASEMENT DESCRIPTION

A strip of land 10 feet in width situate in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian. The centerline of said 10-foot strip is described as follows, to wit:

Beginning at an existing power pole which is 1555.46 feet N.89°57'32"W along the section line and 32.41 feet NORTH from the East quarter corner of said Section 26 and running thence NORTH 12.04 feet; thence N.89°48'00"E 600.22 feet, parallel to and 5 feet distant northerly from the north edge of a concrete irrigation ditch; thence N.00°04'50"W 10.43 feet to the southerly line of a telecommunications lease site and terminating. The easement described is 623 feet in length and contains 6227 square feet or 0.143 acre.