

May 22, 2015

***VIA ELECTRONIC FILING***

Public Utility Commission of Oregon  
3930 Fairview Industrial Drive SE  
Salem, OR 97302-1166

Attn: Filing Center

**RE: PacifiCorp Notice of Property Disposition—Grant of Easements**

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) provides notice of the disposition of property necessary or useful in the provision of utility service (Notice).

PacifiCorp granted two easements on certain property located in Riverton, Utah used to support transmission facilities to a private entity for the purpose of developing a public roadway and recreational space. The easements are dated November 17, 2014, but were recorded and became effective on March 26, 2015. A copy of the Public Recreation Easement Agreement is included with this Notice as Attachment A. A copy of the Roadway Easement is included with this Notice as Attachment B.

The combined value of the easements is \$43,260. The proposed use of the easement will not interfere with PacifiCorp's ability to operate its transmission facilities or impede access to Company property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com).

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

Please direct informal questions with respect to this filing to Erin Apperson at 503-813-6642.

Sincerely,



R. Bryce Dalley  
Vice President, Regulation  
Enclosure

**ATTACHMENT A**

**Public Recreation Easement Agreement**

WHEN RECORDED, RETURN TO:

Rocky Mountain Power  
Property Management Dept  
Attn: Lisa Louder/Mike Wolf  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
Parcel No. UTSL-0006  
File No. 51605  
Tax ID No. 27-31-200-029

**PUBLIC RECREATION EASEMENT AGREEMENT**

This Public Recreation Easement Agreement (the "Easement") is entered into this 17<sup>th</sup> day of NOV, 2014, by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Suite 110, Salt Lake City, Utah 84116, ("Grantor"), and Brighton Development Utah a Utah limited liability company, its successors-in-interest and assigns ("Grantee").

**RECITALS**

A. Grantor owns a certain parcel of land located in Salt Lake County, State of Utah, used for the construction, maintenance and operation of high voltage electric transmission lines and other similar and incidental uses in connection with its electric utility operations. This parcel of land is referred to hereinafter as the "Transmission Line Corridor."

B. Grantee is developing a park, public facilities and related improvements (collectively referred to herein as the "Improvements") within the Transmission Line Corridor in connection with the establishment and construction of a public park.

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in exchange of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee a non-exclusive, perpetual easement on and over the Transmission Line Corridor for Grantee's use as a public park, to be improved, operated, and maintained solely by Grantee. The location and boundaries of the Easement conveyed to Grantee are more particularly described and depicted in Exhibit "A" as parcels 4,5,6, and 7 attached hereto and by this reference made a part hereof.

2. Limitation of Liability.

2.1. Limitation of Landowner's Liability. Grantee shall have the right to use, and shall allow the public to use without charge, the Transmission Line Corridor for recreational purposes and for no other use. To that end, Grantee shall take all reasonable and necessary steps to ensure reasonably safe use within Grantor's Land. It shall be a condition of this grant that the Transmission Line Corridor is made available to the public for recreational purposes without charge in accordance with the provisions of the

Limitation of Landowner Liability – Public Recreation laws as set forth in Chapter 14, Title 57, Utah Code Annotated, as may be amended from time to time, and is intended to limit Grantee's liability toward persons entering such land.

## 2.2 Release and Indemnification.

(a) Grantee shall use the Transmission Line Corridor at its own risk and agrees to indemnify, defend, and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, (the "Indemnified Parties") for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part) (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Transmission Line Corridor, (iii) any act or occurrence on the Transmission Line Corridor, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Transmission Line Corridor shall be maintained and used at the risk of Grantee and the indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

2.3 Grantee has examined the Transmission Line Corridor and accepts it in its present condition, AS-IS and with all faults. Grantor makes no representations or warranties as to the present or future condition of the Transmission Line Corridor and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder.

## 3. Grantee's Use.

### 3.1. Grantee may not:

a. make any use of Grantor's Land that, in the sole opinion of Grantor, interferes with the operation, maintenance, or repair of Grantor's existing electric facilities and improvements or any facilities of facilities or improvements that may in the future be constructed, added to, modified, or altered;

b. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.) or place or allow to be placed any equipment or material of any kind within Grantor's Land and below Grantor's transmission lines or transmission line structures without express written consent of Grantor, which consent shall not be given for any such buildings, structures, streetlights or signs that exceed (10) feet in height;

c. Store any flammable materials or allow any fires to be lit within Grantor's Land;  
or

d. Alter ground elevations without Grantor's prior consent. Such consent shall be based upon National Electric Safety Code clearance standards or more stringent standards as may be imposed by Grantor, drainage concerns, the protection of Grantor's existing and future facilities and improvements, and any other reason Grantor deems reasonably necessary for the efficient and safe operation of Grantor's transmission lines.

3.2 Prior to making any improvements to the land or placing any structure within Grantor's Land, Grantee shall submit detailed plans and specifications to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the improvements will not impair Grantor's facilities or uses of its property. All improvements shall be made in a good and workmanlike manner consistent with applicable building codes or other applicable governmental requirements.

3.3 Grantee shall not plant any species of trees or other vegetation under or near Grantor's transmission lines that will grow to a height greater than twelve (12) feet and shall otherwise keep and maintain Grantor's Land clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of Grantor's Land for its utility operations.

3.4 Grantee shall bear any and all costs and expenses for developing Grantor's Land for recreational uses which improvements shall be made in accordance with federal, state, and local laws. To the extent Grantor requires access to its transmission lines from the Easement, Grantee shall ensure that any curb and gutter installed shall be high-back type and will contain a thirty (30) foot curb cut on both sides of the road located at places designated by Grantor, which curb cuts shall be sufficient to allow the passage of Grantor's equipment and vehicles used for the repair, maintenance, and reconstruction of its facilities and installations. Roadway construction will be sufficient to support Grantor's vehicles and equipment in excess of 100 tons. Grantee shall pay all costs associated with the design, construction and installation of climb resistant barriers on transmission structures located within the Transmission Line Corridor.

3.5 Grantee will not use or permit to be used within the Transmission Line Corridor, any cranes or other equipment that violate OSHA and Utah High Voltage Safety Clearance Standards. Grantee will not store materials within the easement area. Grantee will not excavate within fifty (50) feet of Grantor's transmission structures. Grantee shall use best faith efforts to monitor against any public activity that may result in bringing any object or thing within the minimum clearance distances provided in this paragraph. At no time shall Grantee place any equipment or materials of any kind that exceed fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.

3.6 Grantee shall comply with all applicable federal, state, and local laws and applicable codes and standards in connection with its use of the Easement.

#### 4. Grantor's Use.

4.1 Grantor shall have the right to use Grantor's Land, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Transmission Line Corridor to be used by others, without permission or notice to Grantee, for any purpose that does not unreasonably interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

4.2 Grantor shall have the right to cross the Transmission Line Corridor, and adjacent park lands where access to the Transmission Line Corridor is reasonably necessary, with equipment, personal, overhead power lines or underground power lines and access roads, at any location or locations thereon at any time provided, however, that Grantor shall reasonably repair any damage it cause to Grantee's improvements.

4.3 Grantor shall use good faith efforts to notify Grantee in advance of any planned, significant construction activities that may interfere with Grantee's use of the Transmission Line Corridor.

5. Reversion.

5.1 In the event Grantee ceases to use the Transmission Line Corridor for the public recreational purposes set forth in this Easement for a continuous period of one year, this conveyance, including all right, title, and interest granted herein, shall immediately terminate and revert to Grantor. This provision shall not apply until after Grantee has completed its public improvements, provided that such public improvements are completed within two years after date of the grant of this Easement.

5.2 If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Grantor's operations on the property makes further performance impractical or frustrates the purpose for which this Easement was granted, Grantor shall have the right to terminate this Easement by giving Grantee ninety (90) days prior written notice. In such event, Grantor shall have no obligation to compensate Grantee for any of its Improvements.

6. Prevailing Party. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunications costs, and deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suite or action.

7. Integration. This Easement, including exhibits, represents the entire agreement between the parties and supersedes any and all prior understandings, representations, or agreements of the parties, whether written or otherwise, regarding the subject matter of this document.

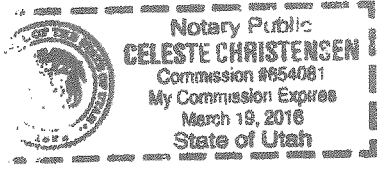
8. Authority. Each individual executing this Easement Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Easement Agreement in the capacity and for the entities set forth where he or she signs.

9. Subject to Existing Rights. This Easement is subject to all existing rights of way and encumbrances of record or in equity of law.

10. Waiver of Jury Trial. 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.



On this 10 day of November, 2014, personally appeared before me Nathan W. Peggley, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of Brighton Development, LLC, and that the within and foregoing Public Recreation Easement Agreement was signed on behalf of Brighton Development, LLC by actual authority.



[Signature]  
Notary Public

Residing at Brownfield, UT



**EXHIBIT "A"**  
**(legal descriptions of easement areas)**

**PARCEL 4**

A portion of the NW1/4 and NE1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located N89°31'48"W along the ¼ Section line 70.08 feet and North 1,422.80 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence N37°27'00"W 25.16 feet; thence North 127.61 feet; thence S89°50'30"E 81.40 feet; thence S37°20'00"E 185.33 feet; thence West 178.50 feet to the point of beginning.

Contains: 0.46+/- acres

**PARCEL 5**

A portion of the NE1/4 and NW1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located S89°31'48"E along the ¼ Section line 144.32 feet and North 1,144.66 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence N37°27'00"W 284.55 feet; thence East 158.92 feet; thence along the arc of a 15.00 foot radius curve to the right 23.63 feet through a central angle of 90°14'35" (chord: S44°52'43"E 21.26 feet); thence S0°14'35"W 210.84 feet to the point of beginning.

Contains: 0.45+/- acres

**PARCEL 6**

A portion of the NE1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located S89°31'48"E along the ¼ Section line 299.45 feet and North 943.40 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence N37°27'00"W 166.80 feet; thence N0°14'35"E 231.26 feet; thence S37°20'00"E 259.18 feet; thence Southwesterly along the arc of a 277.00 foot radius non-tangent curve (radius bears: S52°36'11"E) 170.17 feet through a central angle of 35°11'52" (chord: S19°47'56"W 167.50 feet) to the point of beginning.

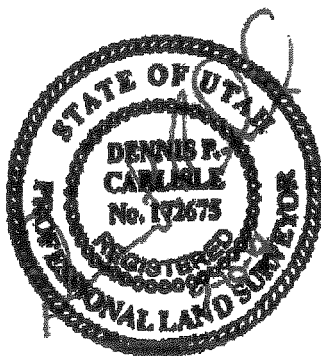
Contains: 0.66+/- acres

**PARCEL 7**

A portion of the NE1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

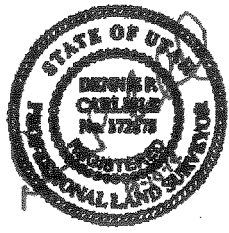
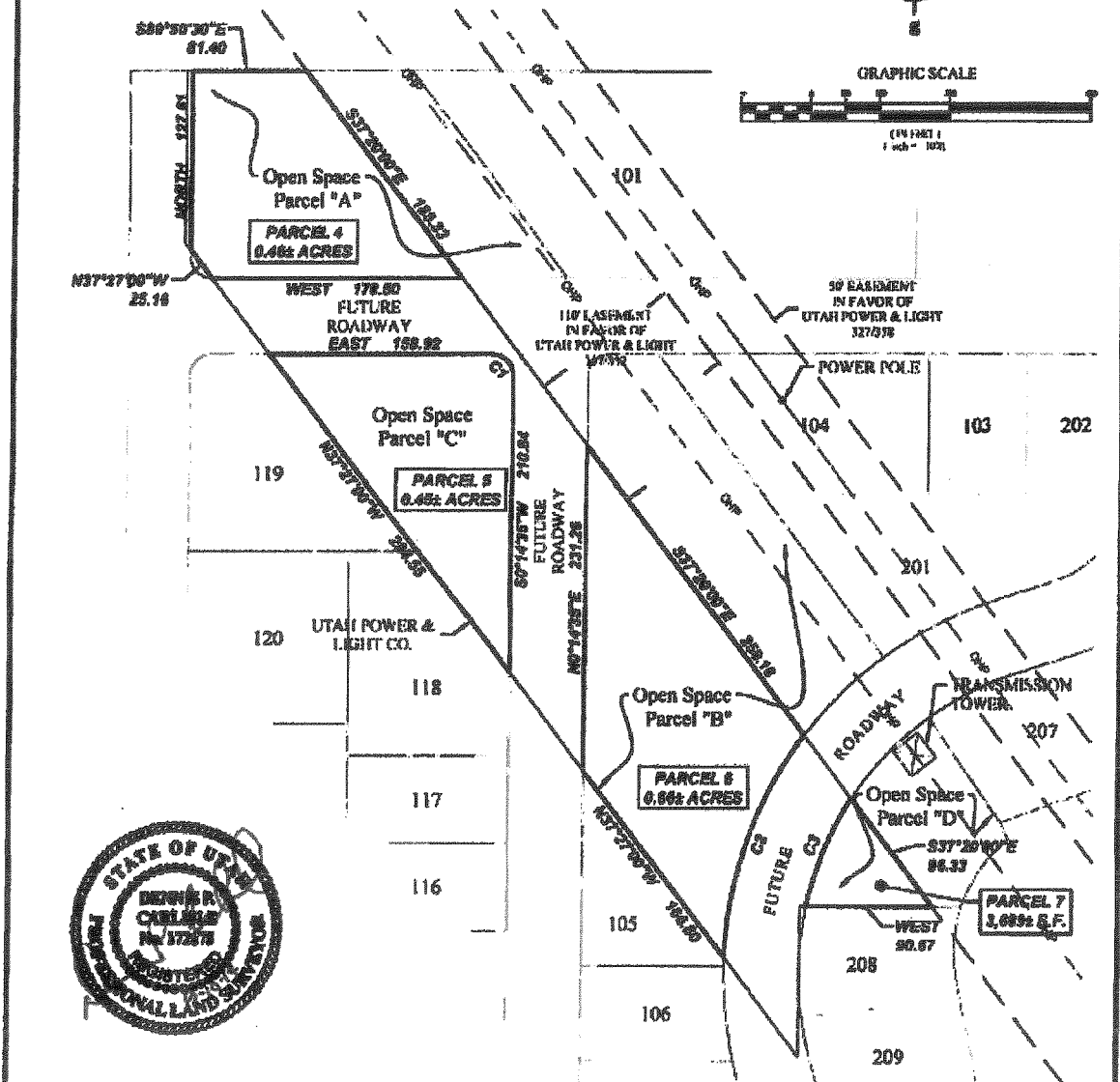
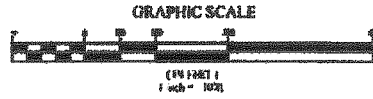
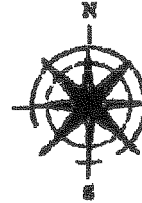
Beginning at a point located S89°31'48"E along the ¼ Section line 448.87 feet and North 980.71 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence West 90.67 feet; thence Northeasterly along the arc of a 223.00 foot radius non-tangent curve (radius bears: S77°54'27"E) 83.60 feet through a central angle of 21°28'42" (chord: N22°50'01"E 83.11 feet); thence S37°20'00"E 96.33 feet to the point of beginning.

Contains: 3.689+/-s.f.



**EXHIBIT "A"**  
(map of easement areas)

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00'	90°14'35"	23.67'	S44°52'43"E	21.26'
C2	277.60'	35°11'52"	170.17'	S19°47'56"W	167.50'
C3	223.00'	21°28'42"	83.60'	N22°50'01"E	83.11'



**EXHIBIT "B" (OPEN SPACE PARCELS)**  
**COTTAGES AT WESTERN SPRINGS**  
Riverton, Utah

DATE	12/15/14
SCALE	1"=100'
BY	BP
CHECKED BY	13/201
PROJECT NO.	

**ATTACHMENT B**

**Roadway Easement**

WHEN RECORDED, RETURN TO:

PacifiCorp  
Attn: Lisa Louder/Brad Knoles  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
Parcel No. UTSL-0006  
File No. 51605  
Tax ID No. 27-31-200-029

## ROADWAY EASEMENT

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah, 84116, GRANTOR, hereby CONVEYS to Brighton Development Utah, a Utah limited liability company, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a public roadway, along with a perpetual, non-exclusive easement and right of way for the associated public utilities. The location and boundaries of the Easement conveyed to Grantee are more particularly described and depicted in Exhibit "A" as parcels 1, 2, and 3 attached hereto and by this reference made a part hereof.

This easement is granted subject to the following restrictive conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional construction and installations constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in

height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.

4. Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any vegetation that exceeds the 12 foot limitation.

5. In the event Grantee ceases to use the property herein described for purposes of a roadway this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

6. Grantor shall have the right, at any time and from time to time, to use the Easement Area for any and all purposes, including without limitation, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon. Without limiting the generality of the foregoing, Grantor, at any time without the need for any approval or consent from Grantee, shall have the right to grant additional easements, licenses or rights-of-way within the Easement Area to other persons or parties. In addition, Grantee shall maintain the roadway and Easement Area (and all improvement thereon), at all times (and at Grantee's expense) in a good and clean condition (including, without limitation, replacement as needed). Grantor shall have no obligation to maintain the Easement Area or to keep the same in passable condition for the benefit of Grantee. Any work performed on said Easement Area by Grantee shall be at Grantee's sole cost and expense. In the event that Grantee does not maintain the Easement Area in a good and clean condition (in Grantor's reasonable judgment), then Grantor may maintain and/or repair same at Grantee's expense.

#### 7. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any

Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. Prior to making or constructing any improvements to the Easement Area of any kind, Grantee shall submit detailed plans and specifications of Grantee's intended improvements to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the improvements will not impair Grantor's facilities or uses of its property and to ensure that such improvements are otherwise acceptable to Grantor. Grantee shall not alter or change the approved alignment of the easement or the grade elevation without written approval from Grantor. Any improvements made to the Easement Area and/or access road shall be first approved by Grantor and shall comply with the National Electric Safety Code, Grantor's minimum electrical clearance standards and any other condition deemed necessary by Grantor. Grantee may not make any material modifications to the plans or improvements without prior written approval by Grantor.

9. Any damage to any land of Grantor caused by Grantee shall, within a reasonable period of time (and as promptly as possible), be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

11. This easement and any or all associated rights, restrictions, and provisions conveyed herein, shall survive a transfer or assignment to another entity, including but not limited to a city, municipality, or other government agency. In the event that such a transfer or assignment is enacted by way of a subdivision plat or other instrument, all of the restrictive covenants and conditions incorporated herein shall be clearly noted on such plat or other instrument and made a part thereof.

12. 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 WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR  
PACIFICORP, an Oregon corporation

d/b/a Rocky Mountain Power

By: [Signature]

Its: VP-Engineering

GRANTEE  
Brighton Development Utah, LLC

By: [Signature]

Its: Manager

ACKNOWLEDGEMENTS

STATE OF UTAH )

) ss.

County of SALT LAKE )

On this 17<sup>th</sup> day of NOVEMBER, 2014, before me, the undersigned Notary Public in and for said State, personally appeared DOUGLAS BENJONIA, known or identified to me to be the vice-president of the corporation 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: 8639 TEPEN POINTE W/ (city, state)  
My Commission Expires: 7/2/17 (d/m/y)

STATE OF Utah )

) ss.

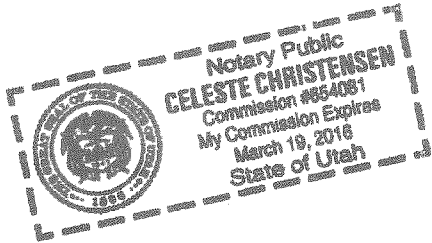
County of Davis )

On this 10 day of November, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Nathan W. Pugstey (name), known or identified to me to be the (manager / member) of the limited liability company, 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.

  
\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Bountiful (city, state)  
My Commission Expires: 03/19/16 (d/m/y)





**EXHIBIT "A"**  
**(legal descriptions of easement areas)**

**LEGAL DESCRIPTIONS  
PREPARED FOR  
BRIGHTON HOMES, UTAH, LLC  
COTTAGES AT WESTERN SPRINGS  
RIVERTON, UTAH  
(Revised: September 10, 2014)**



**PORTIONS OF UTAH POWER & LIGHT CO.  
WITHIN PROPOSED  
COTTAGES AT WESTERN SPRINGS SUBDIVISION**

**PARCELS WITHIN FUTURE ROADWAYS**

**PARCEL 1**

A portion of the NW1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located N89°31'48"W along the ¼ Section line 85.38 feet and North 1,442.64 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence N37°27'00"W 6.63 feet; thence North 122.36 feet; thence S89°50'30"E 4.03 feet; thence South 127.61 feet to the point of beginning.

Contains: 504 +/- s.f.

**PARCEL 2**

A portion of the NE1/4 and the NW1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located S89°31'48"E along the ¼ Section line 198.02 feet and North 1,074.99 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence N37°27'00"W 88.32 feet; thence N0°14'35"E 210.84 feet; thence along the arc of a 15.00 foot radius curve to the left 23.63 feet through a central angle of 90°14'35" (chord: S44°52'43"W 21.26 feet); thence West 158.92 feet; thence N37°27'00"W 68.02 feet; thence East 178.50 feet; thence S37°20'00"E 149.35 feet; thence S0°14'35"W 231.26 feet to the point of beginning.

Contains: 0.51 +/- acres

**PARCEL 3**

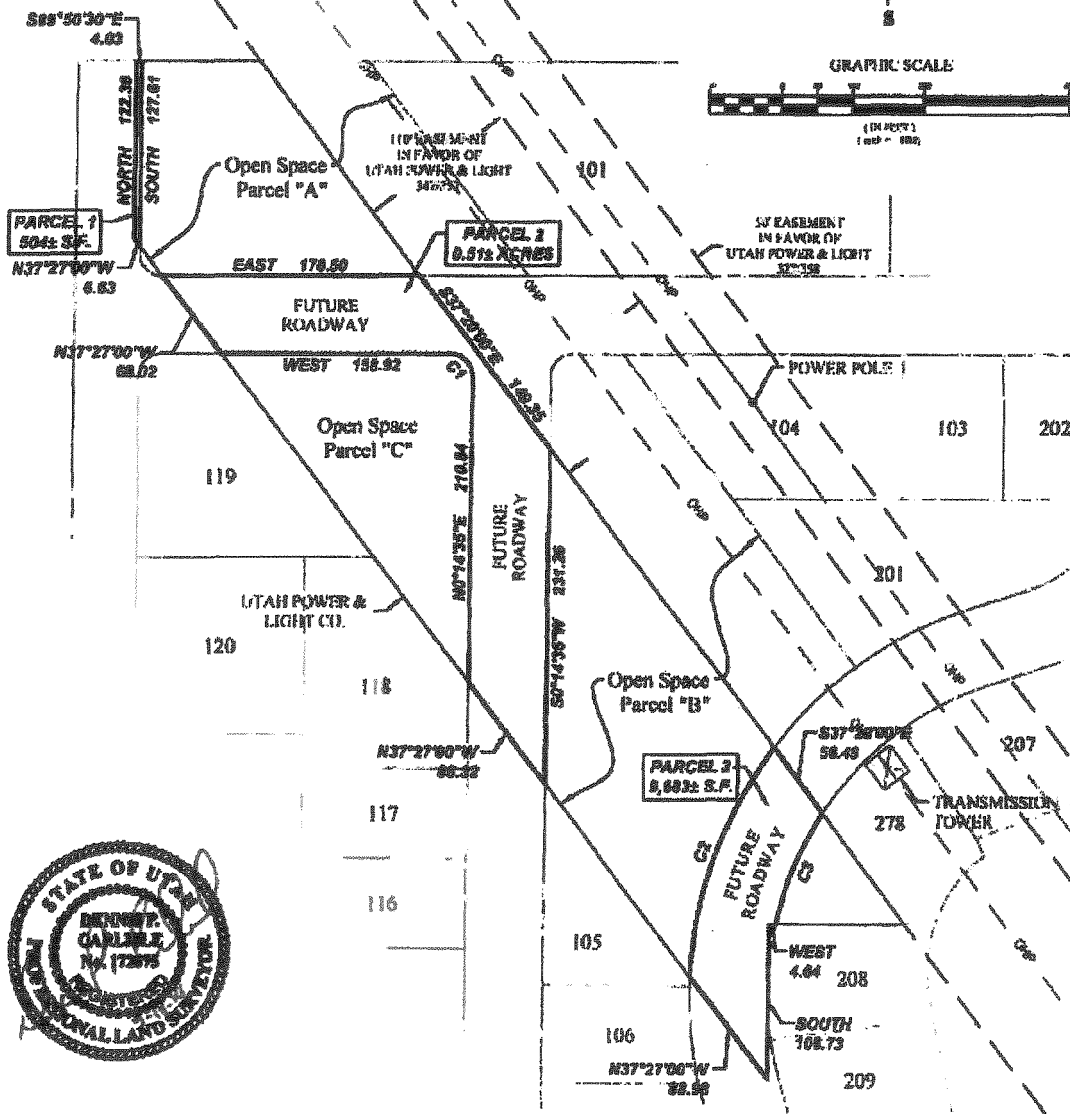
A portion of the NE1/4 of Section 31, Township 3 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located S89°31'48"E along the ¼ Section line 353.56 feet and North 873.20 feet from the Center ¼ Corner of Section 31, T3S, R1W, S.L.B.& M.; thence N37°27'00"W 88.98 feet; thence Northeasterly along the arc of a 277.00 foot radius non-tangent curve (radius bears: S87°48'07"E) 170.17 feet through a central angle of 35°11'52" (chord: N19°47'56"E 167.50 feet); thence S37°20'00"E 56.49 feet; thence Southwesterly along the arc of a 223.00 foot radius non-tangent curve (radius bears: S56°25'42"E) 83.60 feet through a central angle of 21°28'42" (chord: S22°50'01"W 83.11 feet); thence West 4.64 feet; thence South 106.73 feet to the point of beginning.

Contains: 9,683 +/- s.f.

**EXHIBIT "A"**  
(map of easement areas)

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00'	90°14'35"	33.63'	N44°52'43"W	21.26'
C2	277.00'	35°11'52"	170.17'	N19°47'56"E	167.50'
C3	223.00'	21°28'42"	83.60'	S22°50'01"W	83.11'



**FOCUS**  
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**EXHIBIT "A" (ROAD PARCELS)**  
**COTTAGES AT WESTERN SPRINGS**  
Riverton, Utah

DATE	02/23/10
SCALE	1" = 110'
BY	DP
CHK	TS/SA
NO.	1